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
JULY 15, 2025
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. CITY MANAGER'S REPORT

A. 29th Annual National Night Out

5. PROCLAMATIONS/RECOGNITIONS

A. Present the Recipient for the Employee of the Month Award for the Month of May, 2025. [Erica A. Balli, Director of Human Resources/Civil Service]

B. Presentation Recognizing the City of Edinburg Parks & Recreation Department: Little League Baseball Champions for the 2025 Spring Season for the 5/6, 7/8, 9/10, 11/12, and 13/14 Age Divisions. [Javier Garza, Director of Parks and Recreation]

C. Presentation Recognizing the City of Edinburg Parks & Recreation Department: 2025 Texas State Junior Golden Glove Champions. [Javier Garza Director of Parks and Recreation]

6. PUBLIC COMMENTS

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

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

7. PUBLIC HEARINGS

A. Hold Public Hearing and Consider the Ordinances Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District, Tract I: A 0.5 Acres of Land, Being the North 220 Feet of the West 99.0 Feet of the North 440 Feet of Lot 59, Tract II: A 2.50 Acre Tract of Land, More or Less, Out of the West 99.0 Feet of Lot 59, Tract III: a 3.0 Acre Tract of Land Out of Lot 59, Kelly-Pharr Subdivision, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded in Volume 3, Page 133, Deed Records, Hidalgo County, Texas, Located at 1000 West Alberta Road, as Requested by Spoor Engineering Consultants, Inc. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, 0.171 of One Acre Consisting of: 0.163 of One Acre Being All of Lot 12, and 0.008 of One Acre Out of Lot 11, All Out of Block 168, Amended Plat of Edinburg Original Townsite, City of Edinburg, Hidalgo County, Texas, Located at 321 West Loeb Street, as Requested by Melden and Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, a 1.0 Acre Tract of Land Out of Lot 31, Kelly-Pharr Subdivision, Hidalgo County, Texas as Per Map Recorded in Volume 3, Pages 133-134, Deed Records, Hidalgo County, Texas, Located at 716 East Wisconsin Road, as Requested by Perez Consulting Engineers. [Jaime Acevedo, Director of Planning & Zoning]

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 49, Owassa Gardens Mobile Home Subdivision, Located at 5616 Sepal Street, as Requested by Dinorah Amaya Nino. [Jaime Acevedo, Director of Planning & Zoning]

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, a 2.941 Acre Tract of Land Out of Lots 49 and 50, Lehigh Plaza Subdivision, Hidalgo County, Texas, According to the Plat or Map Thereof Recorded in Volume 5, Page 43, Map Records, Hidalgo County, Texas, and According to Special Warranty Deed Recorded Under County Clerk's Document Number 3555596, Official Records, Hidalgo County, Texas, Located at 2700 West Wisconsin Road, as Requested by Quintanilla, Headley and Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

F. Hold Public Hearing and Consider the Variance Request to the City of Edinburg Unified Development Code Article 4,Development Standards, Division 4.300, Signs, Section 4.303, Permanent Signs, the South 27.5 Feet of the North 47.5 Feet of Lot 6, Block 342, Original Townsite of Edinburg, Hidalgo County Texas, According to the Plat or Map Thereof Recorded in Volume 1, Page 23, Map Records of Hidalgo County, Texas, Located at 509 South Closner Boulevard, as Requested by Arnoldo Cantu. [Jaime Acevedo, Director of Planning & Zoning]

G. Hold Public Hearing and Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Parks & Wildlife Department Under the Fiscal Year 2026 Local Park Grant Program's Non-Urban Outdoor Recreation Grant for the Memorial Park Improvements Project, and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

8. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "EHS March-A-Thon and Community Market Celebration" Event to be Held Saturday, August 16, 2025 from 6:00 a.m. Through 12:00 Noon at the Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11, Section 268, Texas - Mexican Railway Company's Survey, Located at 714 South Raul Longoria, as Requested by Jason Rogers. [Jaime Acevedo, Director of Planning and Zoning]

9. VARIANCE

A. Consider Variance Requests to the City's Unified Development Code, Article 5, Section 5.203-1, Right-of-Way Widths and Sidewalks, for Morning Star Gardens Subdivision, Being a 4.002 Tract of Land Containing 4.002 Acres Situated in the City of Edinburg, Hidalgo County, Texas, Being a Part or Portion Out of Lot 20, Kelly- Pharr Subdivision, Located at 3420 South Business Highway 281, as Requested by Melden & Hunt Inc. [Jaime Acevedo, Director of Planning & Zoning]

10. AWARDING OF BIDS

A. Consider Selection of a Firm and Authorize the City Manager to Negotiate a Professional Services Contract for RFQ 2025-003, U.S. Highway North 281 Water Distribution System Improvements Phase 2 - Professional Engineering Services for Upgrading, Relocating and Expanding the Water Distribution System. [Gerardo Carmona Jr., P.E., Director of Utilities]

B. Consider Awarding Bid No. 2025-23, Type IV, Module M-5 Construction/TCEQ Permit MSW-2302 to Longhorn Excavators, Inc. in the Amount of $1,969,500.00 and Authorize City Manager to Enter Into an Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

C. Consider Awarding Bid No. 2025-12, Edinburg Fire Department Station 3 - Heating Ventilation and Air Conditioning to Include New Ducts and Vents (Re-Bid) Project, Funded Through the FY 2024-2025 Community Development Grant Program, Grant No. B-24-MC-48-0503 to A&A Villa Construction, LLC, in the Amount of $69,500 and Authorize City Manager to Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]

D. Consider Rejecting Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail. [Mardoqueo Hinojosa, PE, CFM, City Engineer]

11. BUDGET

A. Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Hotel Occupancy Tax Fund. [Ascencion Alonzo, Director of Finance]

12. APPOINTMENT

A. Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Zoning Board of Adjustment, One Member and the Designation of the Five Voting Members and Four Alternates. [Clarice Y. Balderas, City Secretary]

13. 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. Present Notice of a Relationship Between a City Employee and a Potential Contractor Seeking to Participate in the City of Edinburg Housing Assistance Program Funded Through the U.S. Department of Housing and Urban Development, in compliance with the Grants Administration Community Development Block Grant Program Conflict of Interest Management Plan. [Claudia L. Farias, Director of Grants Administration]

B. Consider Authorizing the Disposition of Approximately 55 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]

C. Consider Approving an Application for a Non-Emergency Ambulance License for Driscoll Children's Hospital, in Accordance with the Code of Ordinances of the City of Edinburg, Texas at Title XI, Chapter III Ambulance. [Omar Garza, Fire Chief]

D. Consider Resolution Approving the Community Development Block Grant (CDBG) Fiscal Year 2025-2026 Annual Action Plan (AAP) for the Proposed Use of Funds for the Period Beginning October 1, 2025 Through September 30, 2026. [Claudia L. Farias, Director of Grants Administration]

E. Consider Amending Resolution No. 2560 Authorizing the City of Edinburg to Enter Into an Agreement with the Texas Department of Transportation for the Revision of Events that Require Temporary Closures and Execute Documents Relating Thereto. [Vincent Romero CPM, Director of Public Works]

F. Consider Awarding Bid No. 2025-7, FM 490 Booster Station Demolition Project to Camacho Demolition LLC in the Amount Not to Exceed $24,237.90 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Gerardo Carmona Jr., P.E., Director of Utilities]

G. Consider Authorizing the City Manager to Enter Into a Commercial Charge Card Program Cooperative Agreement with U.S. Bank (Contract No. 946-M4) Through the State of Texas, Comptroller of Public Accounts. [Ascencion Alonzo, Director of Finance]

H. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Sorrento Estates Subdivision Phase I. [Gerardo Carmona Jr, P.E., Director of Utilities]

I. Consider Authorizing the City Manager to Amend the Existing Grant Agreement Between the Texas General Land Office and the City of Edinburg for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant No. 23-152-007-E179, 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, for an Amount Not to Exceed $1,360,578.67. [Mardoqueo Hinojosa, P.E., CFM, City Engineer].

J. Consider Authorizing the City Manager to Execute an Access Easement Agreement with The University of Texas Rio Grande Valley and the City of Edinburg for the Use of City of Edinburg Easement to Allow Access to the UTRGV Robert and Janet Vacker Stadium. [Tomas D. Reyna, Assistant City Manager]

K. Consider Authorizing the City Manager to enter into Amendment Number One to the Agreement Between the City of Edinburg and Kending Keast Collaborative for Professional Services to Reduce the Contract Amount by $44,482.76 for the City of Edinburg Comprehensive Plan and Execute Any Documents Related Thereto. [Jaime Acevedo, Director of Planning & Zoning]

14. OTHER BUSINESS

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

15. EXECUTIVE SESSION

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

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

B. Discussion and Possible Action Regarding the Purchase, 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. Landfill

C. Discussion and Possible Action Regarding Economic Development Matters (§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.

16. 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 July 11, 2025 at 6:30 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: July 15, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
Employee of the Month

1. **Agenda Item:**
Present the Recipient for the Employee of the Month Award for the Month of May, 2025. [Erica A. Balli, Director of Human Resources/Civil Service]

2. **Description:**
The City of Edinburg Employee Engagement Committee assists in promoting employee appreciation and recognition. The City would like to recognize the recipient of the Employee of the Month for the month of May, 2025.

The recipient for the month of May, 2025 is Jose I. Mancha, Custodian of the Building Maintenance Department.

Mr. Mancha has been employed by the City since 2014. He has consistently gone above and beyond his regular job duties and responsibilities. He always has a positive attitude and exemplifies professionalism and a strong work ethic.

The Edinburg City Council would like to recognize Jose I. Mancha for being a loyal, dedicated employee of the City of Edinburg.

3. **Staff's Recommendation:**
Present the Recipient for the Employee of the Month Award for the Month of May, 2025..

Reviewed by:

Prepared by:
Erica Balli, Director of Human Resources

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Presentation-Little League Baseball Champions

1. **Agenda Item:**
Presentation Recognizing the City of Edinburg Parks & Recreation Department: Little League Baseball Champions for the 2025 Spring Season for the 5/6, 7/8, 9/10, 11/12, and 13/14 Age Divisions. [Javier Garza, Director of Parks and Recreation]

2. **Description:**
The City of Edinburg Parks & Recreation Department would like to recognize the teams' efforts they accomplished during the Little League Baseball & Softball Spring Season. A total of 139 teams competed within all the age division brackets.

The Edinburg City Council would like to thank the Parks & Recreation Department for all of their hard work and congratulate all of the Little League Baseball participants.

These following teams emerged as the league champions.

Age	Division	Baseball Team
5/6	American	Red Sox
5/6	National	Orioles
7/8	American	Yankees
7/8	National	Cubs
9/10		Yankees
11/12		Dodgers
13/14		Yankees

3. **Staff's Recommendation:**
Recognize the City of Edinburg Parks & Recreation Department: Little League Baseball Champions for the 2025 Spring Season for the 5/6, 7/8, 9/10, 11/12, and 13/14 Age Divisions.

Reviewed by:
Javier Garza, Director of Parks and Recreation
Jesus Saenz, Assistant City Manager

Prepared by:
Rebecca Salinas,
Administrative Assistant

Attachments:
A. Little League Baseball

THE CITY OF Edinburg
PARKS & RECREATION

2025 Little League Baseball Champions

5/6 Age Division: American

Team:	**Red Socks**
Head Coach:	**Randy Rodriguez**
Team Players:	**Rak R. Rodriguez**
	Landen D. Owen
	Brycen Cherry
	Matteo Lopez
	Cruz Gaitan
	Katalyna Padron
	Bradley Diaz
	Artemio Rios
	Manuel A. Maldonado
	Alejandro Alonzo
	Jeremiah Saucedo
	Matthew Garza
	Denison Marcus

7/8 Age Division: American

Team:	**Yankees**
Head Coach:	**Miguel Aguirre**
Asst. Coach:	**Marshall Miller**
Asst. Coach:	**Juan Salazar**
Team Players:	**Mason F. Miller**
	Jace M. Aguirre
	Sebastian Salazar
	Luke Powers
	Jaime J. Iglesias
	Liam Armendariz
	Elian Ramirez
	James Rangel
	Brody Bailey
	Ezekiel De Leon
	Lucas Guajardo
	Matthew Henriksen

5/6 Age Division: National

Team:	**Orieles**
Head Coach:	**Fabian Luna**
Team Players:	**James Morales**
	Makaio Mateo
	Manny Loredo
	Mia Rodriguez
	Maximo Barron
	Liam S. Sanchez
	Jorge Cepeda
	Jaime Silva
	Joziah Rodriguez
	Anthony Salazar
	Colt Luna
	Damian Villanueva

7/8/ Age Division: National

Team:	**Cubs**
Head Coach:	**Manuel Mata**
Team Players:	**Sebastian J. Mata**
	Troy H. Treviño
	Julian Jaworowski
	Robbie Garces
	Nathaniel Barajas
	Alexei Gil Jr.
	Jose Lara
	Sebastian Rodriguez
	Gustavo Bocanegra
	Alejandro Gomez
	Liam Hernandez
	Carlos Rodriguez

THE CITY OF Edinburg
PARKS & RECREATION

2025 Little League Baseball Champions

9/10 Age Division:

Team:	**Yankees**
Head Coach:	**Eddie Martinez**
Team Players:	**Eddie Martinez**
	Andres Alonzo
	Aiden Gutierrez
	Zachariah J. Garza
	Adrian Martinez
	Jaxon Rodriguez
	Cristian Rodriguez
	Ian Hernandez
	Derek Lopez
	Jayceon M. Eureste
	Jesus Antonio Cantu

11/12 Age Division:

Team:	**Dodgers**
Head Coach:	**Albert Vasquez**
Asst. Coach:	**Lupe Garza**
Team Players:	**Matthew Vasquez**
	Adrean Garza
	Ari Hernandez
	Rogelio Garza
	Jorge Rodriguez
	Roan Resendez
	Brandon Garcia
	Damian A. Garcia
	William Worsham
	John E. Perez
	Joseph Garcia
	Jason Saenz

13/14 Age Division:

Team:	**Yankees**
Head Coach:	**Javier Caceres**
Team Players:	**Miguel A. Vasquez Jr.**
	Marc A. Garcia
	Isaiah Estrada
	Jesus Aleman
	Jimmy Aleman Jr.
	Rogan Gonzalez
	Roy Peña
	Roel Peña
	Osiel Rios
	Dylan Caceres
	Abednego Barrios
	Xavier Valdez
	Maddox Gonzalez

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.C.
Junior Golden Glove Champions

1. **Agenda Item:**
Presentation Recognizing the City of Edinburg Parks & Recreation Department: 2025 Texas State Junior Golden Glove Champions. [Javier Garza Director of Parks and Recreation]

2. **Description:**
The City of Edinburg Parks & Recreation Department would like to recognize the Parks & Recreation Boxing Team who competed in the 2025 Texas State Golden Gloves in San Antonio, TX. The following boxers emerged as Texas State Junior Golden Glove Champions.

The Edinburg City Council would like to thank the Parks & Recreation Department for all of their hard work and congratulate the boxing team participants.

Boxers	**Coaches**
Demarcus Jones	Martin Martinez
Anthony Flores	Rolando Garza
Jorge Garza Espinoza	Karla Espinoza
Joaquin Castañeda	Jose del Angel
Orlando Garza	Anthony Aguirre

3. **Staff's Recommendation:**
Recognize the City of Edinburg Parks & Recreation Department: 2025 Texas State Junior Golden Glove Champions.

Reviewed by:
Javier Garza, Director of Parks and Recreation
Jesus Saenz, Assistant City Manager

Prepared by:
Rebecca Salinas,
Administrative Assistant

Attachments:
A. Boxing Champions

THE CITY OF Edinburg
PARKS & RECREATION

Texas State Golden Glove Champions
June 27-29, 2025

Boxers:	**Demarcus Jones**	**Coaches:**	**Martin Martinez**
	Anthony Flores		**Rolando Garza**
	Jorge Garza Espinoza		**Karla Espinoza**
	Joaquin Castañeda		**Jose Del Angel**
	Orlando Garza		**Anthony Aguirre**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
PUBLIC HEARINGS
Agenda Item No: 7.A.
Rezoning Request - Spoor Engineering Consultants, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District, Tract I: A 0.5 Acres of Land, Being the North 220 Feet of the West 99.0 Feet of the North 440 Feet of Lot 59, Tract II: A 2.50 Acre Tract of Land, More or Less, Out of the West 99.0 Feet of Lot 59, Tract III: a 3.0 Acre Tract of Land Out of Lot 59, Kelly-Pharr Subdivision, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded in Volume 3, Page 133, Deed Records, Hidalgo County, Texas, Located at 1000 West Alberta Road, as Requested by Spoor Engineering Consultants, Inc. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the south side of West Alberta Road, approximately 1,329 feet east of South Sugar Road. The property is currently zoned Residential, Suburban (RS) District, which is the primary low-density single-family residential district, intended to permit a wide range of single-family uses on larger lots. This property consists of three tracts of land and has 198 feet of frontage along West Alberta Road and a lot depth of 1,320 feet for a total lot area of 6 acres. The requested zoning designation is the Residential, Urban (RU) & Townhome District, which is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing. The applicant is requesting the zone change to establish a new townhome subdivision at this location.

Adjacent zoning is Residential, Suburban (RS) District to the north and east, Commercial, General (CG) District to the south, with a drainage ditch, Agriculture and Open Space (AO) District, and Residential, Multi-Family (RM) District to the west. Surrounding land consists of residential uses, commercial uses, and vacant land. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 67 neighboring property owners on Friday, June 13, 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 June 25, 2025.

On June 20, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area may support the proposed development.

On June 26, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to deny the Rezoning Request. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)

3. **Staff's Recommendation:**
Staff recommends denial of the Rezoning Request from Residential, Suburban (RS) District to

Residential, Urban (RU) & Townhome District based on adjacent zoning districts and the character of the area. This block of West Alberta Road consists of lower density single-family residential uses and zoning districts such as Residential, Suburban (RS) District and Residential, Primary (RP) District. 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 – 06/26/25
CITY COUNCIL – 07/15/25
DATE PREPARED – 06/18/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District

APPLICANT: Ben & Mike Ventures, LLC.

AGENT: Spoor Engineering Consultants, Inc.

LEGAL: Tract I: A 0.5 acres of land, Being the north 220 feet of the west 99.0 feet of the north 440 feet of lot 59, Tract II: A 2.50 acre tract of land, more or less, out of the west 99.0 feet of lot 59, Tract III: A 3.0 acre tract of land out of lot 59, Kelly-Pharr Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 3, Page 133, Deed Records, Hidalgo County, Texas

LOCATION: 1000 West Alberta Road

LOT/TRACT SIZE: 6.00 acres

CURRENT USE: Existing residential home

PROPOSED USE: Townhome development

EXISTING ZONING: Residential, Suburban (RS) District

ADJACENT ZONING:
North – Residential, Suburban (RS) District
South – Commercial, General (CG) District
East – Residential, Suburban (RS) District
West – a drainage ditch, Agriculture and Open Space (AO) District, and Residential, Multi-Family (RM) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District

REZONING REQUEST
SPOOR ENGINEERING CONSULTANTS, INC.

EVALUATION

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

1. The applicant is requesting the zone change to establish a townhome development at this location.

2. Surrounding land consists of residential uses, commercial uses, and vacant land.

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

Staff recommends denial of the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District based on adjacent zoning districts and the character of the area. This block of West Alberta Road consists of lower density single-family residential uses and zoning districts such as Residential, Suburban (RS) District and Residential, Primary (RP) District. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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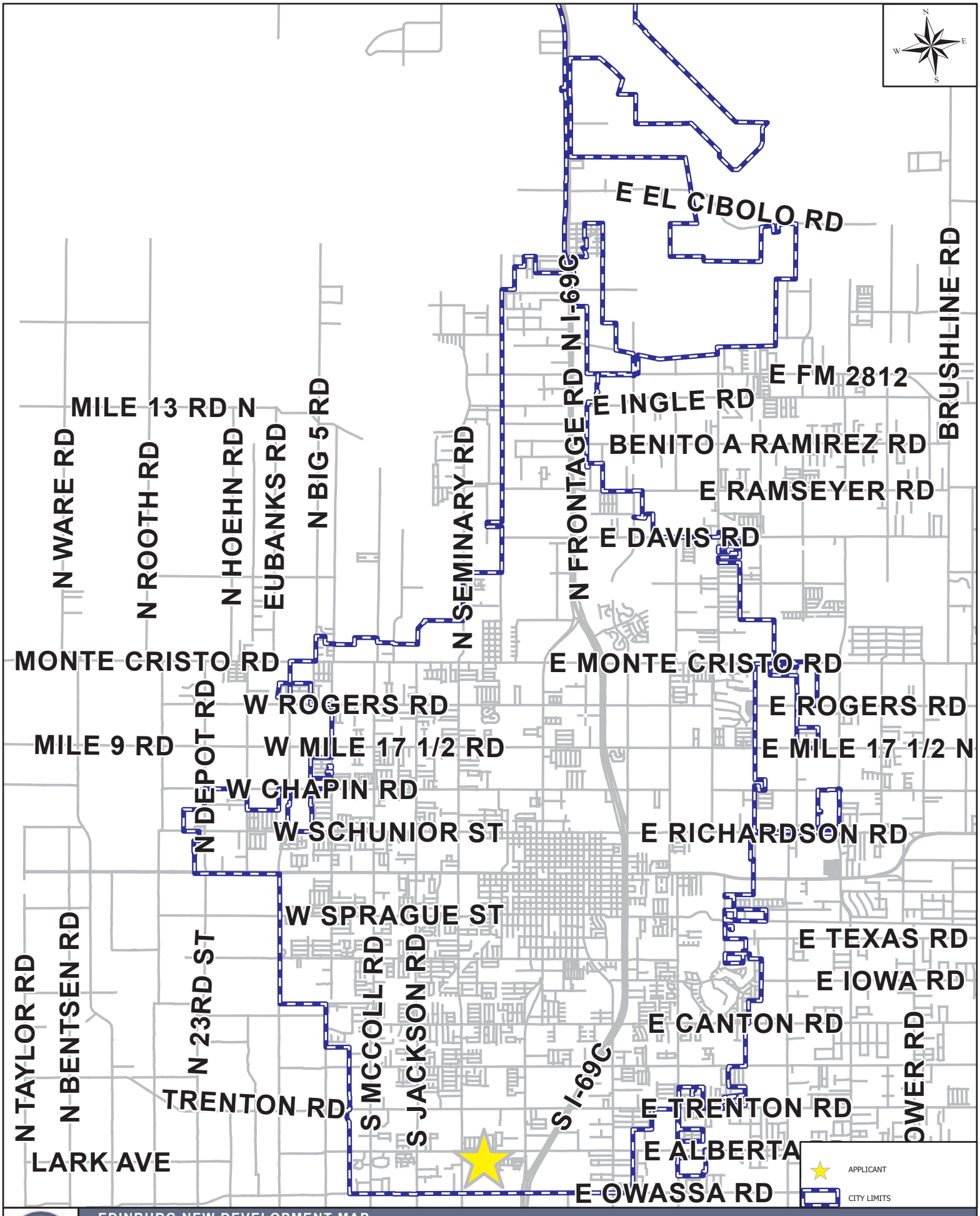


EDINBURG NEW DEVELOPMENT MAP

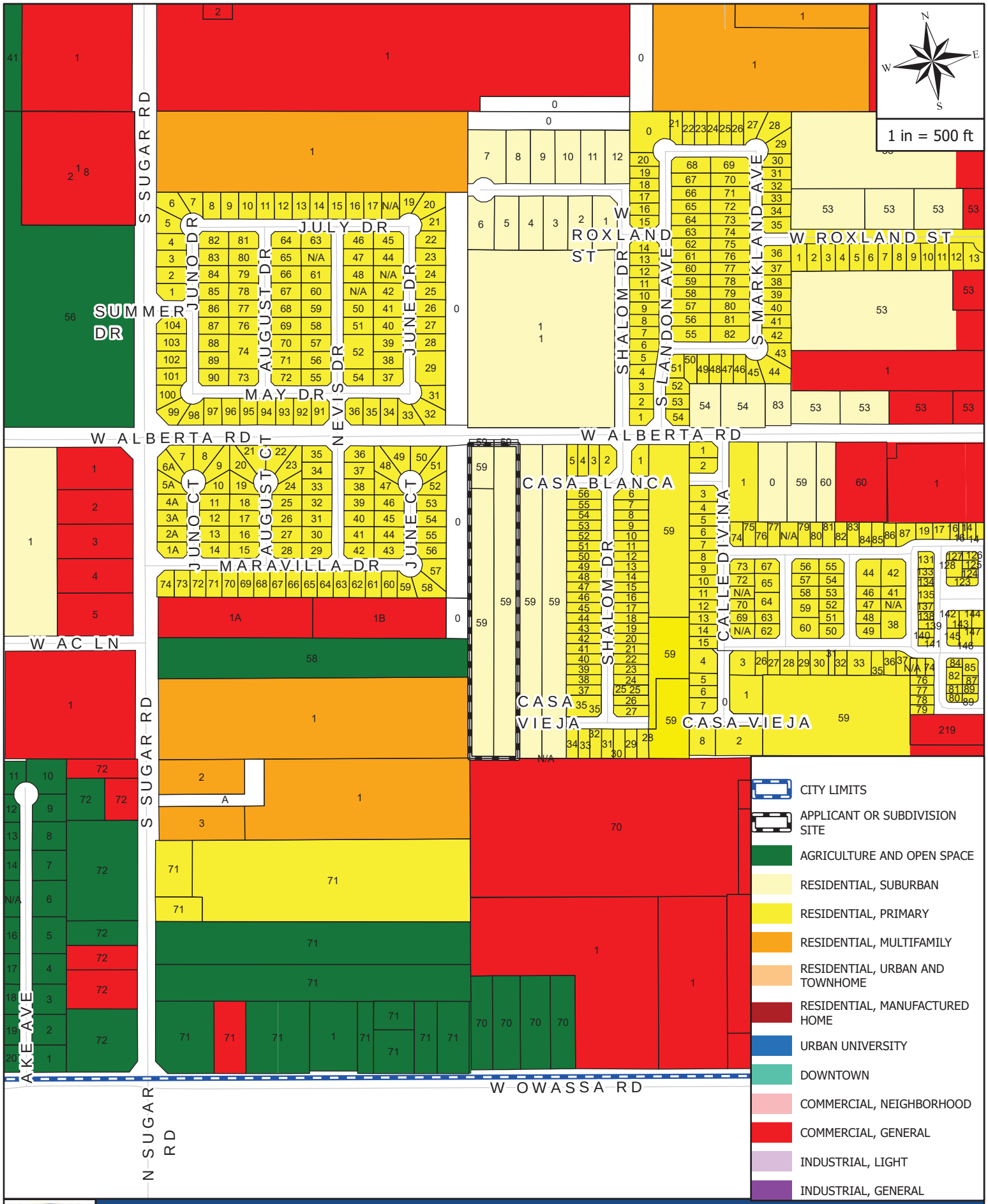
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0280 1000 W ALBERTA RD

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

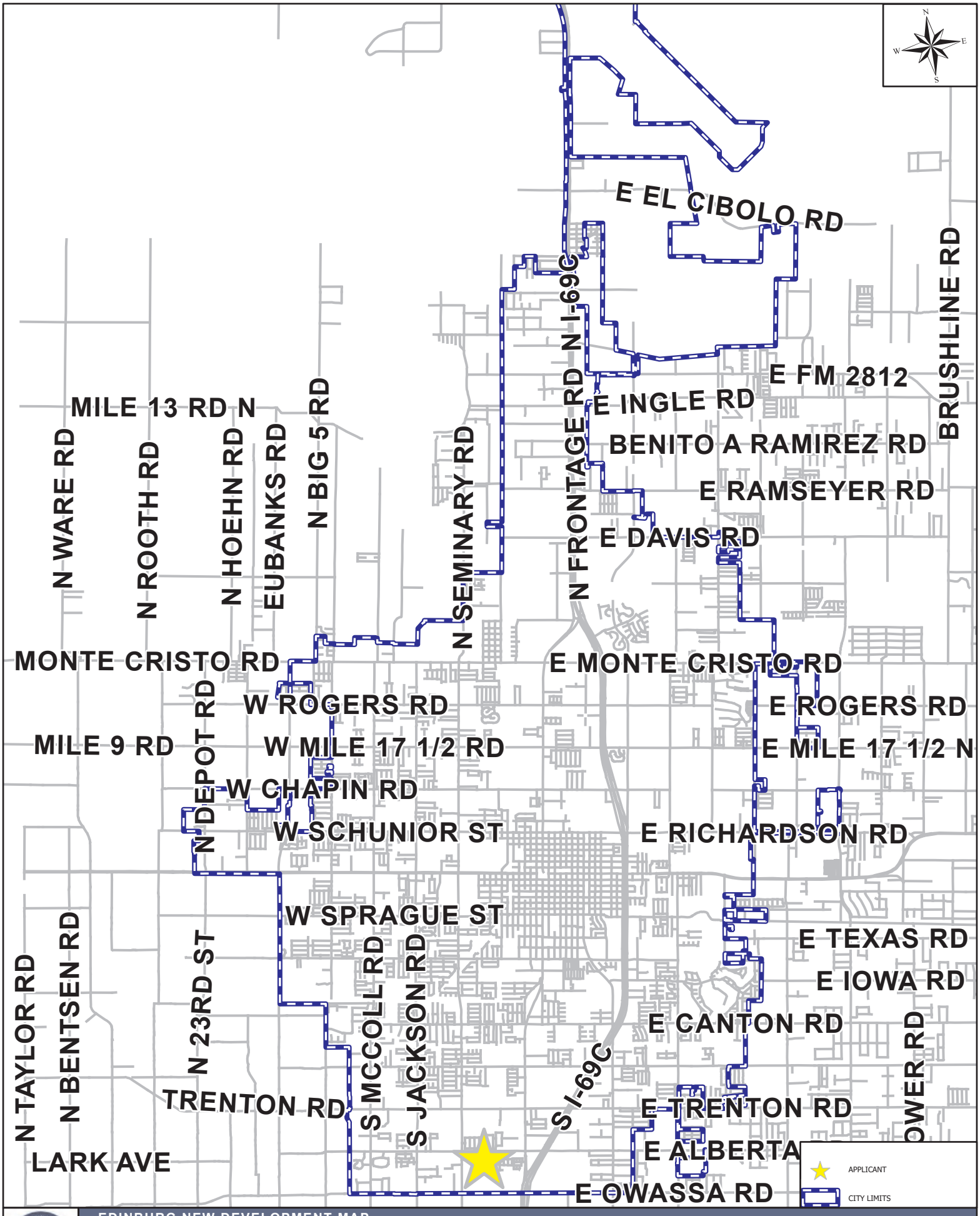
RZNE-2025-0280 1000 W ALBERTA RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

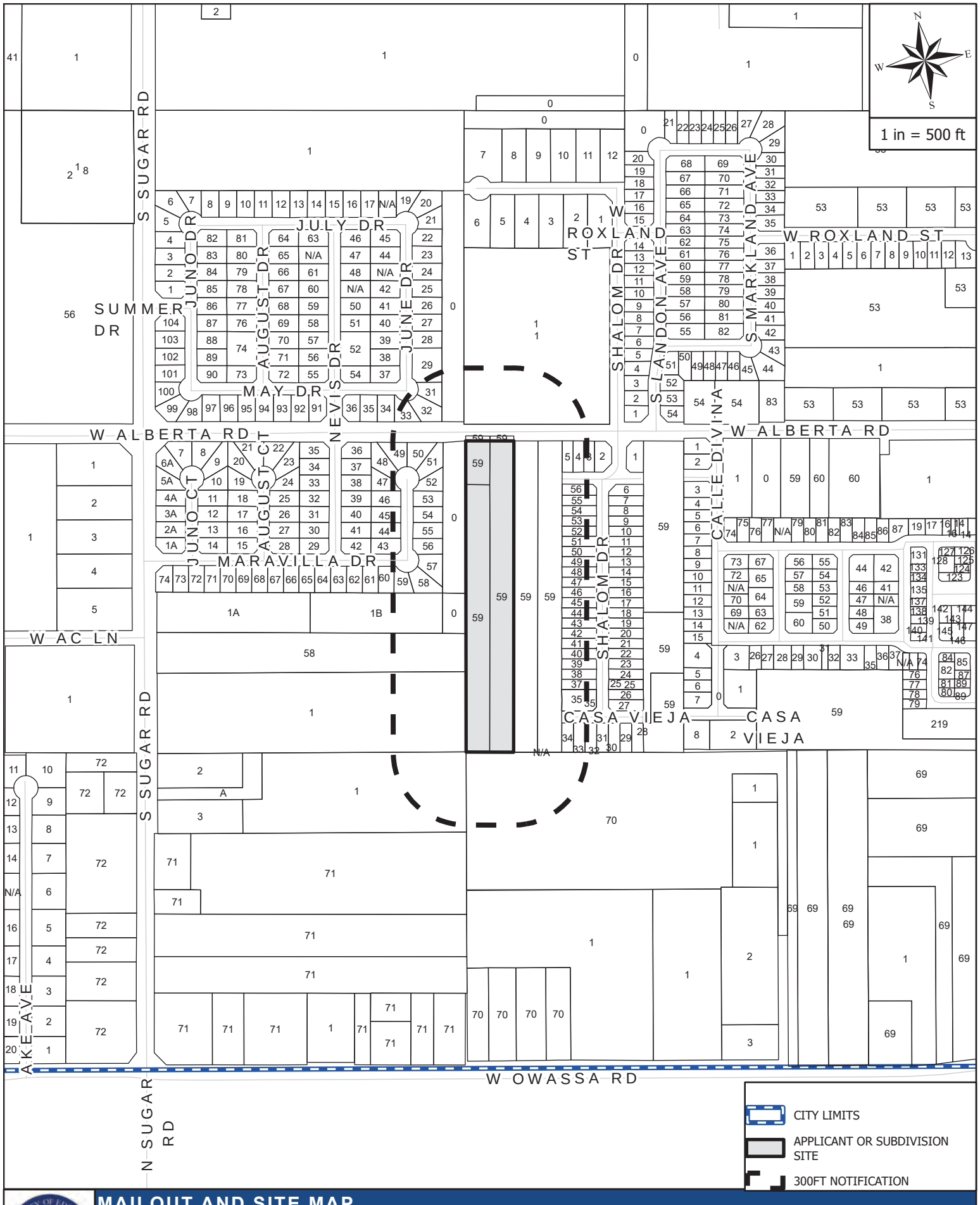
RZNE-2025-0280 1000 W ALBERTA RD



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0280 1000 W ALBERTA RD



MAILOUT AND SITE MAP

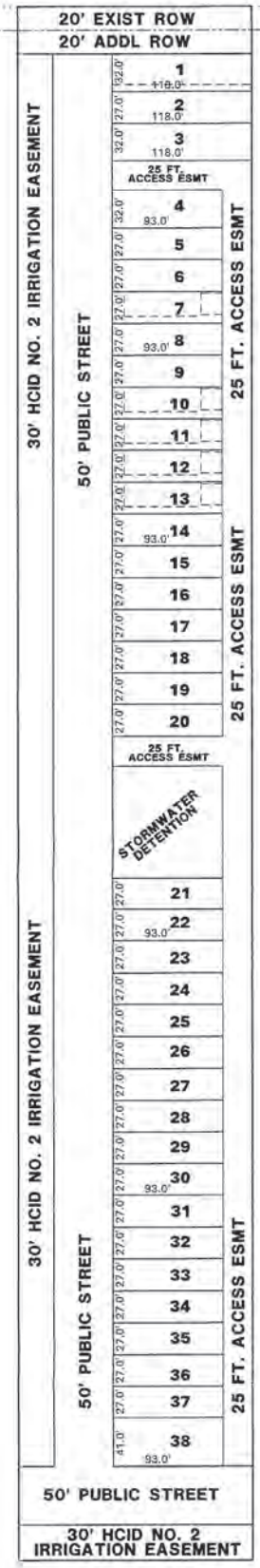
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0280 1000 W ALBERTA RD

Rezoning Request Site Photo

Spoor Engineering Consultants, Inc.

1000 West Alberta Road



MAY 15, 2025
1"=100'

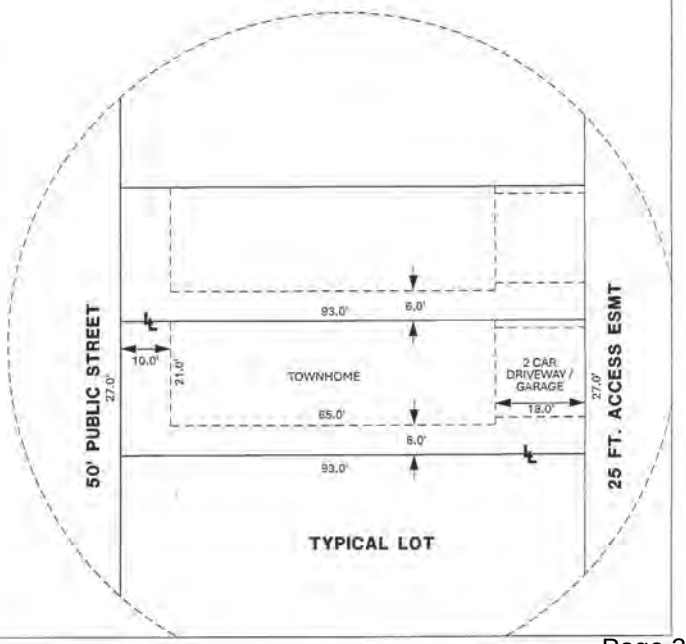
SITE PLAN

FOR

HABITAT AT ALBERTA

City of Edinburg Texas

A 6.0 ACRE TRACT OF LAND OUT OF LOT 59, KELLY PHARR, SUBDIVSION, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOL. 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS

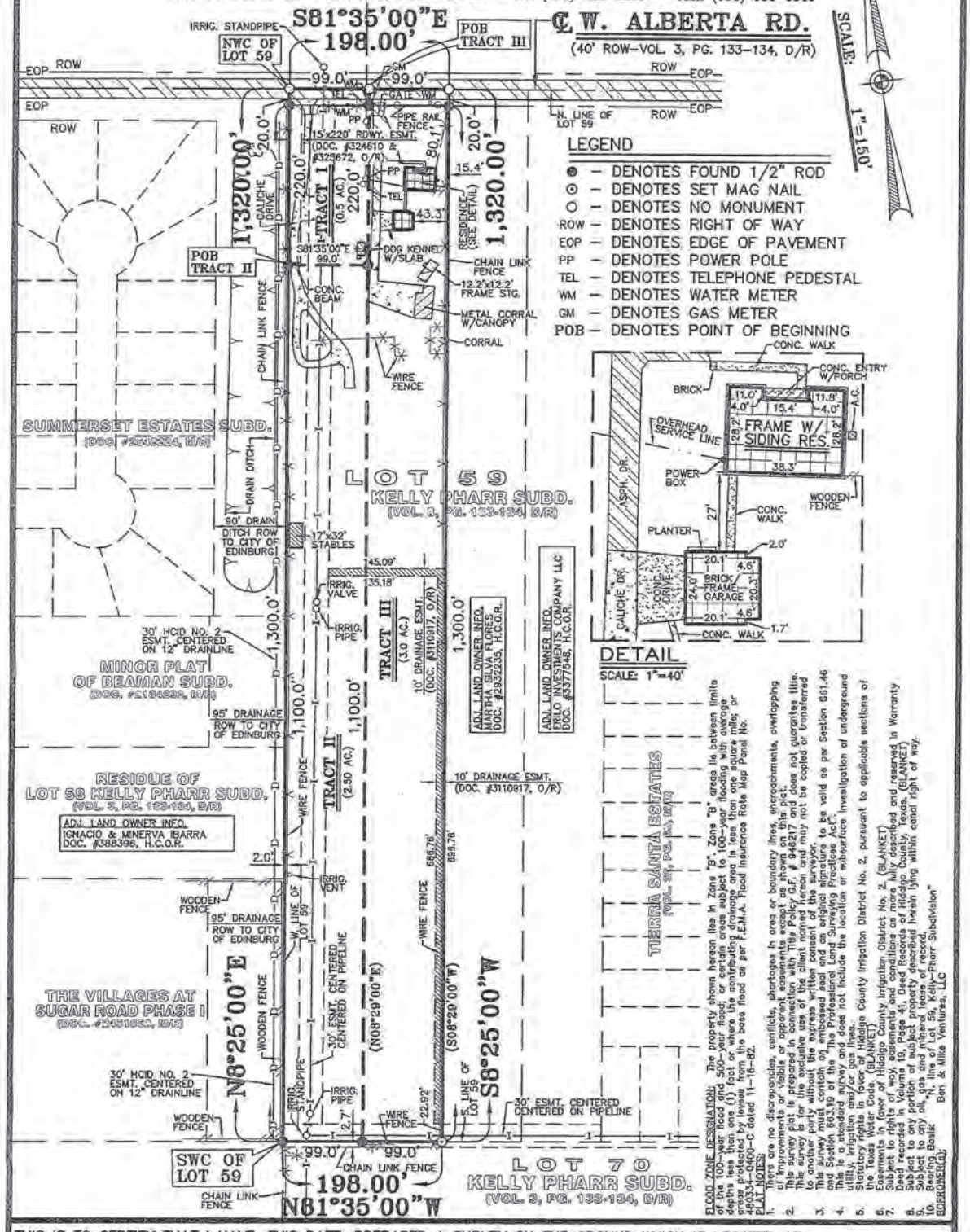


T.B.P.E. FIRM No.: F-5154

ART SALINAS
ENGINEERING & SURVEYING

T.B.P.L.S. FIRM No.: 10004000

1524 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (956) 618-5565 FAX: (956) 618-5540



FLOOD ZONE DESIGNATION: The property shown hereon lies in Zone "B", Zone "B" areas lie between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood as per F.E.M.A. Flood Insurance Rate Map Panel No. 48033-0400-C dated 11-16-82.

PLAT NOTES:
1. There are no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping improvements or visible apparent easements except as shown on this plat.
2. This property is prone to flooding in connection with hurricanes and tropical storms.
3. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
4. This survey must contain an embossed seal and an original signature to be valid as per Section 661.46 and Section 663.19 of the "The Professional Land Surveying Practices Act".
5. This is a standard survey and does not include the location or subsurface investigation of underground utility, irrigation and/or gas lines.
6. Subject to the rules and regulations of the Hidalgo County Irrigation District No. 2, pursuant to applicable sections of the Texas Water Code. (BLANKET)
7. Easements in favor of Hidalgo County Irrigation District No. 2. (BLANKET)
8. Subject to rights of way, easements and conditions as more fully described and reserved in Warranty Deed recorded in Volume 19, Page 41, Deed Records of Hidalgo County, Texas. (BLANKET)
9. Subject to any portion of subject property described herein lying within canal right of way.
10. Subject to any oil, gas and mineral lease of record.

Bearing Basis: N. line of Lot 59, Kelly-Pharr Subdivision
SURVEYED BY: Ben & Mike Ventures, LLC

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE GROUND WHICH IS LOCATED AT 1310 & 1314 W. ALBERTA RD., In EDINBURG, TEXAS, DESCRIBED AS FOLLOWS:

TRACT I: A 0.5 ACRES OF LAND, BEING THE NORTH 220 FEET OF THE WEST 99.0 FEET OF THE NORTH 440 FEET OF LOT 59, KELLY PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

TRACT II: A 2.50 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE WEST 99.0 FEET OF LOT 59, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS DESCRIPTION)

TOGETHER WITH AN EASEMENT FOR ROADWAY PURPOSES ON THE WEST 15 FEET OF THE NORTH 220 FEET OF SAID LOT 59, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

TRACT III: A 3.0 ACRE TRACT OF LAND OUT OF LOT 59, KELLY PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS DESCRIPTION)

22-63808
Job No.

09-20-22
Date

©COPYRIGHT 2022 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

STATE OF TEXAS REGISTERED ARTURO A. SALINAS 4802 PROFESSIONAL

Registered Professional Land Surveyor No. 4802

THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Case # : RZNE-2025-0280 **Today's Date:** _____

OWNER INFORMATION

Name: Ben & Mike Ventures, LLC **Phone No. :** 956-5783919
Contact Name: Michael Manoj
Mailing Address: 616 Bluebird Ave **City:** McAllen **Zip:** 78504
Email Address: daniel@habitatdevelopers.com

APPLICANT INFORMATION

Name: Spoor Engineering Consultants, Inc **Phone No. :** 956-683-1000 956 578 3919
Contact Name: Steve Spoor
Mailing Address: 510 S. Broadway St. **City:** McAllen **Zip:** 78501
Email Address: sec@spooreng.com daniel@habitatdevelopers.com

PROPERTY INFORMATION

Address/Location being Rezoned: 1314 W. Alberta Road - S. Side Albert - 1,400 Ft. east of Sugar
Legal Description of Property: **Property ID(s):** _____
6.0 Acres out of Lot 59, Kelly Pharr Subdivision, Hidalgo County, Texas

Zone Change: From: RS - RESIDENTIAL, SUBURBAN **To:** RU - RESIDENTIAL, URBAN AND TOWNHOM
Existing Land Use: Residential / Vacant
Reason for Zone Change: Proposed Townhome subdivsion

Steve Spoor
(Please Print Name)

Signature

AMOUNT PAID $ _____ **RECEIPT NUMBER** _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISION) - 5:30 PM : _____
PUBLIC HEARING DATE (CITY COUNCIL) - 6:00 PM: _____
(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, June 26, 2025 at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT, TRACT I: A 0.5 ACRES OF LAND, BEING THE NORTH 220 FEET OF THE WEST 99.0 FEET OF THE NORTH 440 FEET OF LOT 59, TRACT II: A 2.50 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE WEST 99.0 FEET OF LOT 59, TRACT III: A 3.0 ACRE TRACT OF LAND OUT OF LOT 59, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 1000 WEST ALBERTA ROAD, AS REQUESTED BY SPOOR ENGINEERING CONSULTANTS, INC.

This district is the highest intensity single-family residential district.

This request is scheduled to be heard by the **City Council on Tuesday, July 15, 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, June 25, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, June 25, 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 X Against/En Contra ☐ No Comments/No Comentario

Comments: I strongly oppose the rezoning of Lot 59 to Residential Urban and Townhome District. The proposed change is incompatible with the character infrastructure, and intent of our single-family community. I urge the Planning & Zoning Commission to preserve the suburban zoning that protects the stability, safety, and value of our homes.

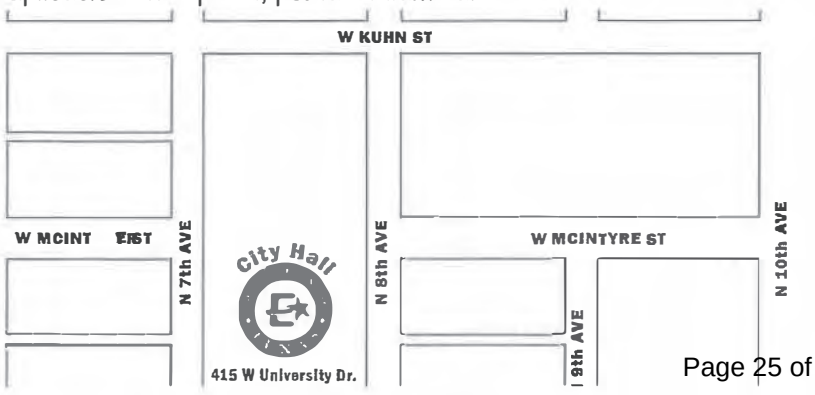
Print Name: JOAN RAMA Phone No. 956 867 5025

Address: 5119 SHALOM DR 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



Alejandra Gonzalez <alexgonzalez@cityofedinburg.com>

Opposition to Rezoning Lot 59 from Residential Suburban to Residential Urban and Townhome District

1 message

Joan Rama <joan.rama@utrgv.edu> Tue, Jun 17, 2025 at 8:23 AM
To: "planning@cityofedinburg.com" <planning@cityofedinburg.com>
Cc: "jh0n.y0k0h1976@gmail.com" <jh0n.y0k0h1976@gmail.com>

Good morning,

I, the undersigned resident of Shalom Drive, strongly oppose the proposed rezoning of Lot 59 to a Residential Urban and Townhome District.

The subject property is entirely surrounded by established **single-family residential subdivisions**, including those along Shalom Drive, Casa Vieja, Ravilla Drive, Nevis Drive, and August Drive. All these communities were developed and purchased as low-density, single-family neighborhoods — and the proposed zoning would **introduce incompatible land use** that directly undermines the character and intent of these areas.

The shift to higher-density development would result in:

- Increased traffic congestion on roads not designed for multi-family use
- Safety risks for pedestrians and children
- Strain on schools and public infrastructure
- Noise, privacy, and aesthetic impacts on adjacent homes
- A likely **negative effect on property values**

Furthermore, this rezoning lacks any meaningful transitional zoning or buffer between the proposed townhomes and adjacent single-family homes. This creates an abrupt and inappropriate land use conflict.

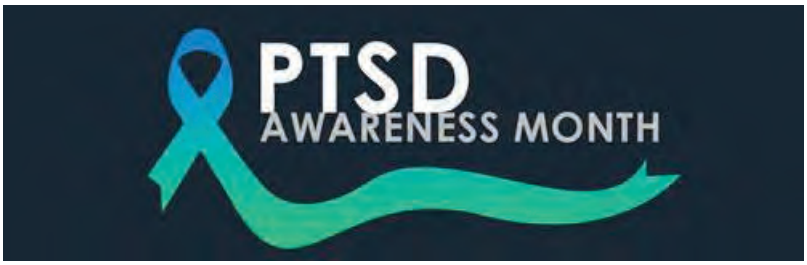
Approving this request would also set a precedent that could invite **further rezoning efforts**, threatening the long-term stability and planning integrity of our residential area.

For these reasons, I respectfully urge the Planning & Zoning Commission to **deny the rezoning request** and uphold the Residential Suburban zoning designation that our community relies on.

Thank you.

Joan N. Rama
Evaluation, Assessment, and Testing Analyst
Accreditation Effectiveness & Quality Enhancement
1210 W. Schunior, Edinburg, TX 78541
ETBLC 2.126 | 956.296.8213

https://www.utrgv.edu/school-of-medicine/



NOTICE: The information contained in this electronic mail message and any attachments hereto is intended only for the personal and confidential use of the designated recipients. This message and any attachments hereto may constitute an attorney-client communication, and as such is privileged and confidential. This message may also contain confidential student information. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this message in error and that any review, dissemination, distribution, or copying of this message and any attachments hereto is strictly prohibited under the Federal Family Educational Rights & Privacy Act (20 U.S.C. 1232 G, 34 C.F.R. Part 99). If you have received this message in error, please notify me immediately. *Please consider the environment before printing this e-mail. Thank you*

City of Edinburg Notification for Rezoning Request.pdf
149K

PID:531237 FELLOWSHIP BIBLE CHURCH
PO BOX 268
EDINBURG, TX 78540-0268

PID:202000 BEN & MIKE VENTURES LLC
2600 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-7351

PID:201992 BEN & MIKE VENTURES LLC
2600 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-7351

PID:716641 PHILLIPS JONATHAN MICHAEL ERIC & CHRISTINA ELIZABETH
5131 SHALOM DR
EDINBURG. TX 78539-4297

PID:716642 BOSCAN MARIA LUISA JOA
5127 SHALOM DR
EDINBURG, TX 78539-4297

PID:716643 LANDAVERDE ADEMIR ROSAS
5123 SHALOM DR
EDINBURG, TX 78539

PID:716644 RAMA JOAN N & JAN MICHAEL C
5119 SHALOM DR
EDINBURG, TX 78539-4297

PID:716638 GONZALEZ DAVID
223 SHADWELL DR
SAN ANTONIO, TX 78228-3235

PID:716640 CORPUS FERNANDO XAVIER JR
5203 SHALOM DR
EDINBURG, TX 78541

PID:716645 ORTEGA ANGEL R
5115 SHALOM DR
EDINBURG, TX 78539-4297

PID:716637 MORA ELIZABETH
1016 E CHAMPION
EDINBURG, TX 78539-4858

PID:716639 SERIES 2-INA 5207 A SERIES OF GOMFAR REAL ESTATE LLC
5401 N MCCOLL RD
MCALLEN, TX 78504-2206

PID:716629 CANTU ROSENDO M & VANESSA D
5303 SHALOM DR
EDINBURG, TX 78539-0058

PID:716631 SERIES 3-PATY 5239 A SERIES OF GOMFAR REAL ESTATE LLC
5401 N MCCOLL RD
MCALLEN, TX 78504-2206

PID:716626 RAMIREZ DANIEL RINGO & TINA GALAVIZ
5315 SHALOM DR
EDINBURG, TX 78539

PID:716627 SALINAS SOFIA CORINE
5311 SHALOM DRIVE
EDINBURG, TX 78539-0058

PID:716628 GONZALEZ SONIA D & LILIA P ALVAREZ
5307 SHALOM DR
EDINBURG, TX 78539

PID:716630 SAENZ JORGE ALBERTO
5241 SHALOM DR
EDINBURG, TX 78539-4298

PID:716632 RODRIGUEZ ERIC A
5325 SHALOM DR
EDINBURG, TX 78539

PID:716635 UY EISTLE MARIE REGUYAL
5223 SHALOM DR
EDINBURG, TX 78539-4298

PID:716636 DE JESUS HECTOR RAFAEL
5219 SHALOM DR
EDINBURG, TX 78539

PID:716633 QUINTANILLA FEDERICO JR & MELISSA
5231 SHALOM DR
EDINBURG, TX 78539-4298

PID:202001 BEN & MIKE VENTURES LLC
2600 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-7351

PID:201991 ERILO INVESTMENTS COMPANY LLC
4808 JUNO DR
EDINBURG, TX 78539

PID:716623 HERNANDEZ MARIO E IBARRA & SILVIA N
926 CASA VIEJA ST
EDINBURG, TX 78539-4371

PID:815368 CITY OF PHARR
PO BOX 1729
PHARR, TX 78577-1632

PID:201985 IBARRA IGNACIO & MINERVA
3201 N 20TH ST
MCALLEN, TX 78501-6013

PID:897883 VILLAGES AT SUGAR RD LLC
101 MONTGOMERY ST
SAN FRANCISCO, CA 94104

PID:960615 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID:959213 KIM CHRISTY B & KWANG G
1106 MARAVILLA DR
EDINBURG, TX 78539-0037

PID:716594 GARCIA ALANN NAVA & PERLA A
925 CASA BLANCA DR
EDINBURG, TX 78539-0092

PID:716634 AREVALO TONY ORLANDO & MONICA
5227 SHALOM DRIVE
EDINBURG, TX 78539-4298

PID:201988 SILVA MARTHA FLORES
1208 W ALBERTA RD
EDINBURG, TX 78539-8071

PID:716622 BRIDGES-BAKER JASON K
922 CASA VIEJA ST
EDINBURG, TX 78539-4371

PID:716621 GONZALEZ AIDA LEE
848 CASA VIEJA DR
EDINBURG, TX 78539

PID:815367 BRIDGES PHASE III LP
5208 S SUGAR RD
EDINBURG, TX 78539-0080

PID:1468281 CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG, TX 78539-4353

PID:202077 CTC ASSET COMPANY LTD
615 BLAZE BLVD
EDINBURG, TX 78539-7062

PID:959214 SALINAS JOSE C & MARICELA
2101 MYNAH
MCALLEN, TX 78504-3808

PID:959211 TISCARENO LAURA B
4200 S VETERANS BLVD
EDINBURG, TX 78542-8811

PID:959210 BAEZ ALBERTO C & AMANDA CANALES

5110 JUNE COURT

EDINBURG, TX 78539-0032

PID:959209 ELEFANTE HONEYLEE M & DENNIS M

5106 JUNE CT

EDINBURG, TX 78539-0032

PID:959208 LE PHONG & THU N TRAN

5102 JUNE CT

EDINBURG, TX 78539-0032

PID:959207 STANSBERRY JOSHUA M & DIANA L

5016 JUNE COURT

EDINBURG, TX 78539-0033

PID:959206 CASTILLO MICHAEL & CELINA R GONZALEZ

3001 S.L. ST UNIT 3

MCALLEN, TX 78503-1667

PID:959205 CALVILLO CARLOS

5008 JUNE COURT

EDINBURG,, TX 78539-0033

PID:959204 GRAJEDA MIGUEL & CRISTINA

5004 JUNE CT

EDINBURG, TX 78539

PID:959203 FORBES KELBY COLE & JUDITH

5003 JUNE CT

EDINBURG, TX 78539-0034

PID:959202 SALDIERNA JULIO Q & MYRIAM A REYES CORTEZ

913 E MYRTLE BEACH AVE APT 3

MCALLEN, TX 78503-1976

PID:959201 FARAZMAN PARISA

5011 JUNE CT

EDINBURG, TX 78539-0034

PID:959200 BATISTE KRISTINE KATE H

5015 JUNE COURT

EDINBURG, TX 78539-0034

PID:959199 DE LEON JASON & DENISE VEGA

5101 JUNE COURT

EDINBURG, TX 78539-0041

PID:959198 BRIALES ANNA LILIA

5105 JUNE COURT

EDINBURG, TX 78539-0041

PID:959197 KHRAICHE MAROULA

5109 S JUNE CT

EDINBURG, TX 78539-0041

PID:959212 WIRSCHING MICHAEL C

1102 MARAVILLA DR

EDINBURG, TX 78539-0037

PID:542019 FELLOWSHIP BIBLE CHURCH

PO BOX 268

EDINBURG, TX 78540-0268

PID:1013416 CITY OF EDINBURG

PO BOX 1079

EDINBURG, TX 78540-1079

PID:1013451 GOMEZ RAUL ROLANDO JR & DEBRA DENISE

1106 MAY DR

EDINBURG, TX 78539-0258

PID:1013447 CHANG ERIC & CHELSEA H CO-TRUSTEES

4914 JUNE DR

EDINBURG, TX 78539-0044

PID:1013449 BUNTA SILVIU NICOLAE & MARIA

4922 JUNE DR

EDINBURG, TX 78539-0044

PID:1013450 SAEI HAMZAH & LAYLA AL-MIDANI

1102 MAY DR

EDINBURG, TX 78539-0258

PID:716624 OYARSABAL MARIO MOLINA & ARACELI MOLINA

6405 VENUS LN

PHARR, TX 78577

PID:716593 SAAVEDRA JOANNA E

921 CASA BLANCA DRIVE

EDINBURG, TX 78539-0092

PID:1468146 CITY OF EDINBURG

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID:716625 LOPEZ VANESA

5319 SHALOM

EDINBURG, TX 78539

PID:716592 GARATE LAUREN HERNANDEZ & EDGAR

917 CASA BLANCA

EDINBURG, TX 78539-0092

PID:1181074 MFTP RV LLC

7334 BLANCO ROAD

SAN ANTONIO, TX 78216-4350

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT, TRACT I: A 0.5 ACRES OF LAND, BEING THE NORTH 220 FEET OF THE WEST 99.0 FEET OF THE NORTH 440 FEET OF LOT 59, TRACT II: A 2.50 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE WEST 99.0 FEET OF LOT 59, TRACT III: A 3.0 ACRE TRACT OF LAND OUT OF LOT 59, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 1000 WEST ALBERTA 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, Urban (RU) & Townhome 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 Tract I: A 0.5 acres of land, Being the north 220 feet of the west 99.0 feet of the north 440 feet of lot 59, Tract II: A 2.50 acre tract of land, more or less, out of the west 99.0 feet of lot 59, Tract III: A 3.0 acre tract of land out of lot 59, Kelly-Pharr Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 3, Page 133, Deed Records, Hidalgo County, Texas, Located at 1000 West Alberta Road, Edinburg, Hidalgo County, Texas, from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome 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 June 26, 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 denied 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 July 15, 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, Urban (RU) & Townhome 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 the Residential, Urban (RU) & Townhome 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 15th day of July 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: July 15, 2025
PUBLIC HEARINGS
Agenda Item No: 7.B.
Rezoning Request - Melden and Hunt, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, 0.171 of One Acre Consisting of: 0.163 of One Acre Being All of Lot 12, and 0.008 of One Acre Out of Lot 11, All Out of Block 168, Amended Plat of Edinburg Original Townsite, City of Edinburg, Hidalgo County, Texas, Located at 321 West Loeb Street, as Requested by Melden and Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the northeast intersection of North 8th Avenue and West Loeb Street. This property is currently zoned Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. The lot has 50.00 feet of frontage along West Loeb Street and 142 feet of frontage along North 8th Avenue feet for a total lot area of approximately 7,448.76 square feet. The requested zoning designation is the Residential, Multi-Family (RM) District, which is a high intensity residential district intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot). There is an existing home at this location and the applicant is requesting the zone change build a triplex at this location.

Adjacent zoning is Residential, Multi-Family (RM) District to the north, Residential, Primary District (RP) District to the east, Residential, Multi-Family (RM) District to the south, and Downtown (DT) District to the west. Surrounding land consists of residential uses and institutional uses. The future land use designation for this property is Auto-Urban Uses.

Staff mailed a notice of the public hearing to 24 neighboring property owners on Friday, June 13, 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 June 25, 2025.

On June 20, 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 June 26, 2025, the Planning & Zoning Commission recommended with a vote of 3-2 to deny the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District based on the character of the area. The north block of West Loeb Street is pre-dominantly single-family residential uses. Additionally, this property does not meet the minimum lot standards for a development in the requested district. 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 – 06/26/25
CITY COUNCIL – 07/15/25
DATE PREPARED – 06/18/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Jose Barron

AGENT: Melden and Hunt, Inc.

LEGAL: 0.171 of one acre consisting of: 0.163 of one acre being all of Lot 12, and 0.008 of one acre out of Lot 11, all out of block 168, Amended Plat of Edinburg Original Townsite, City of Edinburg, Hidalgo County, Texas

LOCATION: 321 West Loeb Street

LOT/TRACT SIZE: Approximately 7,448.76 square feet

CURRENT USE: Existing residential home

PROPOSED USE: Multi-Family Development (triplex)

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING:
North – Residential, Multi-Family (RM) District
South – Residential, Multifamily (RM) District
East – Residential, Primary (RP) District
West – Downtown (DT) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District

REZONING REQUEST
MELDEN AND HUNT, INC.

EVALUATION

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

1. There is an existing home at this location and the applicant is requesting the zone change to build a triplex.

2. This property does not meet the minimum lot standards for a development in the requested district.

3. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District based on the character of the area. The north block of West Loeb Street is pre-dominantly single-family residential uses. Additionally, this property does not meet the minimum lot standards for a development in the requested district. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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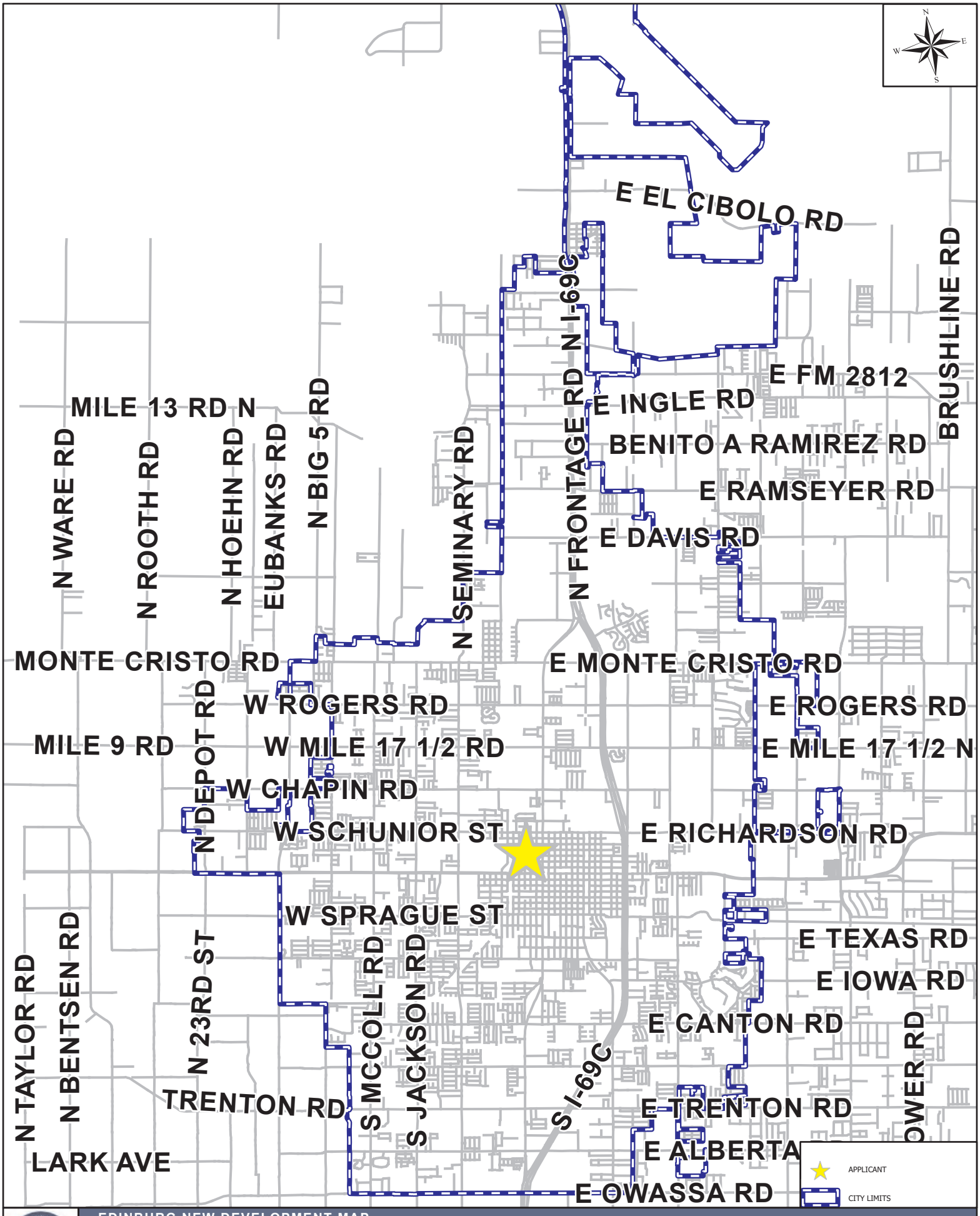


EDINBURG NEW DEVELOPMENT MAP

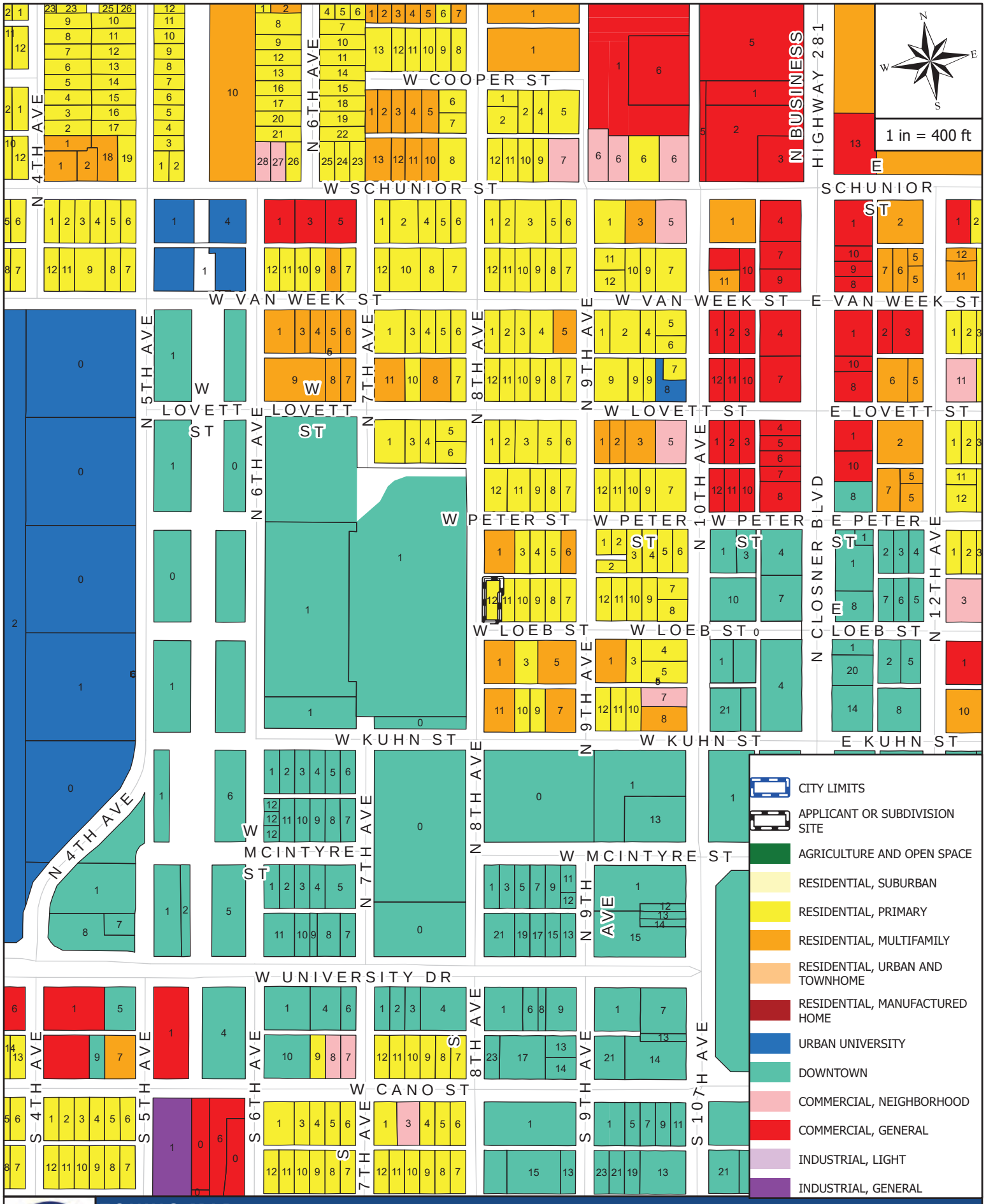
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0283 321 W LOEB ST

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

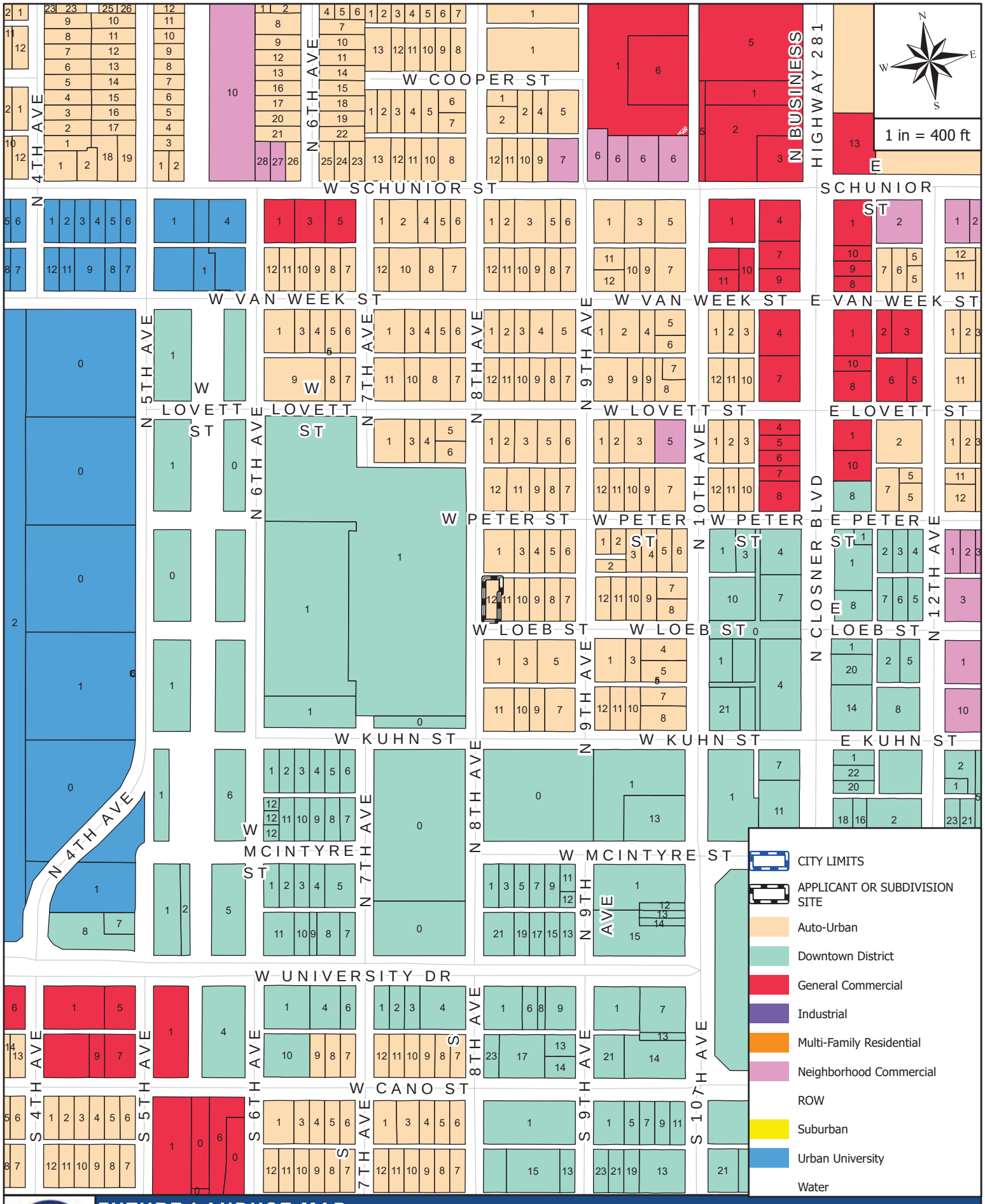
RZNE-2025-0283 321 W LOEB ST



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

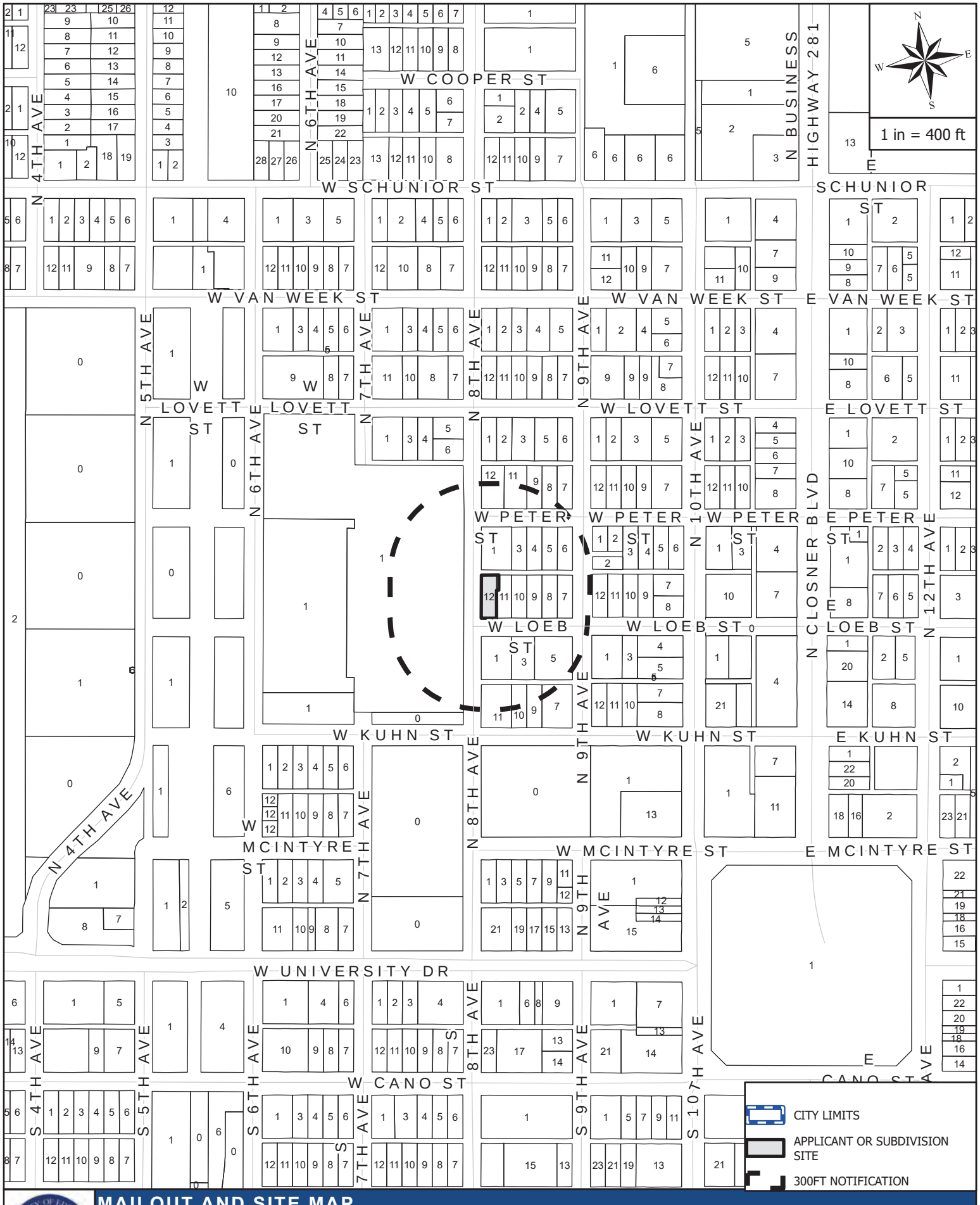
RZNE-2025-0283 321 W LOEB ST



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0283 321 W LOEB ST



MAILOUT AND SITE MAP

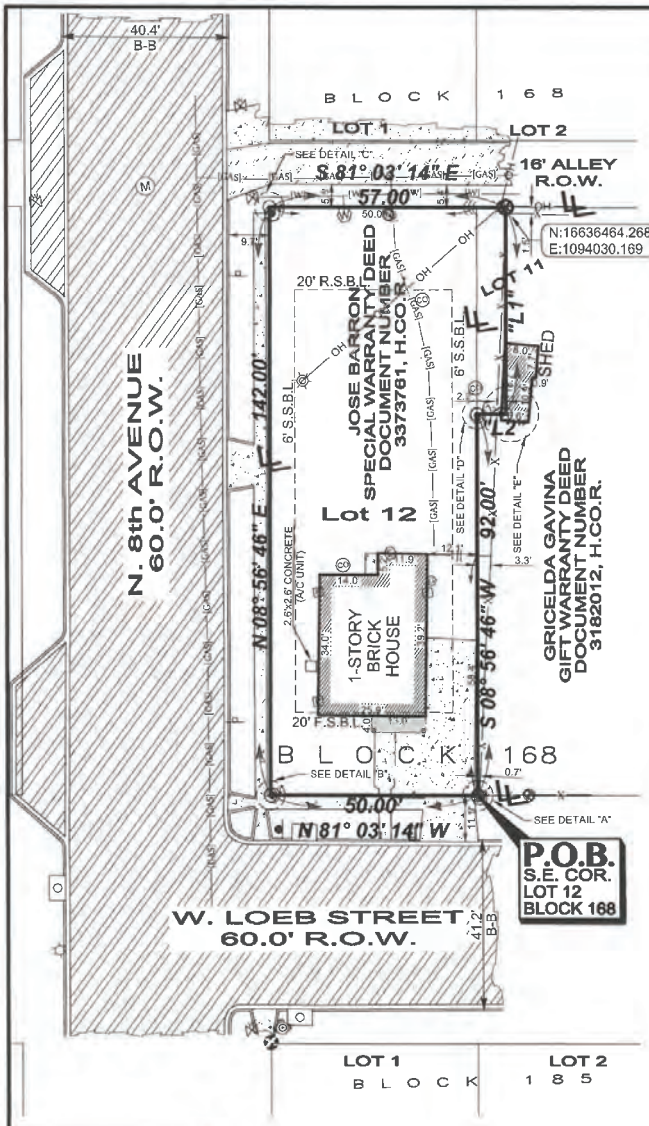
APPLICANT AND/OR SUBDIVISION:

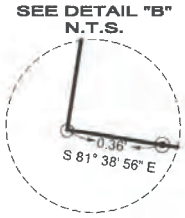
RZNE-2025-0283 321 W LOEB ST

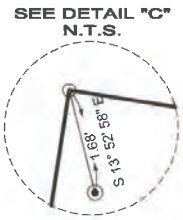
Rezoning Request Site Photo

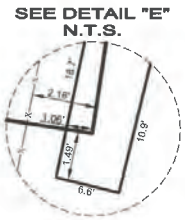
Melden and Hunt, Inc.

321 West Loeb Street









FLOOD ZONE

ZONE "X" (SHADED)

AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER: 480338 0015 E
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 14, 2001

LEGEND

- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND PIPE (SIZE AS NOTED)
- FOUND "X" MARK ON CONCRETE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- POWER POLE
- LIGHT POLE
- SERVICE POLE WITH LIGHT
- GUY WIRE
- SINGLE POST SIGN
- STOP SIGN
- MAIL BOX
- FIRE HYDRANT
- WATER METER
- WATER FAUCET
- WATER VALVE
- MANHOLE
- CLEANOUT
- TYPE "A" INLET
- GAS METER
- ABANDONED GAS METER
- ELECTRICAL METER
- GATE POST
-]I[ ]I[HOG WIRE FENCE
- X X CHAIN LINK FENCE
- OH OH OVERHEAD POWER LINE
- [GAS] [GAS] SPOTTED GAS LINE [APPROXIMATE LOCATION]
- [W] [W] SPOTTED WATER LINE [APPROXIMATE LOCATION]
- ASPHALT AREA
- CONCRETE AREA
- COVERED AREA
- DIRT DRIVEWAY

B-B - BACK OF CURB TO BACK OF CURB
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
S.E. COR. - SOUTHEAST CORNER
S.S.B.L. - SIDE SETBACK LINE
R.S.B.L.. - REAR SETBACK LINE
F.S.B.L.. - FRONT SETBACK LINE
P.O.B. - POINT OF BEGINNING
LL - LOT LINE

Line Table		
Line #	Direction	Length
"L1"	S 08° 56' 46" W	50.00'
"L2"	N 81° 03' 14" W	7.00'

PLAT SHOWING 0.171 OF ONE ACRE CONSISTING OF: 0.163 OF ONE ACRE BEING ALL OF LOT 12 AND 0.008 OF ONE ACRE OUT OF LOT 11 ALL OUT OF BLOCK 168, AMENDED PLAT OF EDINBURG ORIGINAL TOWNSITE VOLUME 1, PAGE 23 H.C.M.R. CITY OF EDINBURG HIDALGO COUNTY, TEXAS

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 NORTHWEST CORNER OF SAID LOT 12 BLOCK 168.
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 EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.
5. SETBACKS NOT SHOWN ON RECORDED PLAT. SETBACKS AS PER CITY OF EDINBURG PLANNING DEPARTMENT.

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 03/25/2025 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 04/28/2025

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

BOOK: T-1253, PG. 37
DATE: 4/22/2025
JOB No. 25034.08
FILE NAME: 25034.08
DRAWN BY: J.C./J.R.C.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Today's Date: 5/30/25

Case # : _____

OWNER INFORMATION

Name: Jose Barron **Phone No. :** c/o(956)381-0981

Contact Name: Jose Barron

Mailing Address: 321 W. Loeb Street **City:** Edinburg **Zip:** 78541

Email Address: jbdsocal@hotmail.com

APPLICANT INFORMATION

Name: Melden & Hunt, Inc. **Phone No. :** (956) 381-0981

Contact Name: Ruben James De Jesus

Mailing Address: 115 W. McIntyre Street **City:** Edinburg **Zip:** 78541

Email Address: ruben@meldenandhunt.com

PROPERTY INFORMATION

Address/Location being Rezoned: 321 W. Loeb Street

Legal Description of Property: **Property ID(s):** 164631

0.171 of one acre o/o Lot 11 & 12 Block 168, Amended Plat of Edinburg Original Townsite

Zone Change: From: RP - RESIDENTIAL, PRIMARY **To:** RM - RESIDENTIAL, MULTIFAMILY

Existing Land Use: Residential Home

Reason for Zone Change: Proposing to built a tri-plex

Ruben James De Jesus
(Please Print Name)

Signature

AMOUNT PAID $ _____ **RECEIPT NUMBER** _____

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

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

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

415 W. University Drive • Edinburg, Texas 78541 • Phone (956) 388-8202 Fax (956) 292-2080
www.cityofedinburg.com

THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Zone Change Requirements

All items are required to be submitted with the application.

	DATE	INITIALS
1. Zoning Application	_____	_____
2. Application Fee $400 (NON-REFUNDABLE)	_____	_____
3. Survey	_____	_____
4. Metes & Bounds Description	_____	_____
5. Warranty Deed	_____	_____
6. Preliminary Site Plan / Sketch	_____	_____
7. If not owner, Authorization Letter from Owner	_____	_____
8. Special Use Permit (if aaplicable)	_____	_____

NOTE: IF ACREAGE PROPERTY IS INVOLVED, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS

OFFICE USE ONLY

Staff Recommendation	☐ Approval	☐ Denial
Planning & Zoning	☐ Approved	☐ Denied
City Council	☐ Approved	☐ Denied

Case #

Comments:

415 W. University Drive • Edinburg, Texas 78541 • Phone (956) 388-8202 Fax (956) 292-2080
www.cityofedinburg.com

OWNER NOTIFICATION LIST REPORT

PID:164620 MENDEZ JOSE S & ALMANIRIA
418 N 8TH AVE #1
EDINBURG, TX 78541-3360

PID:692209 EDINBURG CONS IND SCHOOL
PO BOX 990
EDINBURG, TX 78540-0990

PID:164373 SALINAS GENEVIEVE
303 W PETER ST
EDINBURG, TX 78541-3347

PID:164374 EVINS BLANCA E
305 W PETER ST
EDINBURG, TX 78541-3347

PID:164639 AGAPE INTERNATIONAL MINISTRIES OF EDINBURG INC
15610 N HOEHN RD
EDINBURG, TX 78541-5708

PID:164375 VERA JOSE CARLOS
3415 N JACKSON RD
EDINBURG, TX 78541

PID:164640 SALINAS TOMAS & MARIA DE JESUS
308 W LOEB ST
EDINBURG, TX 78541-3336

PID:164642 Z EQUITIES LLC
1229 E 10TH STREET
BROOKLYN, NY 11230-4718

PID:164641 MONTEMAYOR GUSTAVO
730 OREGANO ST
EDINBURG, TX 78541-8064

PID:164643 CASTILLEJA OLIVIA
309 W KUHN ST
EDINBURG, TX 78541-3329

PID:164376 SWEARENGIN DARRELL J III
1126 S FLORIDA
MERCEDES, TX 78570-3920

PID:164644 BUENTELLO JUAN JR & ANITA
PO BOX 472
EDINBURG, TX 78540-0472

PID:164645 Z EQUITIES LLC
1229 E 10TH STREET
BROOKLYN, NY 11230-4718

PID:164372 SALINAS ELIDA
5838 E CHAPIN RD
EDINBURG, TX 78542-2575

PID:164626 WOOD STEVE & LINDA
102 SKYLAND BLVD
TIJERAS, NM 87059-8118

PID:164631 BARRON JOSE
687 GRANITE ST
IMPERIAL, CA 92251-2501

PID:164627 WOOD STEPHEN
102 SKYLAND BLVD
TIJERAS, NM 87059-8118

PID:164628 PURSELLEY DUANE RAY
909 SALTILLO ST
EDINBURG, TX 78539-5850

PID:164629 SALINAS MARIO A & MIRNA L
315 W LOEB ST
EDINBURG, TX 78541-3335

PID:164630 GAVINA GRICELDA
319 W LOEB ST
EDINBURG, TX 78541-3335

PID:164623 GODOY MARINA
1215 TANGLEWOOD DR
EDINBURG, TX 78539-7452

PID:164622 CASTILLO PORFORIA T & ANNA C
312 W PETER ST
EDINBURG, TX 78541-3348

PID:164625 BARBOZA OSCAR SANCHEZ
302 PETER ST
EDINBURG, TX 78541

PID:164624 BARAJAS ALEJANDRO ET AL
1215 TANGLEWOOD DR
EDINBURG, TX 78539-7452

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, 0.171 OF ONE ACRE CONSISTING OF: 0.163 OF ONE ACRE BEING ALL OF LOT 12, AND 0.008 OF ONE ACRE OUT OF LOT 11, ALL OUT OF BLOCK 168, AMENDED PLAT OF EDINBURG ORIGINAL TOWNSITE, CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 321 WEST LOEB 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 Residential, Primary (RP) District to Residential, Multi-Family (RM) 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 0.171 of one acre consisting of: 0.163 of one acre being all of Lot 12, and 0.008 of one acre out of Lot 11, all out of block 168, Amended Plat of Edinburg Original Townsite, City of Edinburg, Hidalgo County, Texas, Located at 321 West Loeb Street, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Multi-Family (RM) 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 June 26, 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 denied 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 July 15, 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, Primary (RP) District to Residential, Multi-Family (RM) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and added to the Residential, Multi-Family (RM) District.

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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 0.171 OF ONE ACRE CONSISTING OF: 0.163 OF ONE ACRE BEING ALL OF LOT 12, AND 0.008 OF ONE ACRE OUT OF LOT 11, ALL OUT OF BLOCK 168, AMENDED PLAT OF EDINBURG ORIGINAL TOWNSITE, CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 321 WEST LOEB STREET, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR MULTI-FAMILY RESIDENTIAL 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 Multi-Family Residential 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 Multi-Family Residential Uses. The conditions that exist are:

(1) Population growth requiring more Multi-Family Residential Uses;
(2) Expansion and development of Multi-Family Residential 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 15th day of July, 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: July 15, 2025
PUBLIC HEARINGS
Agenda Item No: 7.C.
Rezoning Request - Perez Consulting Engineers

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, a 1.0 Acre Tract of Land Out of Lot 31, Kelly-Pharr Subdivision, Hidalgo County, Texas as Per Map Recorded in Volume 3, Pages 133-134, Deed Records, Hidalgo County, Texas, Located at 716 East Wisconsin Road, as Requested by Perez Consulting Engineers. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the south side of East Wisconsin Road, approximately 800 feet west of South Frontage Road. This 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 tract has 172 feet of frontage along East Wisconsin Road and a lot depth of 233.26 feet for a total lot area of 1.0 acre. 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. There is an existing home at this location and the applicant is requesting the zone change to subdivide and establish a new business. The applicant has since submitted the Payne Volkswagen Edinburg Subdivision, which would consist of this tract along with adjacent commercial properties for a proposed one lot subdivision.

Adjacent zoning is Residential, Suburban (RS) District to the north and Commercial, General (CG) District in all other directions. Surrounding land consists of residential uses and vacant land. The future land use designation for this property is General Commercial Uses.

Staff mailed a notice of the public hearing to 12 neighboring property owners on Friday, June 13, 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 June 25, 2025.

On June 20, 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 June 26, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District based on adjacent zoning districts and the Future Land Use map. 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 – 06/26/25
CITY COUNCIL – 07/15/25
DATE PREPARED – 06/18/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Suburban (RS) district to Commercial, General (CG) District

APPLICANT: EMP Holdings, LLC.

AGENT: Perez Consulting Engineers

LEGAL: A 1.0 acre tract of land out of Lot 31, Kelly-Pharr Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Pages 133-134, Deed Records, Hidalgo County, Texas

LOCATION: 716 East Wisconsin Road

LOT/TRACT SIZE: 1.00 acres

CURRENT USE: Existing residential home

PROPOSED USE: Commercial development

EXISTING ZONING: Residential, Suburban (RS) District

ADJACENT ZONING:
North – Residential, Suburban (RS) District
South – Commercial, General (CG) District
East – Commercial, General (CG) District
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District

REZONING REQUEST
PEREZ CONSULTING ENGINEERS

EVALUATION

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

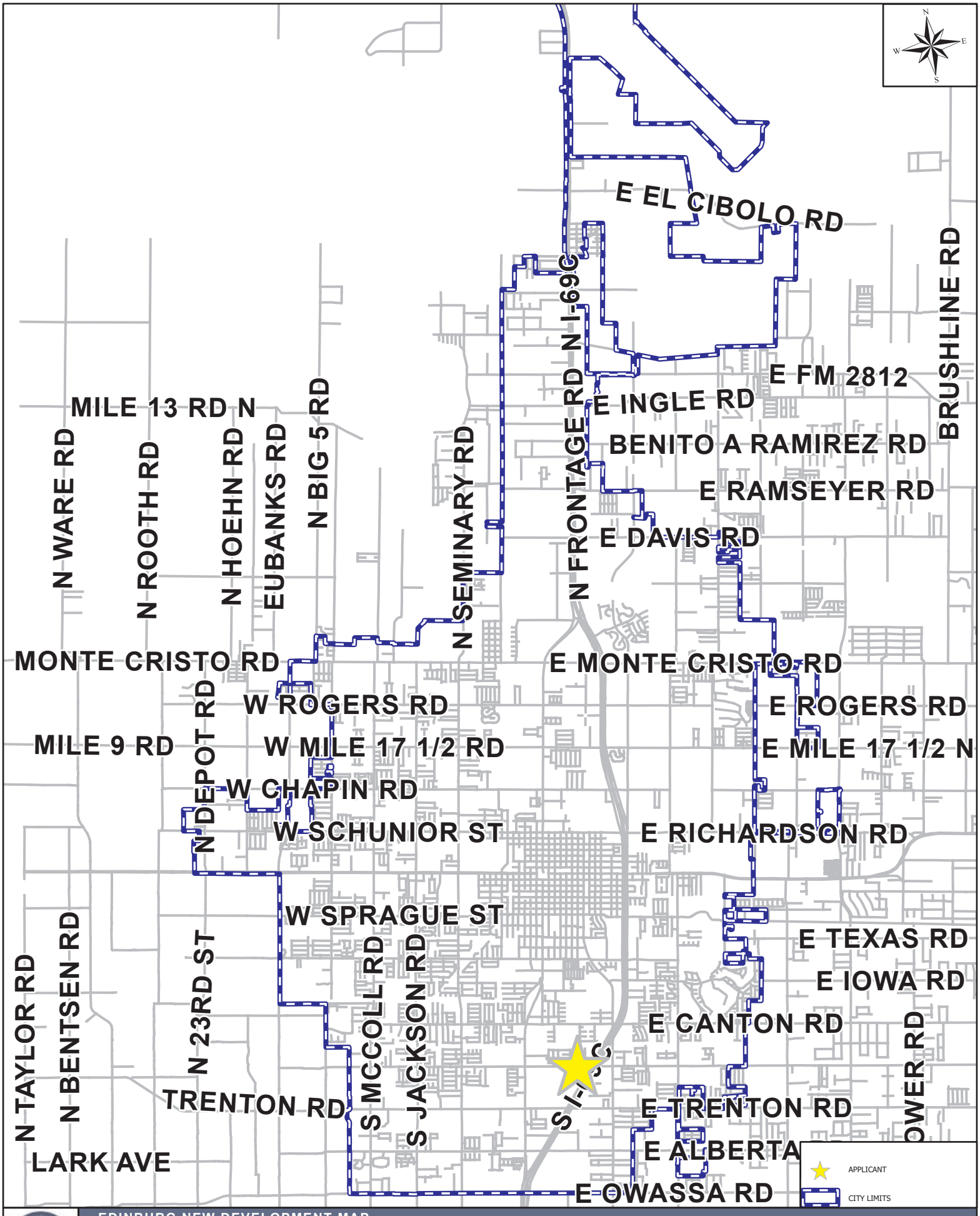
1. There is an existing home at this location and the applicant is requesting the zone change to subdivide and establish a new business.

2. Adjacent zoning is Residential, Suburban (RS) District to the north and Commercial, General (CG) District in all other directions.

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

Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District based on adjacent zoning districts and the Future Land Use map. 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 12 neighboring property owners on Friday, June 13, 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 June 25, 2025.



EDINBURG NEW DEVELOPMENT MAP

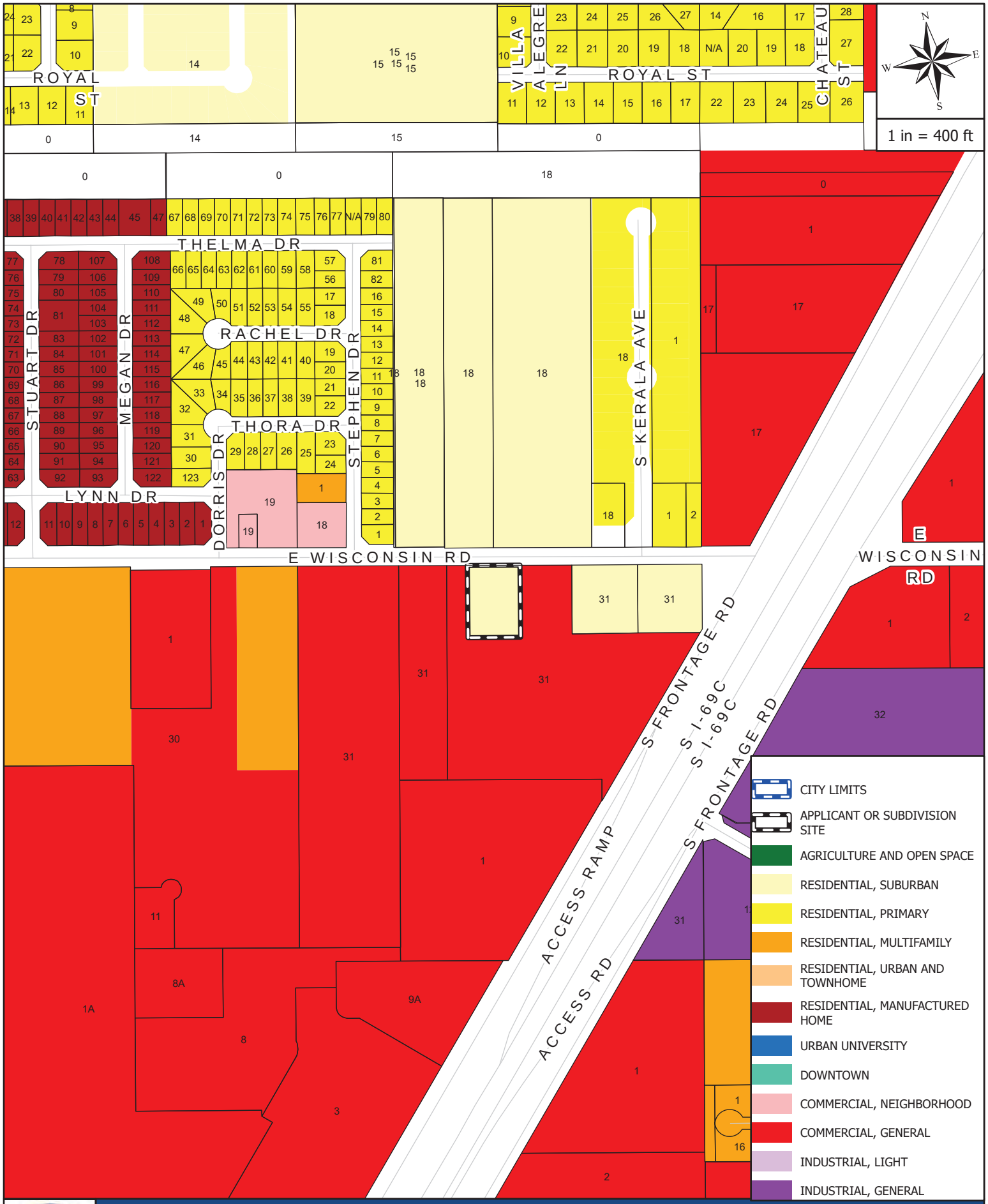
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0281 716 E WISCONSIN RD

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

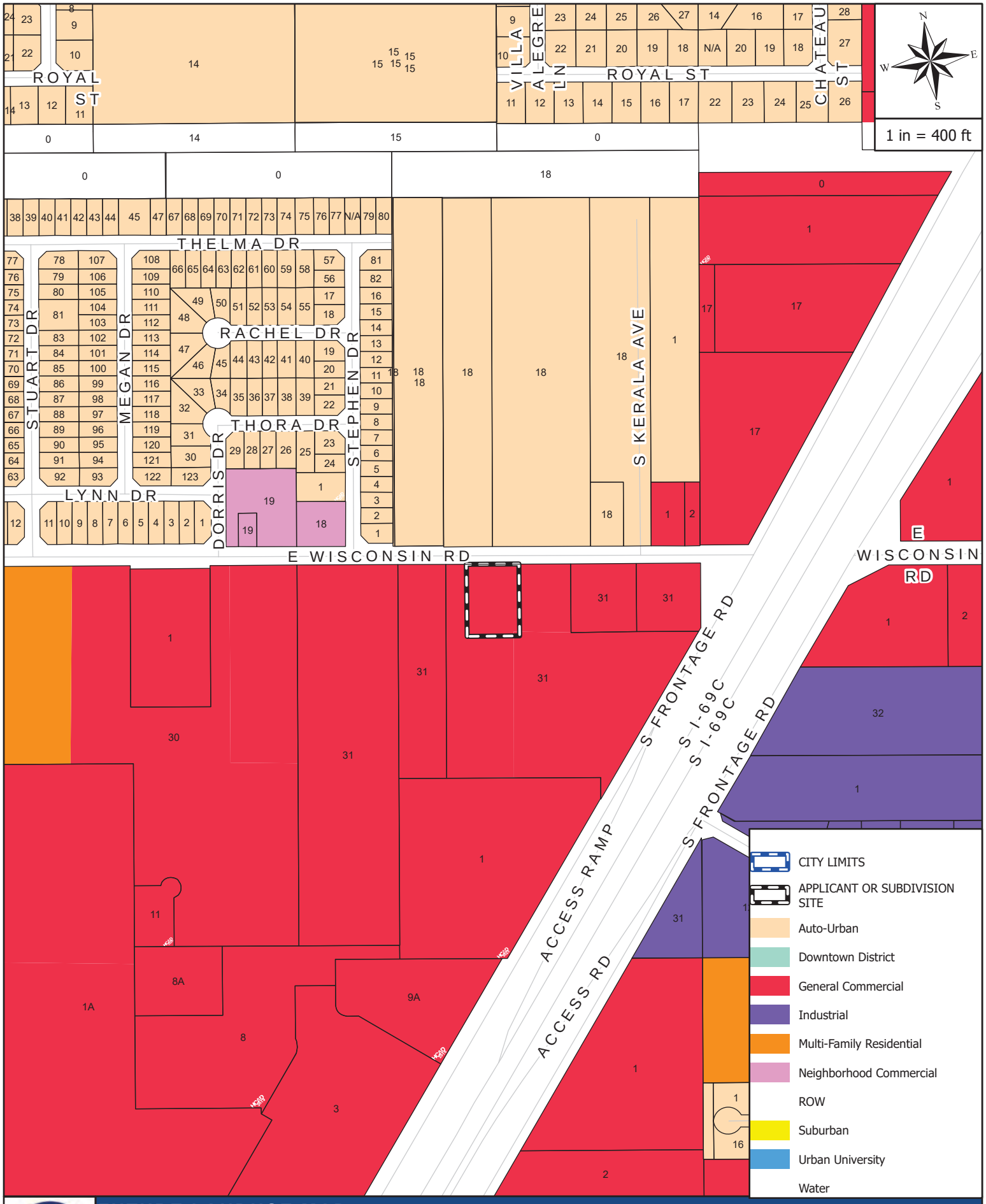
RZNE-2025-0281 716 E WISCONSIN RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

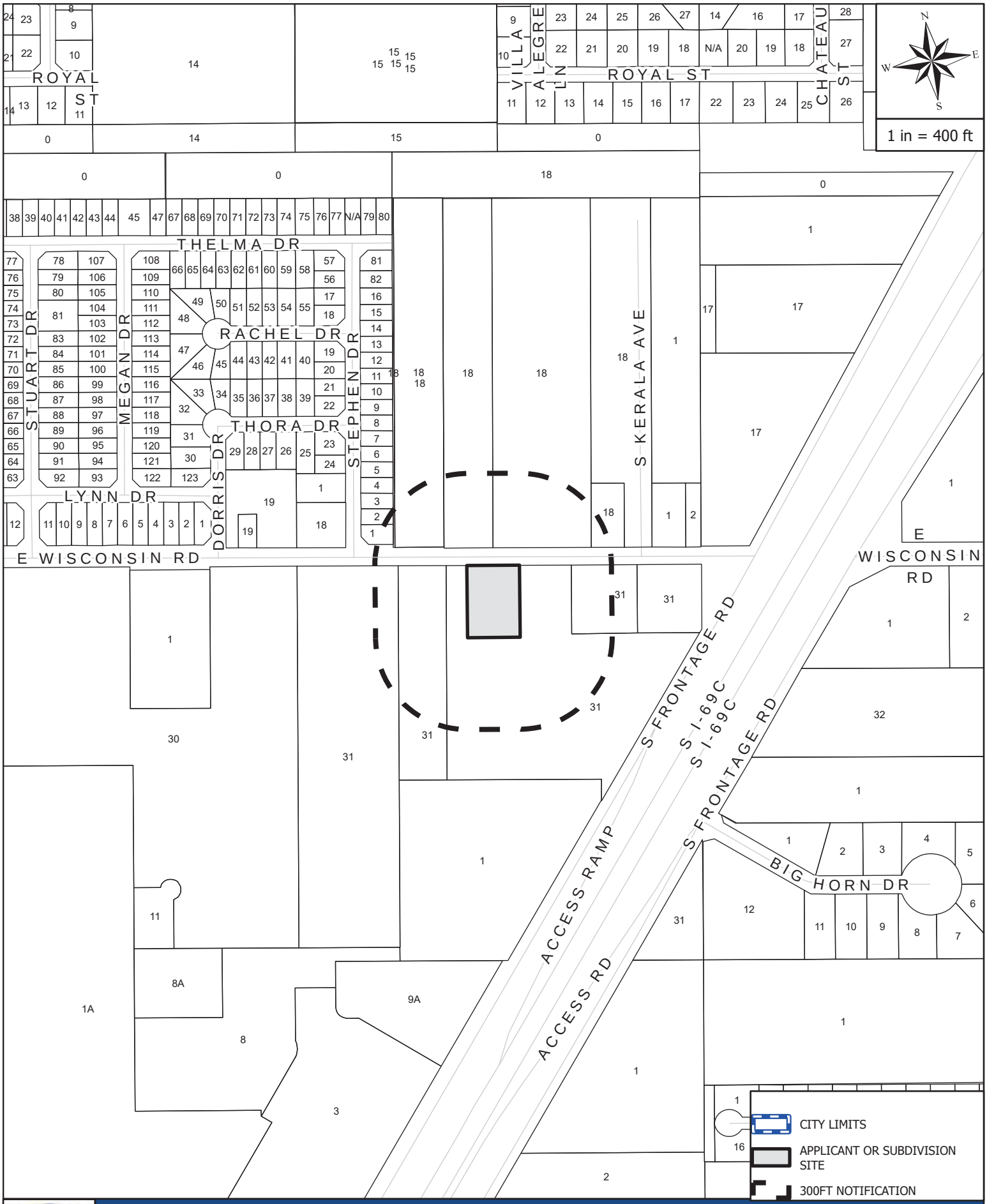
RZNE-2025-0281 716 E WISCONSIN RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0281 716 E WISCONSIN RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0281 716 E WISCONSIN RD

Rezoning Request Site Photo

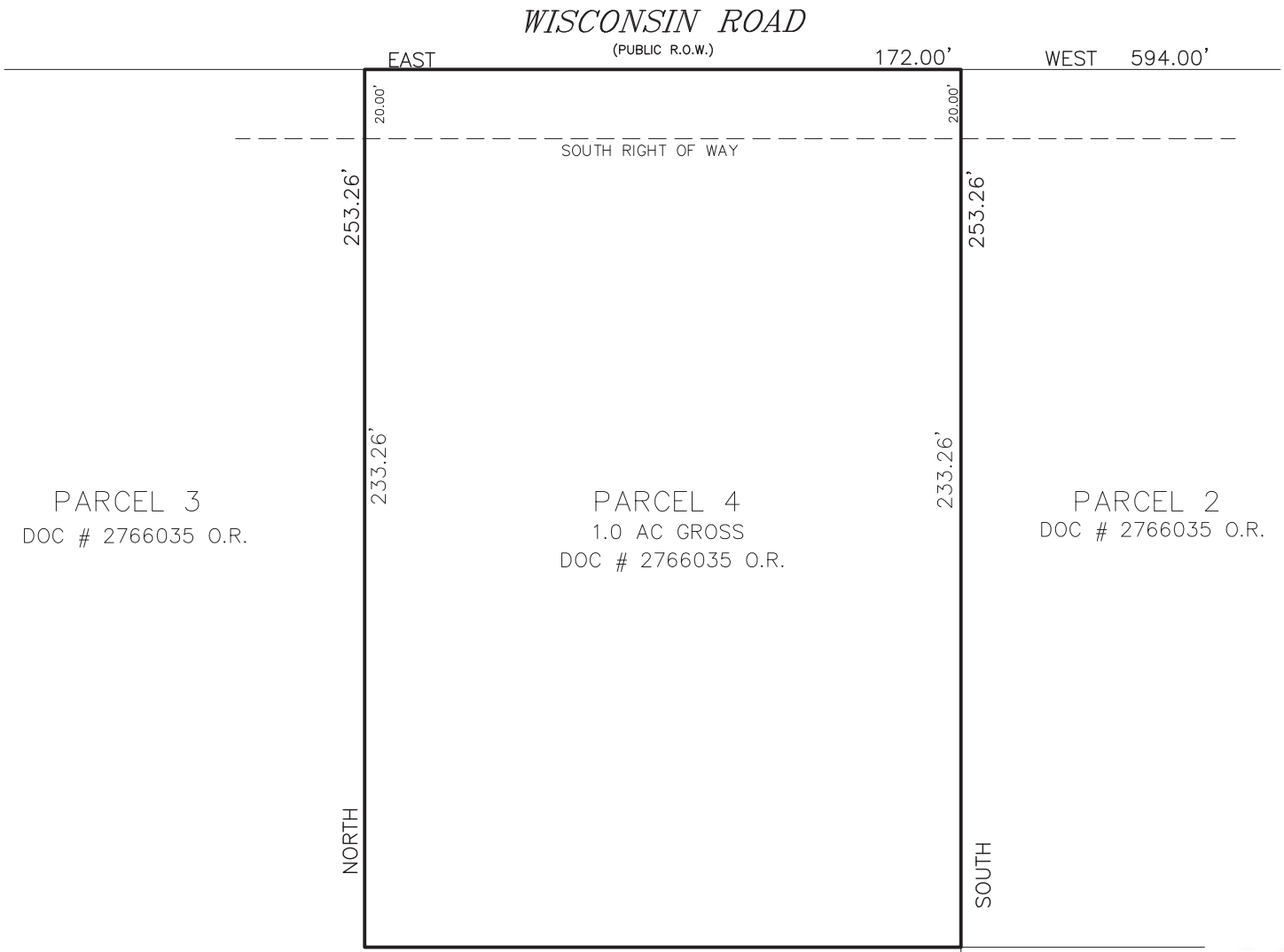
Perez Consulting Engineers

716 East Wisconsin Road

N.T.S.

EXHIBIT SHOWING

A 1.0 ACRE TRACT OF LAND OUT OF LOT 31, KELLY–PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 3 PAGES 133–134, DEED RECORDS, HIDALGO COUNTY, TEXAS.



05-26-25

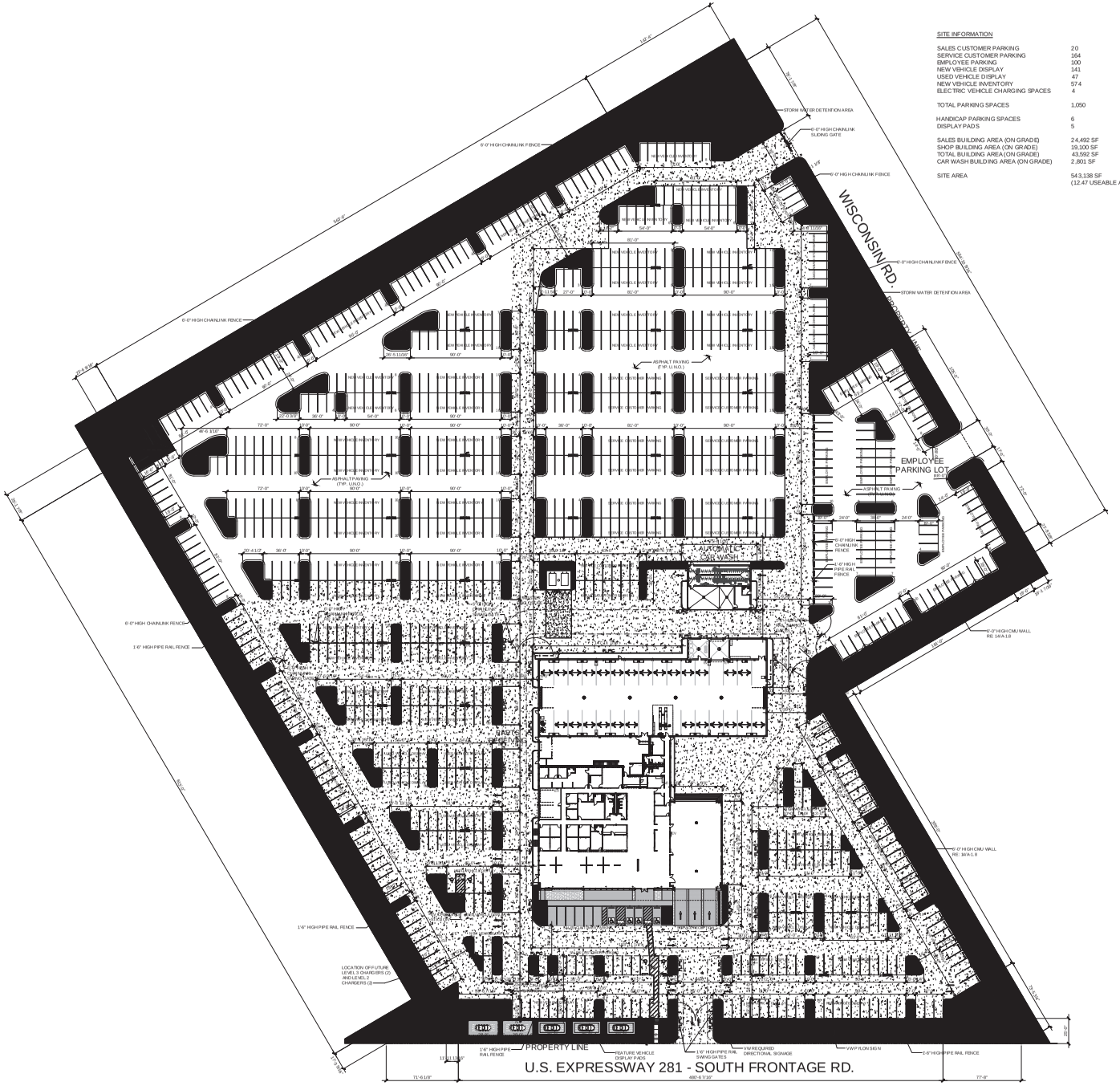
STATE OF TEXAS REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL LAND SURVEYOR

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED

EXHIBIT B

JOB NUMBER
RIO23–329 REZONE

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956–262–0222
EMAIL: MARIO@RIODELTASURVEYING.COM
T.B.P.L.S. FIRM # 10013900



SITE INFORMATION

SALES CUSTOMER PARKING	20
SERVICE CUSTOMER PARKING	164
EMPLOYEE PARKING	100
NEW VEHICLE DISPLAY	141
USED VEHICLE DISPLAY	47
NEW VEHICLE INVENTORY	574
ELECTRIC VEHICLE CHARGING SPACES	4
TOTAL PARKING SPACES	1,050
HANDICAP PARKING SPACES	6
DISPLAY PADS	5
SALES BUILDING AREA (ON GRADE)	24,492 SF
SHOP BUILDING AREA (ON GRADE)	19,100 SF
TOTAL BUILDING AREA (ON GRADE)	43,592 SF
CAR WASH BUILDING AREA (ON GRADE)	2,801 SF
SITE AREA	543,138 SF (12.47 USEABLE ACRES)

SEPARATE PERMITS:

GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING SEPARATE PERMITS FOR SIGNAGE, FENCES, FIRE SPRINKLER, IRRIGATION, ENTRY GATES, FIRE ALARM.

ENTRY GATES NOTE:

ALL SWINGING ENTRY GATES ACROSS A FIRE LANE ARE TO BE MANUAL SWINGING ENTRY GATES. CONTRACTOR SHALL COORDINATE SPECIFIC OPERATIONAL REQUIREMENTS WITH FIRE MARSHAL'S OFFICE INCLUDING LOCKING DEVICE ON GATES. PROVIDE MINIMUM 3'-0" WIDE OPENING IN PIPE RAIL FENCE ADJACENT TO ALL VEHICULAR GATES.

LIGHTING NOTE:

THE PROPOSED LIGHTING FOR THE SUBJECT PROPERTY IS IN CONFORMANCE WITH THE LIGHTING AND GLARE REGULATION AS SPECIFIED IN THE CITY OF EDINBURG CODE OF ORDINANCES.

MECHANICAL AND HVAC EQUIPMENT SCREEN NOTE:

MECHANICAL AND HVAC EQUIPMENT IN NON-RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

SANITATION CONTAINER SCREEN NOTE:

THE SANITATION CONTAINER SCREENING WALLS WILL BE CMU, INCLUDING A METAL GATE, PRIMED AND PAINTED. THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF EDINBURG DESIGN SPECIFICATIONS, SUBJECT TO REVIEW AND APPROVAL BY THE SANITATION COORDINATOR. REFER TO SHEET A-1.7 FOR ADDITIONAL INFORMATION.

FIRE CODE LEGEND

FH — FIRE HYDRANTS

FLPC — FIRE LANE PAINTED CURBS

FLPP — FIRE LANE (W/WIDE) PAINTED PAVING

SITE LEGEND

- NEW LED SITE LIGHTING FIXTURE, POLE AND CONCRETE BASE
- POWER POLE
- GUY
- OVERHEAD ELEC. & TEL. LINES
- WATER MAIN
- GAS MAIN
- NEW CHAIN LINK FENCE
- H/C ACCESSIBLE ROUTE AND PEDESTRIAN SAFE PATH OF TRAVEL
- AREA TO BE LANDSCAPED. IRRIGATION TO UTILIZE SEPARATE METER
- DECORATIVE STONE PAVERS
- CONCRETE PAVEMENT
- GRAVEL

NORTH

CDI
Douglass + Pye
5065 WESTHEIMER RD.
SUITE #1100
HOUSTON, TEXAS 77056
TEL: (713) 783.5900
FAX: (713) 783.6066
www.cdi-douglass-pye.com

ISSUE	DATE	NO.
60% REVIEW	08/07/24	1
REVIEW	08/20/24	2
REVIEW	08/23/24	3
90% REVIEW	10/04/24	4
REVIEW	12/12/24	5

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PAYNE VOLKSWAGEN

EDINBURG, TEXAS

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

DIMENSION SITE PLAN

SHEET NO. A-1.1

PROJECT NO. 22420.03

These drawings are for communication of design intent only. These are progress drawings and subject to change. These drawings are not stalled or intended for construction or fabrication.

DIMENSION SITE PLAN — 1" = 40'-0" — 01

THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Case # : R2NE-2025-0281 **Today's Date:** 5/23/25

OWNER INFORMATION

Name: EMP Holdings, LLC **Phone No. :** 956-969-2525
Contact Name: Austin Payne
Mailing Address: 2401 W. Expressway 83 **City:** Weslaco **Zip:** 78599
Email Address: austin@paynegroup.com

APPLICANT INFORMATION

Name: Perez Consulting Engineers **Phone No. :** 956-631-4482
Contact Name: David Perez
Mailing Address: 808 Dallas Ave. **City:** McAllen **Zip:** 78501
Email Address: dp@perezce.com and ah@perezce.com

PROPERTY INFORMATION

Address/Location being Rezoned: 716 E. Wisconsin, Edinburg, Texas
Legal Description of Property: **Property ID(s):** 201867
12.47 acre tract of land out of Lot 31, Kelly-Pharr Subdivision, Hidalgo County, TX as per map record
in Vol. 3, Pgs 133-134, (DOC 2766035 & DOC 2811215)
Zone Change: From: RS - RESIDENTIAL, SUBURBAN **To:** CG - COMMERCIAL, GENERAL
Existing Land Use: empty building/dwelling
Reason for Zone Change: Resubdividing for new business

David Perez, P.E.
(Please Print Name)

Signature

AMOUNT PAID $ 400.00 **RECEIPT NUMBER**

PUBLIC HEARING DATE (PLANNING & ZONING COMMISION) - 5:30 PM : 6/26/25
PUBLIC HEARING DATE (CITY COUNCIL) - 6:00 PM: 7/15/25
(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

OWNER NOTIFICATION LIST REPORT

PID:201871 SHOPPES AT RIO GRANDE VALLEY LP
149 COLONIAL RD
MANCHESTER, CT 06042-2307

PID:201865 EMP HOLDINGS LLC
2401 E EXPRESSWAY 83
WESLACO, TX 78599-5512

PID:646769 RIVAS JAIME
3334 STEPHEN
EDINBURG, TX 78539-6580

PID:641925 PERALES JUAN J CORONADO
1208 FOSTER ST
SAN JUAN, TX 78589-4434

PID:201740 FIGUEROA LEO L & MARTHA I
2502 GARZA ST
EDINBURG, TX 78539-6637

PID:1568934 KUTTOTHARA CORPORATION
2012 TURTLE LAKE AVE
EDINBURG, TX 78539

PID:201867 EMP HOLDINGS LLC
2401 E EXPRESSWAY 83
WESLACO, TX 78599-5512

PID:646767 GARCIA DALIA S & SAMUEL R
3342 STEPHEN
EDINBURG, TX 78539-6580

PID:201868 CANTU GRACIELA
1228 S GUMWOOD ST
PHARR, TX 78577-6022

PID:201747 GUERRA ASENETTE
627 SANTA ANA AVE
EDINBURG, TX 78541-7251

PID:577700 GARZA ROSARIO
811 E WISCONSIN RD
EDINBURG, TX 78539-9106

PID:201749 GARZA ROSARIO
811 E WISCONSIN RD
EDINBURG, TX 78539-9106

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, SUBURBAN (RS) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, A 1.0 ACRE TRACT OF LAND OUT OF LOT 31, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 716 EAST WISCONSIN 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 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 a 1.0 acre tract of land out of Lot 31, Kelly-Pharr Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Pages 133-134, Deed Records, Hidalgo County, Texas, Located at 716 East Wisconsin Road, Edinburg, Hidalgo County, Texas, from Residential, Suburban (RS) 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 June 26, 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 July 15, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Suburban (RS) District to Commercial, 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, Suburban (RS) District and added to the 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 15th day of July 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: July 15, 2025
PUBLIC HEARINGS
Agenda Item No: 7.D.
Rezoning Request - Dinorah Amaya Nino

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, Lot 49, Owassa Gardens Mobile Home Subdivision, Located at 5616 Sepal Street, as Requested by Dinorah Amaya Nino. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the east side of Sepal Street, approximately 335 feet north of East Owassa Road. This property is currently zoned Agriculture and Open Space (AO) District, which is intended to support agriculture-supported uses as the primary use of land, and restricts uses or activities that interfere with agriculture or are incompatible because the users are negatively impacted by noise, dirt, or odors associated with agriculture. The lot has a lot width of 61.33 feet and a lot depth of 123.69 feet for a total lot area of approximately 7,585.90 square feet. This lot is part of the Owassa Gardens Mobile Home Subdivision that was recorded in 1998. On March 7, 2015, this property was annexed into the city limits with the Agriculture zoning 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 home at this location and the applicant is requesting the zone change to make an addition to the home.

Adjacent zoning is Agriculture and Open Space (AO) District in all other directions. Surrounding land consists of residential uses. The future land use designation for this property is Auto-Urban Uses.

Staff mailed a notice of the public hearing to 52 neighboring property owners on Friday, June 13, 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 June 25, 2025.

On June 20, 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 June 26, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 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 existing 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:
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 – 06/26/25
CITY COUNCIL – 07/15/25
DATE PREPARED – 06/18/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Dinorah Amaya Nino

AGENT: Not applicable

LEGAL: Lot 49, Owassa Gardens Mobile Home Subdivision

LOCATION: 5616 Sepal Street

LOT/TRACT SIZE: approximately 7,585.90 square feet

CURRENT USE: Existing residential home

PROPOSED USE: Existing residential home

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING:
North – Agriculture and Open Space (AO) 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 North Alamo Water Supply Corporation Water

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

REZONING REQUEST
DINORAH AMAYA NINO

EVALUATION

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

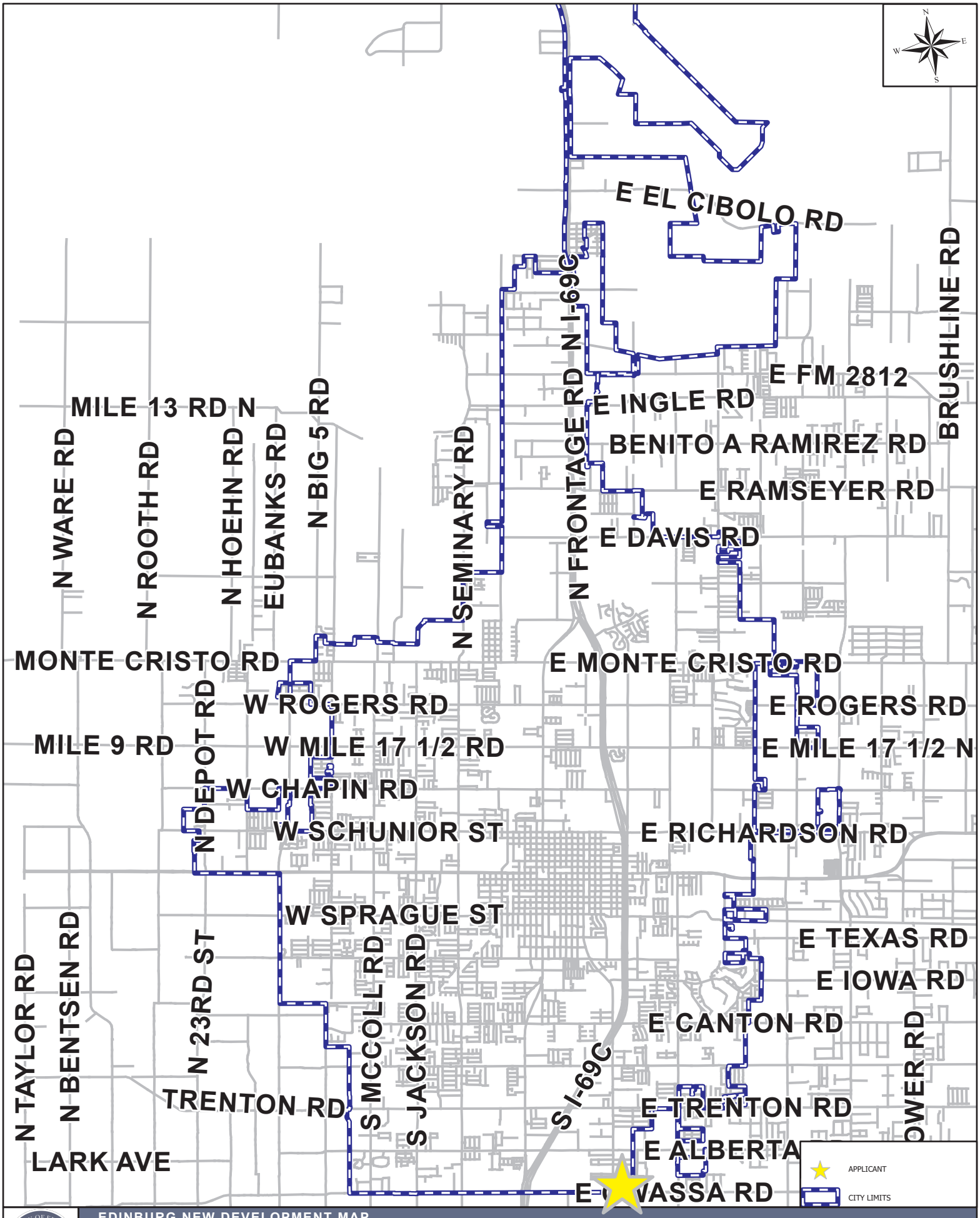
1. There is an existing home at this location and the applicant is requesting the zone change to make an addition to the home.

2. Surrounding land consists of residential uses.

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 existing 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.

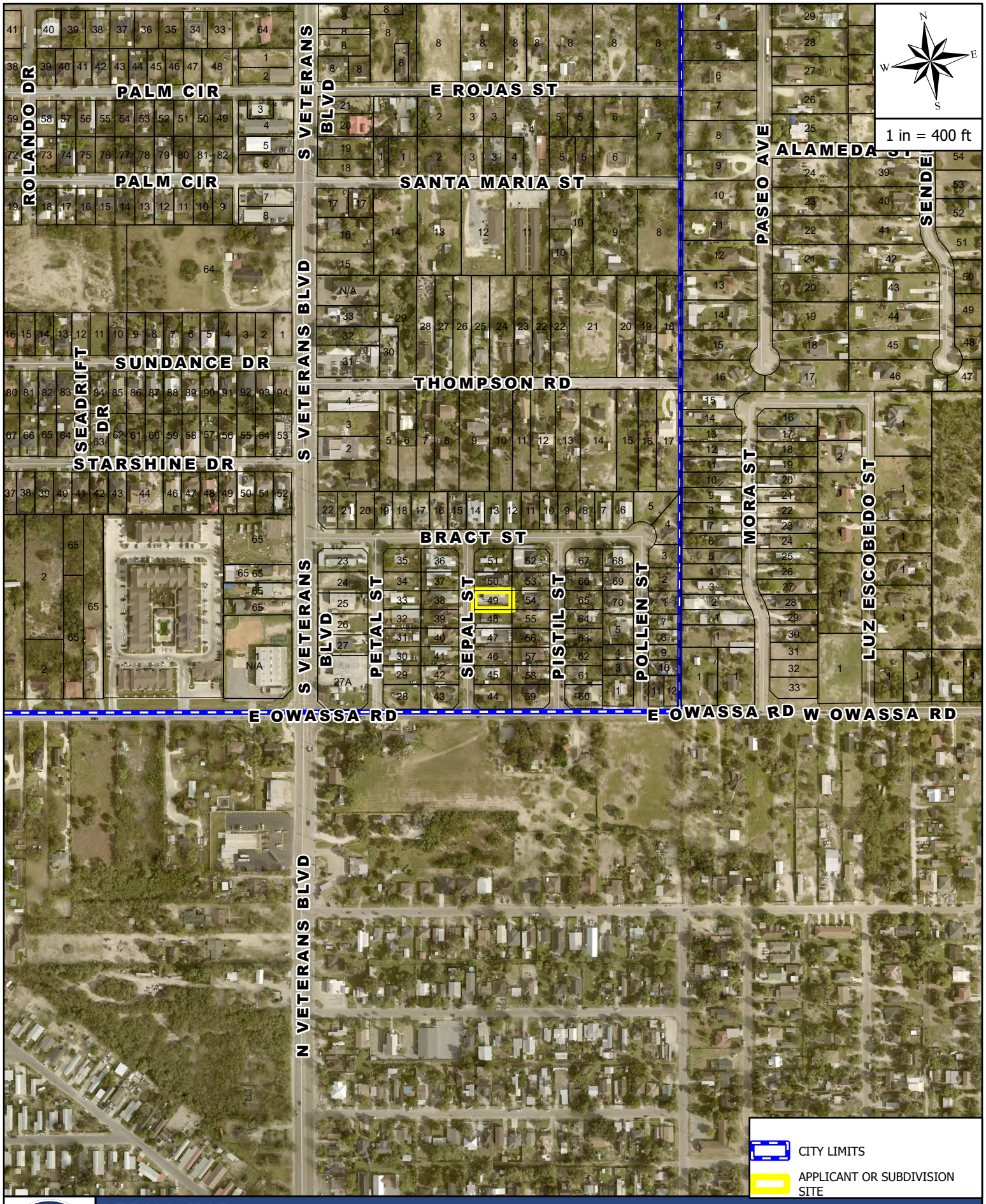
Staff mailed a notice of the public hearing to 52 neighboring property owners on Friday, June 13, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 25, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0282 5616 SEPAL ST



AERIAL MAP

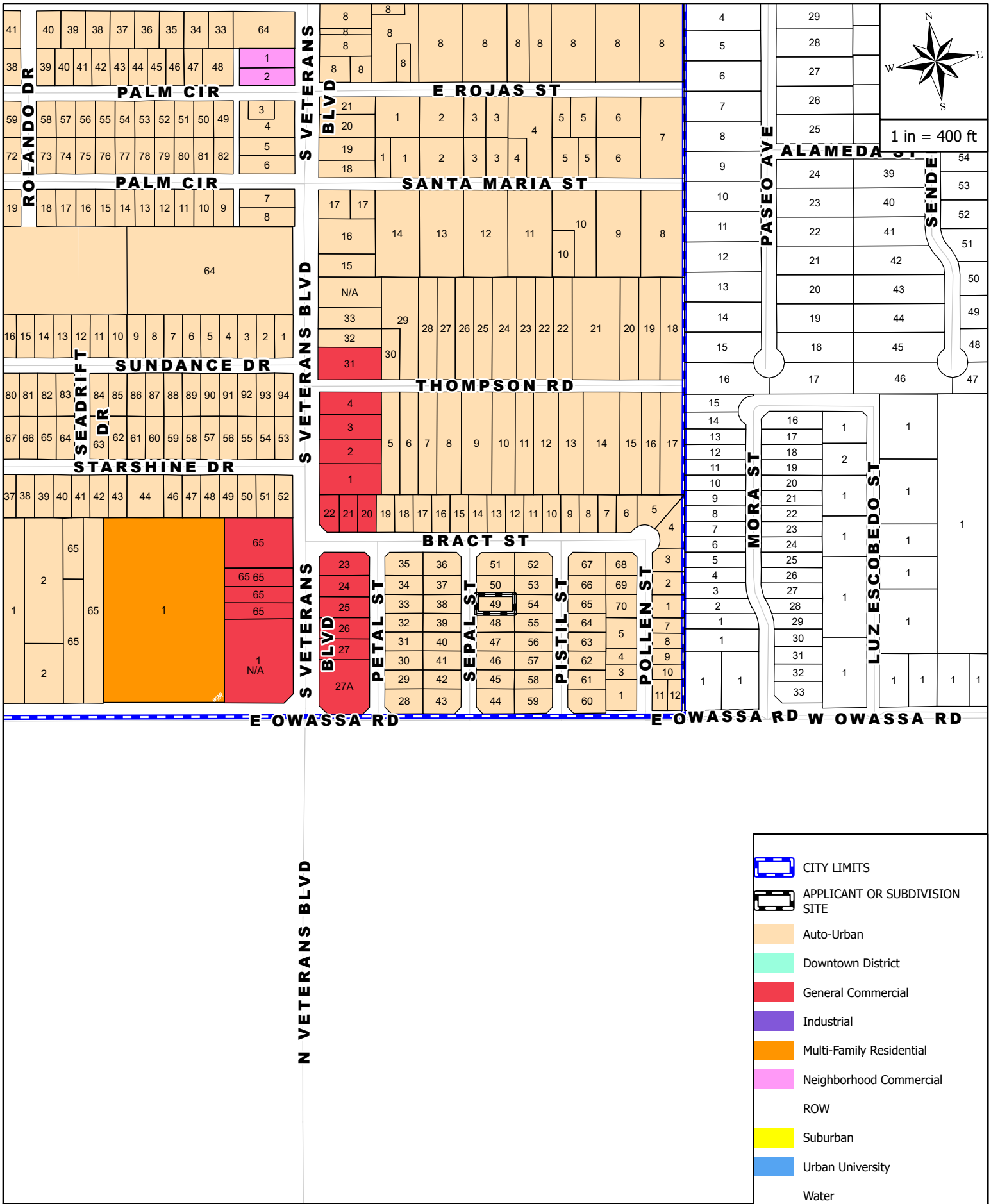
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0282 5616 SEPAL ST

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

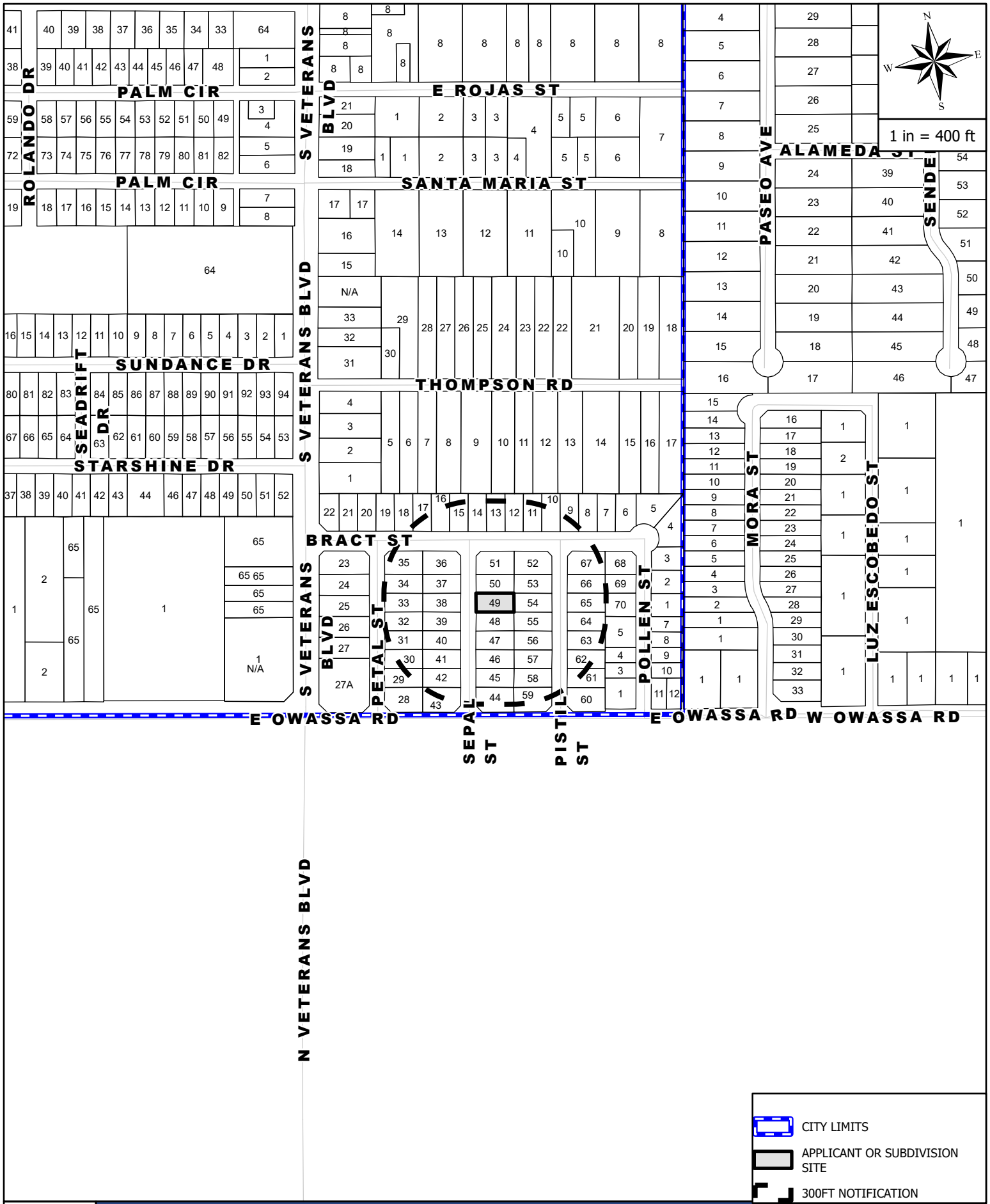
RZNE-2025-0282 5616 SEPAL ST



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0282 5616 SEPAL ST



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

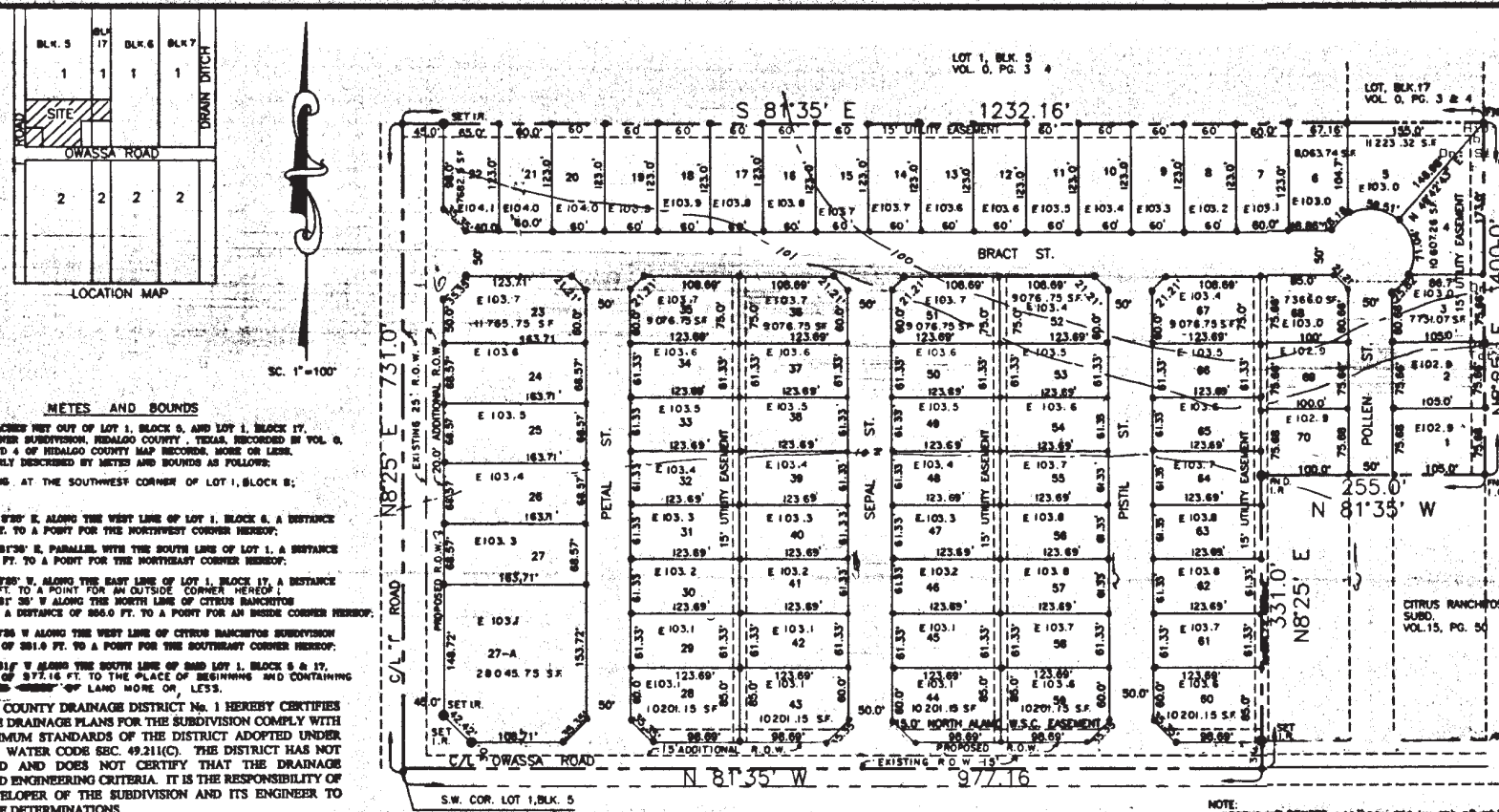
RZNE-2025-0282 5616 SEPAL ST

Rezoning Request Site Photo

Dinorah Amaya Nino

5616 Sepal Street

VOL.33PG.148A



METES AND BOUNDS

A 18.73 ACRES TRACT OUT OF LOT 1, BLOCK 5, AND LOT 1, BLOCK 17, JOHN CLOSNER SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED IN VOL. 0, PAGE 3 AND 4 OF HIDALGO COUNTY MAP RECORDS, MORE OR LESS, PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 5;

THENCE, N 8°25' E, ALONG THE WEST LINE OF LOT 1, BLOCK 5, A DISTANCE OF 731.0 FT. TO A POINT FOR THE NORTHWEST CORNER HEREOF;

THENCE, S 81°36' E, PARALLEL WITH THE SOUTH LINE OF LOT 1, A DISTANCE OF 1232.16 FT. TO A POINT FOR THE NORTHEAST CORNER HEREOF;

THENCE, S 8°25' W, ALONG THE EAST LINE OF LOT 1, BLOCK 17, A DISTANCE OF 400.0 FT. TO A POINT FOR AN OUTSIDE CORNER HEREOF;
THENCE, N 81° 36' W ALONG THE NORTH LINE OF CITRUS RANCHITOS SUBDIVISION A DISTANCE OF 255.0 FT. TO A POINT FOR AN INSIDE CORNER HEREOF;

THENCE, S 8°26 W ALONG THE WEST LINE OF CITRUS RANCHITOS SUBDIVISION A DISTANCE OF 331.0 FT. TO A POINT FOR THE SOUTHEAST CORNER HEREOF;

THENCE, N 81° W ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 5 & 17, A DISTANCE OF 977.16 FT. TO THE PLACE OF BEGINNING AND CONTAINING 18.73 ACRES MORE OR LESS OF LAND MORE OR, LESS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THE SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEX. WATER CODE SEC. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____ 9/16/98

Recorded in Volume 33 Page 148A of the map records of Hidalgo County, Texas
Melden and Hunt, Inc.

OWASSA GARDENS MOBILE HOME SUBDIVISION

A 18.73 ACRES GROSS OUT OF LOT 1, BLOCK 5, AND LOT 1, BLOCK 17, JOHN CLOSNER SUBDIVISION HIDALGO COUNTY, TEXAS. (RECORED IN VOL. 0, PAGE 3 & 4)

NOTE:
1. LEGEND: ⊙ DENOTE 1/2" IRON ROD UNLESS OTHERWISE NOTED.
2. ONE SINGLE FAMILY DWELLING PER LOT.
3. MINIMUM SET BACK LINE, FRONT 25' EXCEPT FOR CUL DE SAC LOTS 18' REAR 20% OF LOT DEPTH FOR CONVENTIONAL HOME AND APTS.
4. NO ACCESS ALONG "I" ROAD, AND OWASSA ROAD EXCEPT LOT 27-A
5. OWASSA & "I" ROAD SUBD. ENTRANCE 25' CLIP EASEMENTS AND 15' ALL CORNERS INTERSECTION WITHIN THE SUBDIVISION.
6. CONVENTIONAL HOME LOTS 1,2,3,4,5,68,69, AND 70.
7. APARTMENTS LOTS 23,24,25,26, AND 27.
8. COMMERCIAL LOT 27-A
9. MANUFACTURED HOME LOTS 6 THROUGH 22, AND 35 THROU 67.
10. MANUFACTURED HOME LOTS SET BACK LINES FRONT 20', SIDE 10',REAR 10'
11. ALL MANUFACTURED HOMES WITH FIVE OR MORE YEARS OF USE ARE REQUIRED TO BE INSPECTED BY CITY INSPECTOR.
12. B.M. ELEVATION 103.75 AT GOD NAIL IN POWER POLE S.E.COR.OF SUBD.
13. MINIMUM FINISH FLOOR ELEVATION SHOWN ON EACH LOT OR 18" FROM TOP OF CURB AT THE CENTER OF THE FRONT OF EACH LOT.
14. THER ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
15. NO BUILDING SHALL BE CONSTUCTED OVER ANY EASEMENT OR LOT LINE.
16. SEWERAGE SYSTEM EACH LOT ON THIS PLAT WILL DISPOSAL OF DOMESTIC SEWERAGE INTO WASTEWATER COLLECTION OF THE CITY OF EDINBURG
17. POTABLE WATER SOURCE NORTH ALAMO WATER SUPPLY CORPORATION IS THE PROVIDER OF POTABLE WATER, LETTER OF ARROVAL TO BE SUBMITTED TO HIDALGO COUNTY COMMISSIONER'S COURT IN CARE OF EMILIO GARCIA COUNTY PLANNER.

STATE OF TEXAS:
COUNTY OF HIDALGO:

I (WE), THE UNDERSIGNED , OWNER(S) OF THE LAND ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, WATER COURSES, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

Rolando Palacios
(OWNER OF LOT 27-A ONLY) ROLANDO PALACIOS

D. Otto Hofland
OWNER: D. OTTO HOFLAND

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED THE ABOVE PERSON(S) KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 22 DAY OF May, 1998.

BALDEMAR CANO, JR. NOTARY PUBLIC STATE OF TEXAS My Commission Expires 9-26-99

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

I, NOE GARZA, P.E., A (REGISTERED PROFESSIONAL ENGINEER/REGISTERED PUBLIC SURVEYOR), DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED ON THE GROUND AND SUBDIVIDED UNDER MY DIRECTION.

NOE GARZA, P.E. REGISTERED PROFESIONAL ENGINEER #30486
REGISTERED PUBLIC SURVEYOR #2589

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NOE GARZA PE 30486. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

5-22-98

STATE OF TEXAS NOE GARZA 30486 REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS REGISTERED NOE GARZA 2589 LAND SURVEYOR

APPROVED FOR RECORDING
HIDALGO CO. PLANNING DEPT.
BY: Emilio Garcia
DATE: 9-22-98

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY.

City SECRETARY 6/1/98 DATE

MAYOR 6/1/98 DATE

CITY OF EDINBURG TEXAS

APPROVAL BY PLANNING AND ZONING COMMISION:

I, Naomi Lopez vice-CHAIRMAN OF THE PLANNING AND ZONING COMMISION, HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE COUNTY OF HIDALGO APPROVED THIS THE 9th DAY OF June, 19 98.

Vice CHAIRMAN, PLANNING AND ZONING COMMISSION

APPROVED FOR RECORDING BY COMMISSIONERS' COURT This the 22nd day of Sept 19 98 JOSE ELOY PULIDO, County Clerk Hidalgo County, Texas By ..... Deputy

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO.2 ON THIS 21st DAY OF May, 19 98.
NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO.2 RIGGHT-OF-WAY OR EASEMENTS WITH OUT EXPRESSED WRITTEN PERMISSION OF H.C.I.D. NO.2

PRESIDENT

5-21-98 DATE

SECRETARY

DATE 9/3/97

DATE: 9/5/97
SCALE: AS NOTED
SHEET 1 1 OF 1

NOE GARZA ENGINEERS, INC.
204 W. 495 PHARR, TEXAS 78577 (956) 783-1207

OWASSA GARDENS MOBILE HOME SUBDIVISION

J:\SUBDIV\OWASSA HEIGHTS.dwg Fri May 15 13:03:33 1998

5616 Sepal

5616 Sepal

ORDONEZ PLAN DESIGNS	SHEET TITLE: SITE PLAN	BUILDER/CONTRACTOR	DRAWINGS PROVIDED BY	DATE: 8/19/2022	SCALE	SHEET A-2

DINORAH AMAYA
5616 SEPAL ST
EDINBURG TX
OWASSA GARDENS M/H SUBD. LOT 49

24.73

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: 5-27-25

1. Property Owner (required): Dinorah Amaya 2. Phone: 956-789-9725
3. Mailing Address: 5616 sepal st. Edinburg.
4. City: Edinburg State: TX Zip: 78542
5. Owner's Email: Dinorahamaya716@gam.com. 6. Cell No. 9567899725
7. Agent (not owner): _____ 8. Agent's Phone: _____
9. Agent's Mailing Address: _____
10. City: _____ State: _____ Zip: _____
11. Agent's Email: _____
12. Address/Location being Rezoned: 5616 sepal st. Edinburg. TX 78542
13. Legal Description of Property: 14. Property ID(s): _____

Lote 419 owassa Gardens Mobile.
Hom. subdivision

15. Zone Change: From: Agriculture and. To: Residental Primary
16. Existing Land Use: Open Space casa Residencial
17. Reason for Zone Change: Para hacer una Adicion

Dinorah Amaya Nino _____
(Please Print Name) Signature

OFFICE USE ONLY

REVIEWED BY Alex P DATE RECEIVED 5/27/25

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

PID:586346 ZUNIGA MIREYA XOCITL A/K/A FERNANDEZ
5716 PETAL ST
EDINBURG, TX 78542-8352

PID:586347 ZUNIGA RICARDO A
5213 N CYPRESS ST
PHARR, TX 78577-8188

PID:586361 BELTRAN JORGE R & YESICA Y
5724 SEPAL ST
EDINBURG, TX 78542-8354

PID:586362 ALVAREZ ERIC A
5718 SEPAL ST LOT 45
EDINBURG, TX 78542-8354

PID:586363 DAVILA NORMA PATRICIA
5712 SEPAL ST
EDINBURG, TX 78542-8354

PID:586364 LOPEZ MARTIN
5706 SEPAL ST
EDINBURG, TX 78542-8354

PID:586378 A&PEREZ LLC
15063 CUMULUS PL
CALDWELL, ID 83607-1008

PID:586379 CADENA JUAN VICTOR
5708 PISTIL ST
EDINBURG, TX 78542-8376

PID:586380 GONZALEZ SALVADOR ESTRADA JR
5610 LUZ ESCOBEDO ST
EDINBURG, TX 78542-5076

PID:586381 AGUILAR MANUEL & DONACIANA SEGURA GAMEZ
5624 PISTIL
EDINBURG, TX 78542-8355

PID:586325 GARCIA ROXANNA Q & MAYRA B DEL LEON
1613 BRACT ST
EDINBURG, TX 78542

PID:586326 CANTU BLANCA E
417 E 3RD ST
SAN JUAN, TX 78589-3104

PID:586327 GONZALEZ JESSE
1605 BRACT ST
EDINBURG, TX 78542-8373

PID:586328 CEPEDA JOSE A & GLORIA J BRAMBILA
1601 BRACT ST
EDINBURG, TX 78542-8373

PID:586329 MARTINEZ JUAN MIGUEL M & REYNA M RODRIGUEZ APARICIO
3105 MEGAN DR
EDINBURG, TX 78539-8063

PID:586348 ZUNIGA RICARDO A
5213 N CYPRESS ST
PHARR, TX 78577-8188

PID:586350 ZUNIGA OMAR
5614 PETAL ST
EDINBURG, TX 78542-8353

PID:586352 GAYTAN JOSE IGNACIO
5602 PETAL ST
EDINBURG, TX 78542

PID:586357 MORALES CRISTAL ARACELI D
5705 SEPAL ST
EDINBURG, TX 78542-8354

PID:586359 GONZALEZ MARIA CRISTINA
5717 SEPAL ST
EDINBURG, TX 78542-8354

PID:586366 NINO DINORAH AMAYA
818 COYOTE TRL
PHARR, TX 78577-7204

PID:586368 ORDONA CIRILO JR
5604 SEPAL ST
EDINBURG, TX 78542-8375

PID:586375 SERNA FRANCISCA
5713 PISTIL ST
EDINBURG, TX 78542-8376

PID:586382 ULLOA AMELIA C
5618 PISTIL ST
EDINBURG, TX 78542-8355

PID:586384 TREJO MARIA ROSA
2636 EASY ST
EDINBURG, TX 78539

PID:586353 CANO ELIGIO & MARIA REBECCA RUIZ
5603 SEPAL ST
EDINBURG, TX 78542-8375

PID:586354 DIAZ ADELA
5609 SEPAL ST
EDINBURG, TX 78542-8375

PID:586355 OVALLE JUAN DIEGO
5615 SEPAL ST
EDINBURG, TX 78539

PID:586356 QUINTANILLA GUADALUPE S JR
4410 BETH DR
EDINBURG, TX 78542-6818

PID:586369 PLASCENCIA LUZ CRISTINA
5605 PISTIL ST
EDINBURG, TX 78542-8355

PID:586370 HINOJOSA CLAUDIA MARGARITA
5611 PISTIL ST
EDINBURG, TX 78542-8355

PID:586371 RIVERA ERICA
5617 PISTIL ST
EDINBURG, TX 78542-8355

PID:586372 RIVERA GILBERTO JR & ERICA
5617 PISTIL ST
EDINBURG, TX 78542-8355

PID:586373 ROSS SILVIA
5701 PISTIL ST
EDINBURG, TX 78542-8376

PID:586386 FRAIRE MARIA INES
5609 POLLEN ST
EDINBURG, TX 78542-8356

PID:586387 RODRIGUEZ RICARDO
5613 POLLEN ST
EDINBURG, TX 78542-8356

PID:586334 ALVAREZ GLORIA A
5200 N HUISACHE AVE
PHARR, TX 78577-8247

PID:586335 FLORES JOSE ANGEL
2219 POINT WEST DR
EDINBURG, TX 78539-5309

PID:586331 ELIZONDO IRMA
1515 BRACT ST
EDINBURG, TX 78542-8374

PID:586333 SUSTAITA JOSE A & SILVIA
PO BOX 3815
EDINBURG, TX 78540-3815

PID:586349 VILLARREAL TALAIDY
5620 PETAL ST
EDINBURG, TX 78542-8353

PID:586351 JUAREZ MARIA GUADALUPE
10912 N 30TH ST
MCALLEN, TX 78504-6483

PID:586358 ALANIS ROBERTO
5711 SEPAL ST LOT 41
EDINBURG, TX 78542-8354

PID:586360 GARZA DANIELA MELISSA
5712 SEPAL
EDINBURG, TX 78542-8354

PID:586365 MACIAS MARIA DELPILAR
5622 SEPAL ST
EDINBURG, TX 78542-8375

PID:586367 CRUZ ERNESTO & ELIDA C
5610 SEPAL ST
EDINBURG, TX 78542-8375

PID:586374 OYERVIDES SAN JUANITA A & ELIAS H
5707 PISTIL ST
EDINBURG, TX 78542-8376

PID:586376 ZAMBRANO ANTONIO RAMIREZ JR
504 SYLVIA CIR
SAN JUAN, TX 78589-3351

PID:586383 HERNANDEZ TESERO DE JESUS
5608 PISTIL ST
EDINBURG, TX 78542-8355

PID:586330 MUNIZ TOMAS
1519 BRACT ST
EDINBURG, TX 78542-8374

PID:586332 HERNANDEZ MARIA DE LA LUZ
1511 BRACT ST
EDINBURG, TX 78542-8374

PID:137789 GARCIA JOSE & FRANCISCA
5709 POLLEN ST
EDINBURG, TX 78542-7763

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, LOT 49, OWASSA GARDENS MOBILE HOME SUBDIVISION, LOCATED AT 5616 SEPAL 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 Lot 49, Owassa Gardens Mobile Home Subdivision , 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 June 26, 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 July 15, 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 the 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 15th day of July 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: July 15, 2025
PUBLIC HEARINGS
Agenda Item No: 7.E.
Rezoning Request - Quintanilla, Headley and Associates, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, a 2.941 Acre Tract of Land Out of Lots 49 and 50, Lehigh Plaza Subdivision, Hidalgo County, Texas, According to the Plat or Map Thereof Recorded in Volume 5, Page 43, Map Records, Hidalgo County, Texas, and According to Special Warranty Deed Recorded Under County Clerk's Document Number 3555596, Official Records, Hidalgo County, Texas, Located at 2700 West Wisconsin Road, as Requested by Quintanilla, Headley and Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the southeast corner of West Wisconsin Road and South McColl Road. This property is currently zoned Residential, Multi-Family (RM) District, which is a high intensity residential district intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot). 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 has submitted the proposed King's Landing Subdivision, with this 2.941 acre tract as 8 commercial lots and the remaining acres as multi-family lots.

Adjacent zoning is Commercial, Neighborhood (CN) District and Commercial, General (CG) District to the north, Residential, Multi-Family (RM) District to the east, Agriculture and Open Space (AO) District to the south, and Commercial, General (CG) District to the west. Surrounding land consists of residential uses, commercial uses, and vacant land. The future land use designation for this property is General Commercial Uses.

Staff mailed a notice of the public hearing to 17 neighboring property owners on Friday, June 13, 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 June 25, 2025.

On June 20, 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 June 26, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District based on adjacent zoning, the Future Land Use Map and surrounding land uses. 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 – 06/26/25
CITY COUNCIL – 07/15/25
DATE PREPARED – 06/18/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District

APPLICANT: Red Rock Real Estate Development Group, LTD.

AGENT: Quintanilla, Headley & Associates, Inc.

LEGAL: A 2.941 acre tract of land out of Lots 49 and 50, Lehigh Plaza Subdivision, Hidalgo County, Texas, according to the Plat or Map Thereof Recorded in Volume 5, Page 43, Map Records, Hidalgo County, Texas, and According to Special Warranty Deed Recorded Under County Clerk's Document Number 3555596, Official Records, Hidalgo County, Texas

LOCATION: 2700 West Wisconsin Road

LOT/TRACT SIZE: 2.941 acre tract

CURRENT USE: Vacant

PROPOSED USE: Commercial development

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

ADJACENT ZONING:
North – Commercial, Neighborhood (CN) District and Commercial, General (CG) District
South – Agriculture and Open Space (AO) District
East – Residential, Multi-Family (RM) District
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District

REZONING REQUEST
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

EVALUATION

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

1. The applicant has submitted the proposed King's Landing Subdivision, with this 2.941 acre tract as 8 commercial lots and the remaining acres as multi-family lots.

2. Surrounding land consists of residential uses, commercial uses, and vacant land.

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

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

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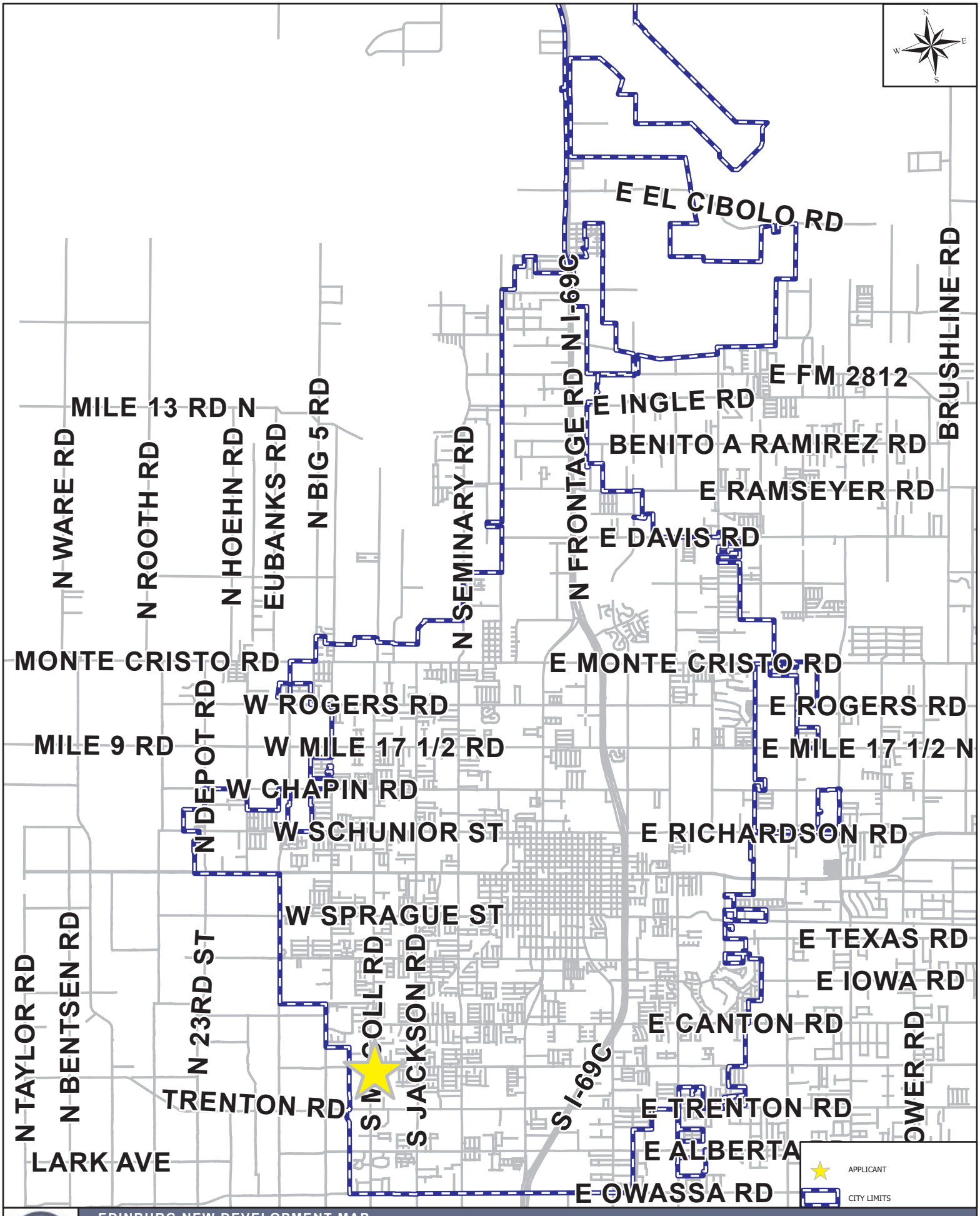
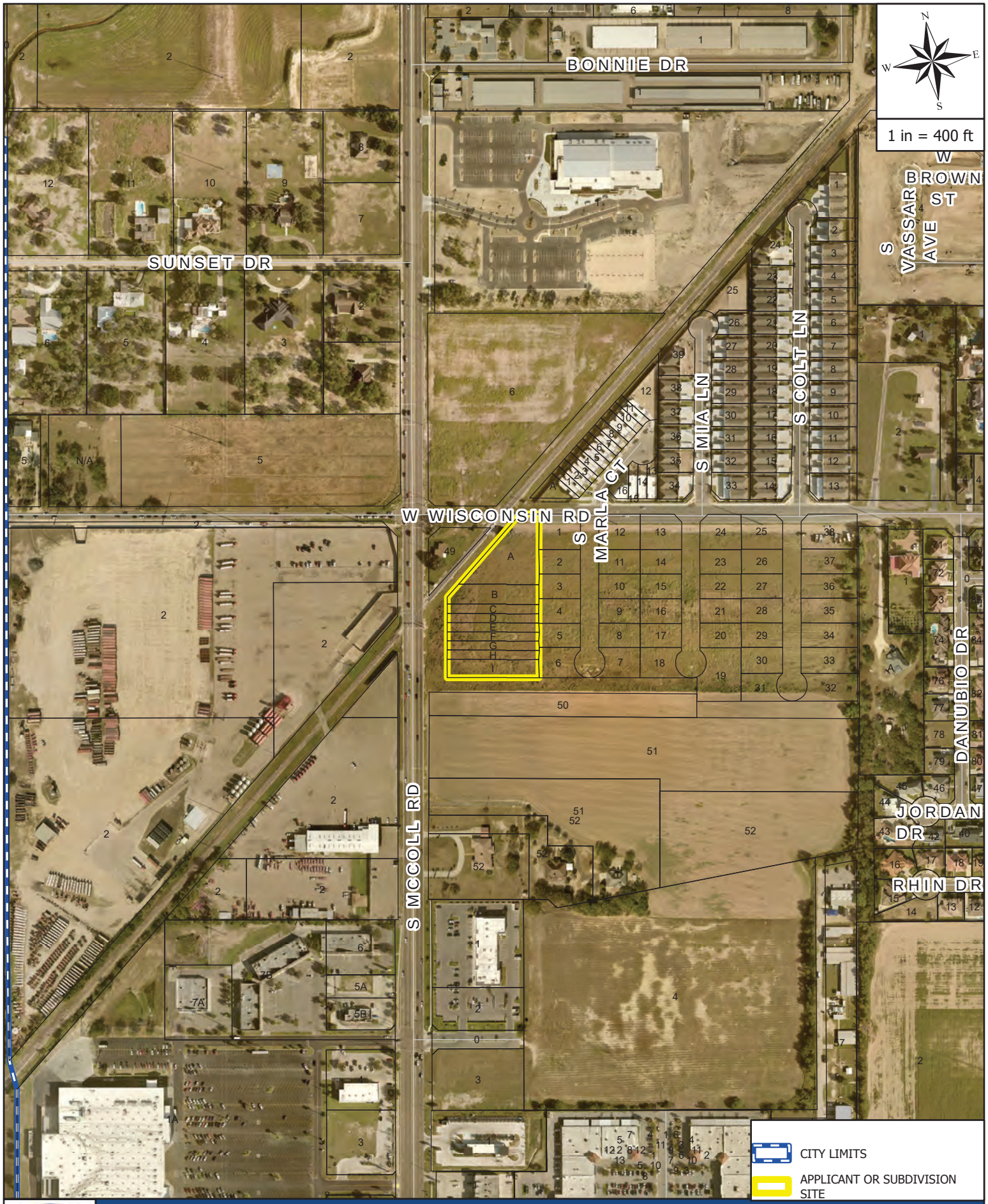


EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

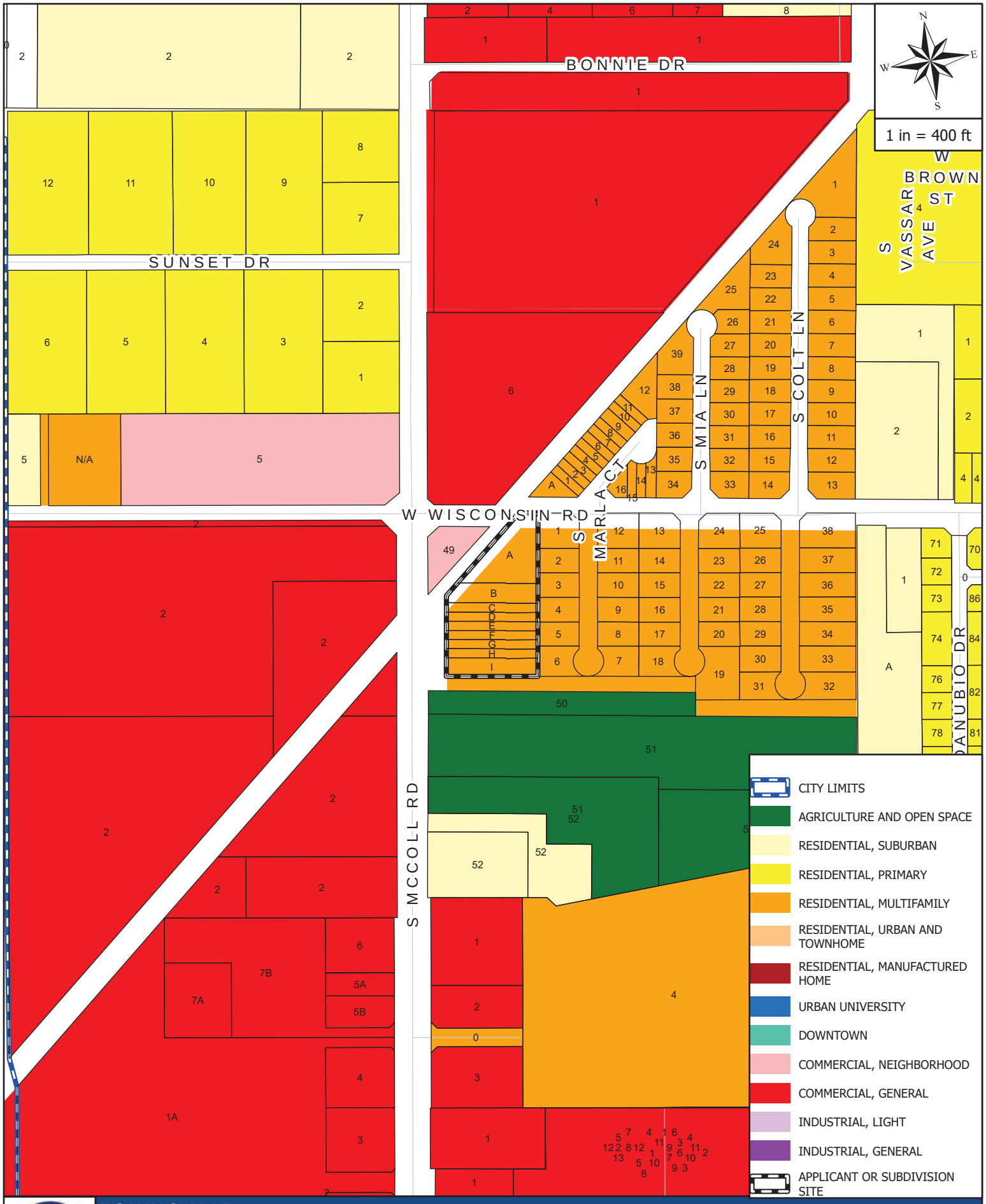
RZNE-2025-0284 2700 W WISCONSIN RD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

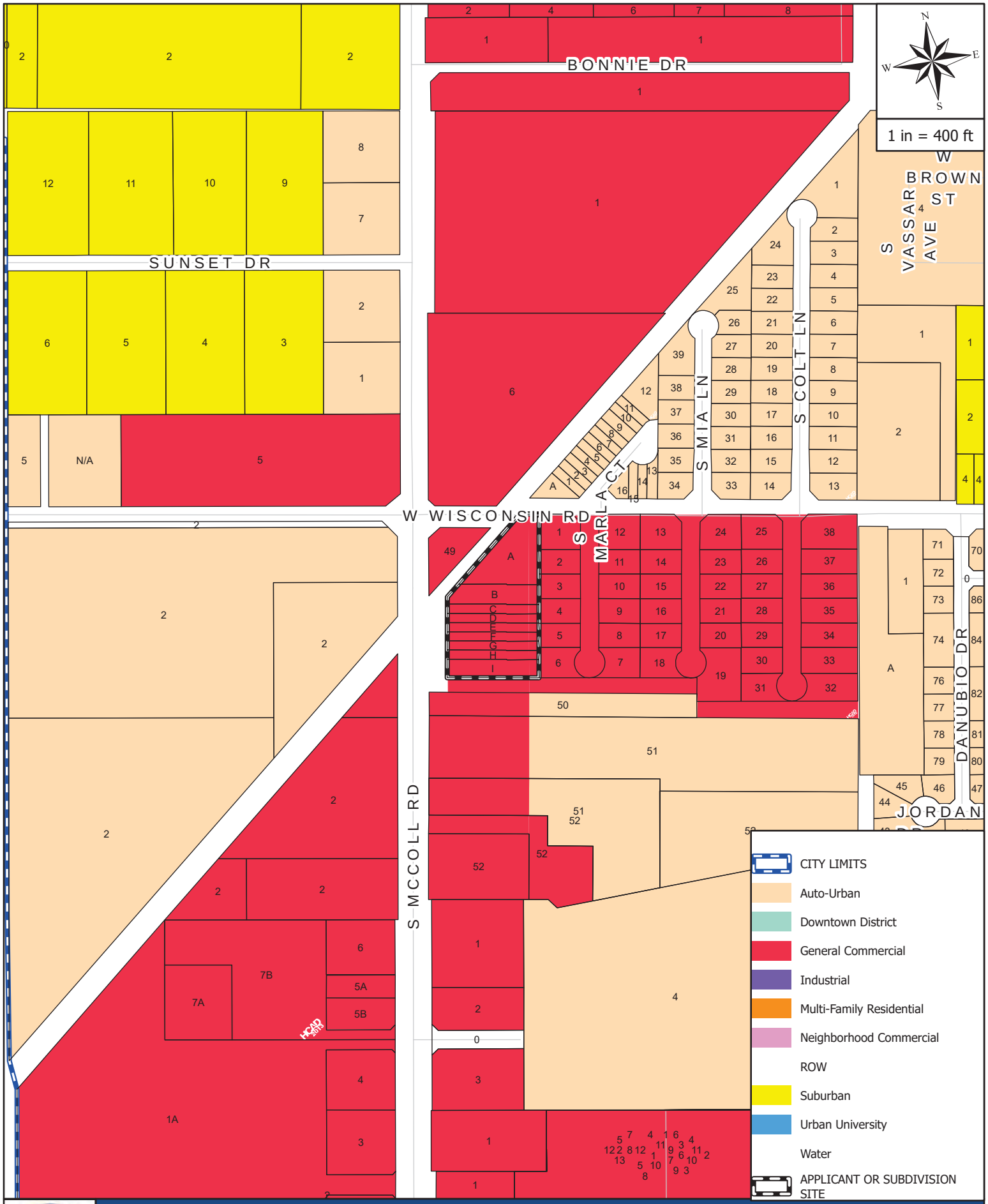
RZNE-2025-0284 2700 W WISCONSIN RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0284 2700 W WISCONSIN RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0284 2700 W WISCONSIN RD

MAILOUT AND SITE MAP

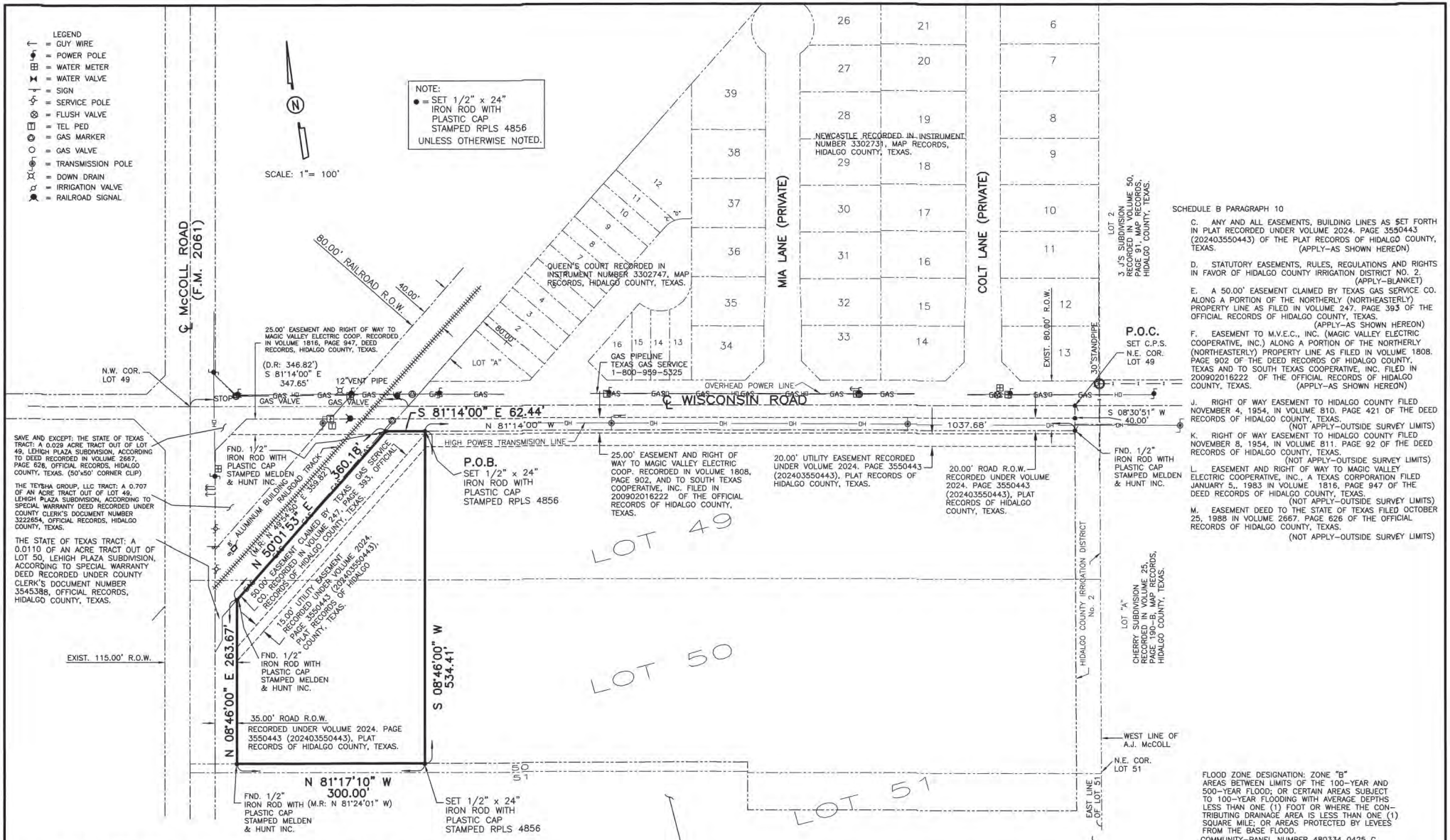
APPLICANT AND/OR SUBDIVISION:

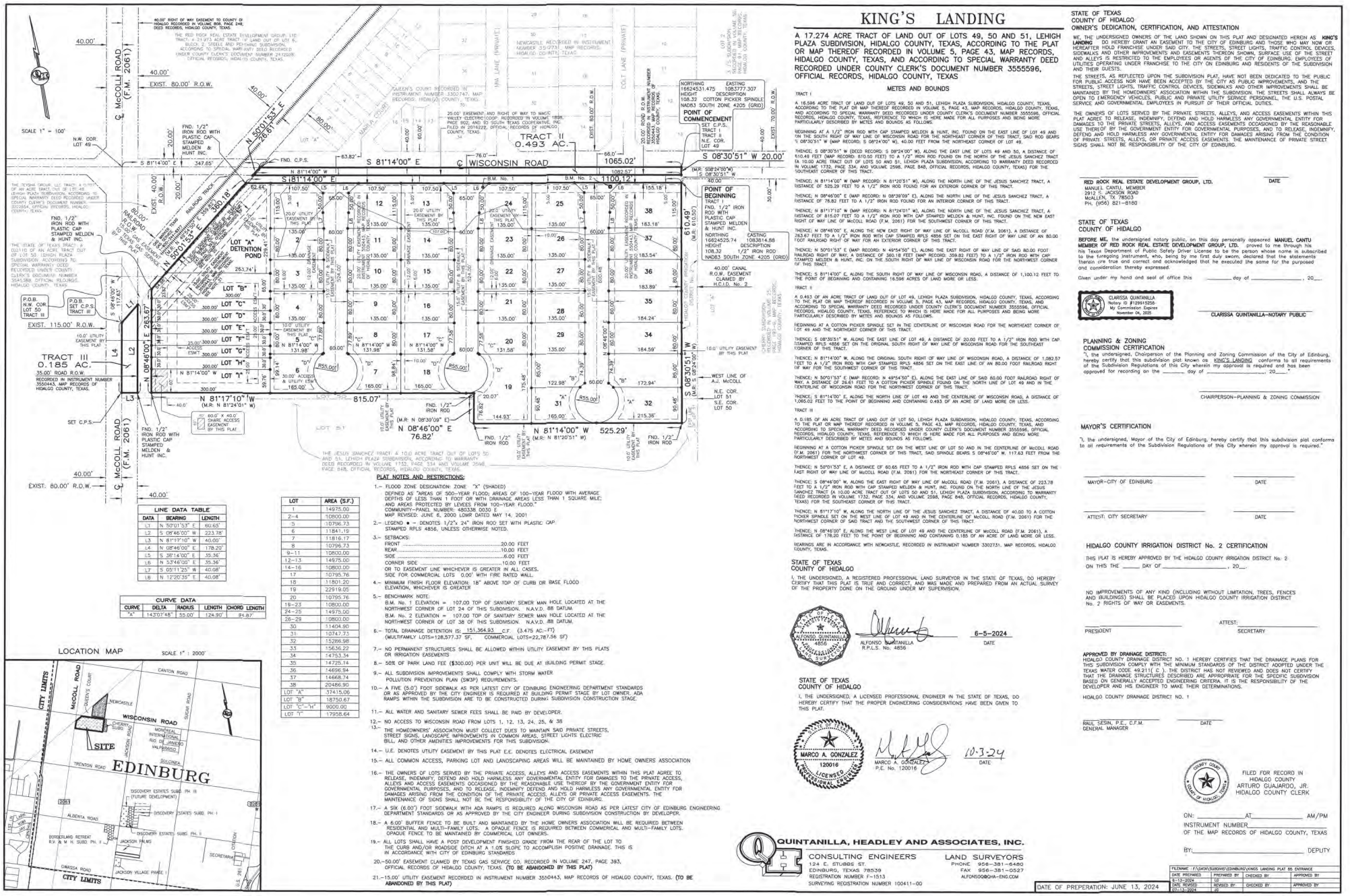
RZNE-2025-0284 2700 W WISCONSIN RD

Rezoning Request Site Photo

Quintanilla, Headley and Associates, Inc.

2700 West Wisconsin Road


LEGEND
GUY WIRE
POWER POLE
WATER METER
WATER VALVE
SIGN
SERVICE POLE
FLUSH VALVE
TEL PED
GAS MARKER
GAS VALVE
TRANSMISSION POLE
DOWN DRAIN
IRRIGATION VALVE
RAILROAD SIGNAL
NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.
SCALE: 1"= 100'
C. McCOLL ROAD (F.M. 2061)
MIA LANE (PRIVATE)
COLT LANE (PRIVATE)
NEWCASTLE RECORDED IN INSTRUMENT NUMBER 3302731, MAP RECORDS, HIDALGO COUNTY, TEXAS.
QUEEN'S COURT RECORDED IN INSTRUMENT NUMBER 3302747, MAP RECORDS, HIDALGO COUNTY, TEXAS.
80.00' RAILROAD R.O.W.
40.00'
80.00'
LOT "A"
25.00' EASEMENT AND RIGHT OF WAY TO MAGIC VALLEY ELECTRIC COOP. RECORDED IN VOLUME 1816, PAGE 947, DEED RECORDS, HIDALGO COUNTY, TEXAS.
(D.R: 346.82')
S 81°14'00" E
347.65'
12" VENT PIPE
N.W. COR. LOT 49
STOP
GAS VALVE
GAS VALVE
GAS VALVE



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 50°01'53" E	60.65'
L2	S 08°46'00" W	223.78'
L3	N 81°17'10" W	40.00'
L4	N 08°46'00" E	178.23'
L5	S 36°14'00" E	35.36'
L6	N 53°46'00" E	35.36'
L7	S 05°11'25" W	40.08'
L8	N 12°20'35" E	40.08'

CURVE DATA				
CURVE	DELTA	RADIUS	LENGTH	CHORD LENGTH
"A"	143°07'48"	55.00'	124.90'	94.87'

LOT	AREA (S.F.)
1	14975.00
2–4	10800.00
5	10796.73
6	11841.19
7	11816.17
8	10796.73
9–11	10800.00
12–13	14975.00
14–16	10800.00
17	10795.76
18	11801.20
19	22919.05
20	10795.76
19–23	10800.00
24–25	14975.00
26–29	10800.00
30	11404.90
31	10747.73
32	15286.98
33	15636.22
34	14753.34
35	14725.14
36	14696.94
37	14668.74
38	20486.90
LOT "A"	37415.06
LOT "B"	18750.67
LOT "C"–"H"	9000.00
LOT "I"	17958.64

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
DEFINED AS "AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD."
COMMUNITY–PANEL NUMBER: 480338 0030 E
MAP REVISED: JUNE 6, 2000 LOMR DATED MAY 14, 2001

2.– LEGEND ● – DENOTES 1/2"x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT .....20.00 FEET
REAR .....10.00 FEET
SIDE .....6.00 FEET
CORNER SIDE .....10.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.
SIDE FOR COMMERCIAL LOTS 0.00' WITH FIRE RATED WALL.

4.– MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE TOP OF CURB OR BASE FLOOD ELEVATION, WHICHEVER IS GREATER

5.– BENCHMARK NOTE:
B.M. No. 1 ELEVATION = 107.00 TOP OF SANITARY SEWER MAN HOLE LOCATED AT THE NORTHWEST CORNER OF LOT 24 OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No. 2 ELEVATION = 107.00 TOP OF SANITARY SEWER MAN HOLE LOCATED AT THE NORTHWEST CORNER OF LOT 38 OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

6.– TOTAL DRAINAGE DISTRICT FEE @ $1,364.83 /C.F. (3.475 AC.–FT)
(MULTIFAMILY LOTS=128,577.37 SF, COMMERCIAL LOTS=22,787.56 SF)

7.– NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENT BY THIS PLATS OR IRRIGATION EASEMENTS

8.– 50% OF PARK LAND FEE ($300.00) PER UNIT WILL BE DUE AT BUILDING PERMIT STAGE.

9.– ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

10.– A FIVE (5.0') FOOT SIDEWALK AS PER LATEST CITY OF EDINBURG ENGINEERING DEPARTMENT STANDARDS OR AS APPROVED BY THE CITY ENGINEER IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER. ADA RAMPS WITHIN THE SUBDIVISION ARE TO BE CONSTRUCTED DURING SUBDIVISION CONSTRUCTION STAGE.

11.– ALL WATER AND SANITARY SEWER FEES SHALL BE PAID BY DEVELOPER.

12.– NO ACCESS TO WISCONSIN ROAD FROM LOTS 1, 12, 13, 24, 25, & 38

13.– THE HOMEOWNERS' ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID PRIVATE STREETS, STREET SIGNS, LANDSCAPE IMPROVEMENTS IN COMMON AREAS, STREET LIGHTS ELECTRIC BILL AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.

14.– U.E. DENOTES UTILITY EASEMENT BY THIS PLAT E.E. DENOTES ELECTRICAL EASEMENT

15.– ALL COMMON ACCESS, PARKING LOT AND LANDSCAPING AREAS WILL BE MAINTAINED BY HOME OWNERS ASSOCIATION

16.– THE OWNERS OF LOTS SERVED BY THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF THE PRIVATE ACCESS, ALLEYS OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF SIGNS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF EDINBURG.

17.– A SIX (6.00') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG WISCONSIN ROAD AS PER LATEST CITY OF EDINBURG ENGINEERING DEPARTMENT STANDARDS OR AS APPROVED BY THE CITY ENGINEER DURING SUBDIVISION CONSTRUCTION BY DEVELOPER.

18.– A 6.00' BUFFER FENCE TO BE BUILT AND MAINTAINED BY THE HOME OWNERS ASSOCIATION WILL BE REQUIRED BETWEEN RESIDENTIAL AND MULTI–FAMILY LOTS. A OPAQUE FENCE IS REQUIRED BETWEEN COMMERICAL AND MULTI–FAMILY LOTS. OPAQUE FENCE TO BE MAINTAINED BY COMMERICAL LOT OWNERS.

19.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 1.0% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH CITY OF EDINBURG STANDARDS.

20.–50.00' EASEMENT CLAIMED BY TEXAS GAS SERVICE CO. RECORDED IN VOLUME 247, PAGE 393, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. **(TO BE ABANDONED BY THIS PLAT)**

21.–15.00' UTILITY EASEMENT RECORDED IN INSTRUMENT NUMBER 3550443, MAP RECORDS OF HIDALGO COUNTY, TEXAS. **(TO BE ABANDONED BY THIS PLAT)**

KING'S LANDING

A 17.274 ACRE TRACT OF LAND OUT OF LOTS 49, 50 AND 51, LEHIGH PLAZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 5, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3555596, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

TRACT I

A 16.586 ACRE TRACT OF LAND OUT OF LOTS 49, 50 AND 51, LEHIGH PLAZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 5, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3555596, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE EAST LINE OF LOT 49 AND ON THE SOUTH RIGHT OF WAY LINE OF WISCONSIN ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 08°30'51" W (MAP RECORD; S 08°24'00" W), 40.00 FEET FROM THE NORTHEAST CORNER OF LOT 49;

THENCE, S 08°30'51" W (DEED RECORD; S 08°24'00" W), ALONG THE EAST LINE OF LOTS 49 AND 50, A DISTANCE OF 610.49 FEET (MAP RECORD; 610.50 FEET) TO A 1/2" IRON ROD FOUND ON THE NORTH OF THE JESUS SANCHEZ TRACT (A 10.00 ACRE TRACT OUT OF LOTS 50 AND 51, LEHIGH PLAZA SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1732, PAGE 334, AND VOLUME 2598, PAGE 848, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, N 81°14'00" W (MAP RECORD; N 81°20'51" W), ALONG THE NORTH LINE OF THE JESUS SANCHEZ TRACT, A DISTANCE OF 525.29 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE, N 08°46'00" E (MAP RECORD; N 08°38'09" E), ALONG THE NORTH LINE OF THE JESUS SANCHEZ TRACT, A DISTANCE OF 76.82 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE, N 81°17'10" W (MAP RECORD; N 81°24'01" W), ALONG THE NORTH LINE OF THE JESUS SANCHEZ TRACT, A DISTANCE OF 815.07 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE NEW EAST RIGHT OF WAY LINE OF McCOLL ROAD (F.M. 2061) FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE, N 08°46'00" E, ALONG THE NEW EAST RIGHT OF WAY LINE OF McCOLL ROAD (F.M. 2061), A DISTANCE OF 263.67 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF AN 80.00 FOOT RAILROAD RIGHT OF WAY FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE, N 50°01'53" E (MAP RECORD; N 49°54'50" E), ALONG THE EAST RIGHT OF WAY LINE OF SAID 80.00 FOOT RAILROAD RIGHT OF WAY, A DISTANCE OF 360.18 FEET (MAP RECORD; 359.82 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. ON THE SOUTH RIGHT OF WAY LINE OF WISCONSIN ROAD FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°14'00" E, ALONG THE SOUTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A DISTANCE OF 1,100.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.586 ACRES OF LAND MORE OR LESS.

TRACT II

A 0.493 OF AN ACRE TRACT OF LAND OUT OF LOT 49, LEHIGH PLAZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 5, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3555596, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF WISCONSIN ROAD FOR THE NORTHEAST CORNER OF LOT 49 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°30'51" W, ALONG THE EAST LINE OF LOT 49, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE ORIGINAL SOUTH RIGHT OF WAY LINE OF WISCONSIN ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°14'00" W, ALONG THE ORIGINAL SOUTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A DISTANCE OF 1,082.57 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF AN 80.00 FOOT RAILROAD RIGHT OF WAY FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 50°01'53" E (MAP RECORD; N 49°54'50" E), ALONG THE EAST LINE OF SAID 80.00 FOOT RAILROAD RIGHT OF WAY, A DISTANCE OF 26.61 FEET TO A COTTON PICKER SPINDLE FOUND ON THE NORTH LINE OF LOT 49 AND IN THE CENTERLINE OF WISCONSIN ROAD FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°14'00" E, ALONG THE NORTH LINE OF LOT 49 AND THE CENTERLINE OF WISCONSIN ROAD, A DISTANCE OF 1,065.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.493 OF AN ACRE OF LAND MORE OR LESS.

TRACT III

A 0.185 OF AN ACRE TRACT OF LAND OUT OF LOT 50, LEHIGH PLAZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 5, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3555596, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 50 AND IN THE CENTERLINE OF McCOLL ROAD (F.M. 2061) FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 08°46'00" W, 117.63 FEET FROM THE NORTHWEST CORNER OF LOT 49;

THENCE; N 50°01'53" E, A DISTANCE OF 60.65 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF McCOLL ROAD (F.M. 2061) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°46'00" W, ALONG THE EAST RIGHT OF WAY LINE OF McCOLL ROAD (F.M. 2061), A DISTANCE OF 223.78 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE NORTH LINE OF THE JESUS SANCHEZ TRACT (A 10.00 ACRE TRACT OUT OF LOTS 50 AND 51, LEHIGH PLAZA SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1732, PAGE 334, AND VOLUME 2598, PAGE 848, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°17'10" W, ALONG THE NORTH LINE OF THE JESUS SANCHEZ TRACT, A DISTANCE OF 40.00 TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 49 AND IN THE CENTERLINE OF McCOLL ROAD (F.M. 2061) FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°46'00" E, ALONG THE WEST LINE OF LOT 49 AND THE CENTERLINE OF McCOLL ROAD (F.M. 2061), A DISTANCE OF 178.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.185 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH NEWCASTLE, RECORDED IN INSTRUMENT NUMBER 3302731, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

6-5-2024
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

MARCO A. GONZALEZ
P.E. No. 120016

10-3-24
DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
ALFONSOQ@QHA–ENG.COM

DATE OF PREPERATION: JUNE 13, 2024

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS **KING'S LANDING** DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG. EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY ON EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

THE STREETS, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.

THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.

RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD. — DATE
MANUEL CANTU, MEMBER
2912 N. JACKSON ROAD
McALLEN, TX. 78503
PH: (956) 821–8180

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **MANUEL CANTU MEMBER OF RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD.** proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seat of office this _____ day of _____, 20__.

CLARISSA QUINTANILLA
Notary ID #129515255
My Commission Expires
November 04, 2025

CLARISSA QUINTANILLA–NOTARY PUBLIC

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as **KING'S LANDING** conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20__."

CHAIRPERSON–PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

"I, the undersigned, Mayor of the City of Edinburg, hereby certify that this subdivision plat conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required."

MAYOR–CITY OF EDINBURG — DATE

ATTEST: CITY SECRETARY — DATE

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CERTIFICATION

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE _____ DAY OF _____, 20__.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS OF WAY OR EASEMENTS.

PRESIDENT — ATTEST: SECRETARY

APPROVED BY DRAINAGE DISTRICT:
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 THE TEXAS WATER CODE 49.211(C). 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

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

ON: _____ AT: _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

FILENAME : F:\DATA\SURDWG\EDINBURG\KINGS LANDING PLAT 85 ENTRANCE			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
6-13-2024	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
10-13-2024	RS		

THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Today's Date: 6/5/25

Case # : _____

OWNER INFORMATION

Name: Red Rock Real Estate Development Group, Ltd. **Phone No. :** 956-821-8180

Contact Name: Manuel Cantu

Mailing Address: 2912 S. Jackson Road **City:** McAllen **Zip:** 78503

Email Address: riocantu@yahoo.com

APPLICANT INFORMATION

Name: Quintanilla, Headley & Associates, Inc **Phone No. :** 956-381-6480

Contact Name: Alfonso Quintanilla, P.E.

Mailing Address: 124 E. Stubbs **City:** Edinburg **Zip:** 78539

Email Address: alfonsoq@qha-eng.com

PROPERTY INFORMATION

Address/Location being Rezoned: Southeast corner of McColl Road & Wisconsin Road

Legal Description of Property: **Property ID(s):** 217538

A 2.941 acre tract of land out of Lots 49 and 50, Lehigh Plaza Subdivision

Hidalgo County, Texas

Zone Change: From: RM - RESIDENTIAL, MULTIFAMILY **To:** CG - COMMERCIAL, GENERAL

Existing Land Use: Vacant

Reason for Zone Change: Proposed Commercial use

Manuel Cantu
(Please Print Name)

Signature

AMOUNT PAID $ _____ **RECEIPT NUMBER** _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISION) - 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:289967 RED ROCK REAL ESTATE DEVELOPMENT GROUP LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

PID:217540 SANCHEZ JESUS & EVA
2325 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-6208

PID:217541 SANCHEZ JESUS
2325 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-6208

PID:217539 TEYSHA GROUP LLC
207 W DAFFODIL AVE
MCALLEN, TX 78501

PID:289970 SHAW GIN REAL ESTATE HOLDINGS CO LLC
PO BOX 2677
MCALLEN, TX 78502-2677

PID:289973 SHAW GIN REAL ESTATE HOLDINGS CO LLC
PO BOX 2677
MCALLEN, TX 78502-2677

PID:289972 SHAW GIN REAL ESTATE HOLDINGS CO LLC
PO BOX 2677
MCALLEN, TX 78502-2677

PID:217538 RED ROCK REAL ESTATE DEVELOPMENT GROUP LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

PID:1464800 VARGAS ALVAREZ INVESTMENTS LLC
5223 S MCCOLL RD
EDINBURG, TX 78539-7861

PID:1464799 GARZA DUSTIN & KATHY CASTANEDA
2901 HUISACHE AVE
EDINBURG, TX 78539-7815

PID:1464798 ORTIZ TINO
2401 ARROYO AVE
MCALLEN, TX 78504-6342

PID:1464797 CONTRERAS JOANNA & ALBERT ARIZMENDI
4122 S RHONDA ST
EDINBURG, TX 78539

PID:1464796 GARCIA ALDO JAVIER
1001 S TAYLOR RD
MCALLEN, TX 78501

PID:1464795 INSECA INVESTMENTS LLC
5010 JUNO CT
EDINBURG, TX 78539-0038

PID:1464810 TIERRA RGV GROUP LTD
2912 S JACKSON
MCALLEN, TX 78503-1870

PID:1464809 TIERRA RGV GROUP LTD
2912 S JACKSON
MCALLEN, TX 78503-1870

PID:1562777 CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG, TX 78539-4353

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, A 2.941 ACRE TRACT OF LAND OUT OF LOTS 49 AND 50, LEHIGH PLAZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 5, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3555596, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 2700 WEST WISCONSIN 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 a 2.941 acre tract of land out of Lots 49 and 50, Lehigh Plaza Subdivision, Hidalgo County, Texas, according to the Plat or Map Thereof Recorded in Volume 5, Page 43, Map Records, Hidalgo County, Texas, and According to Special Warranty Deed Recorded Under County Clerk's Document Number 3555596, Official Records, Hidalgo County, Texas, Located At 2700 West Wisconsin 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 June 26, 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 July 15, 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 the 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 15th day of July 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: July 15, 2025
PUBLIC HEARINGS
Agenda Item No: 7.F.
Public Hearing / Sign Variance Request - Arnoldo Cantu

1. **Agenda Item:**
Hold Public Hearing and Consider the Variance Request to the City of Edinburg Unified Development Code Article 4,Development Standards, Division 4.300, Signs, Section 4.303, Permanent Signs, the South 27.5 Feet of the North 47.5 Feet of Lot 6, Block 342, Original Townsite of Edinburg, Hidalgo County Texas, According to the Plat or Map Thereof Recorded in Volume 1, Page 23, Map Records of Hidalgo County, Texas, Located at 509 South Closner Boulevard, as Requested by Arnoldo Cantu. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The applicant is requesting a variance to the Unified Development Code Section 4.303 as it applies to Permanent Signs. The sign in question is for the advertisement of a law office at this location. The property is located on the west side of S. Closner Boulevard, approximately 150 feet south of Fay Street. The property has approximately 27.5 feet of frontage along Closner Boulevard and a total lot area of approximately 0.0846 of an acre. This property is currently zoned Commercial, General (CG) District and there is currently no freestanding signs at this location. Additionally, there are freestanding pole signs located along South Closner Boulevard within the Commercial, General (CG) District. Adjacent zoning is Commercial, General (CG) District in all directions. Surrounding land consists of commercial uses.

Staff received a Sign Variance Application for the subject property on May 27, 2025. The applicant is proposing a freestanding sign roughly 35 feet high from natural ground to top of height with a square footage of 120 square feet. Based on Article 4.303, the proposed 120 square foot sign would be exceeding the maximum size of 35 square feet by 85 square feet. Article 9, Table 9.103-1 states that a variance to a sign permit must come before the Planning & Zoning Commission in the form of a public hearing. The applicant then has an opportunity for the item be heard before City Council.

Staff mailed a notice of the public hearing to 35 neighboring property owners on Friday, June 13, 2025 and no comments in favor or against this request at the time this report was created. Notice of this public hearing was published in the newspaper on June 25, 2025.

On June 26, 2025, the Planning & Zoning Commission recommended with a vote of 3-2 to approve the Sign Variance Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Variance Request to the City's Unified Development Code. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any 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

MEETING DATES:
PLANNING & ZONING COMMISSION – 06/25/25
CITY COUNCIL –07/15/5
DATE PREPARED – 06/18/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider Variance Request to The City Of Edinburg Unified Development Code Article 4, Development Standards, Division 4.300, Signs, Section 4.303, Permanent Signs

APPLICANT: Raul & Carolina Palma

AGENT: Arnoldo Cantu

LEGAL: The South 27.5 feet of the North 47.5 feet of Lot 6, Block 342, Original Townsite of Edinburg, Hidalgo County Texas, according to the Plat or Map thereof Recorded in Volume 1, Page 23, Map Records of Hidalgo County, Texas

LOCATION: 509 South Closner Boulevard

LOT/TRACT SIZE: Approximately 0.0846 of an acre

CURRENT USE: Office

PROPOSED USE: Office

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Commercial, General (CG) District
East – Commercial, General (CG) District
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Variance Request to the City Of Edinburg Unified Development Code Article 4, Development Standards, Division 4.300, Signs, Section 4.303, Permanent Signs.

VARIANCE REQUEST
ARNOLDO CANTU

EVALUATION

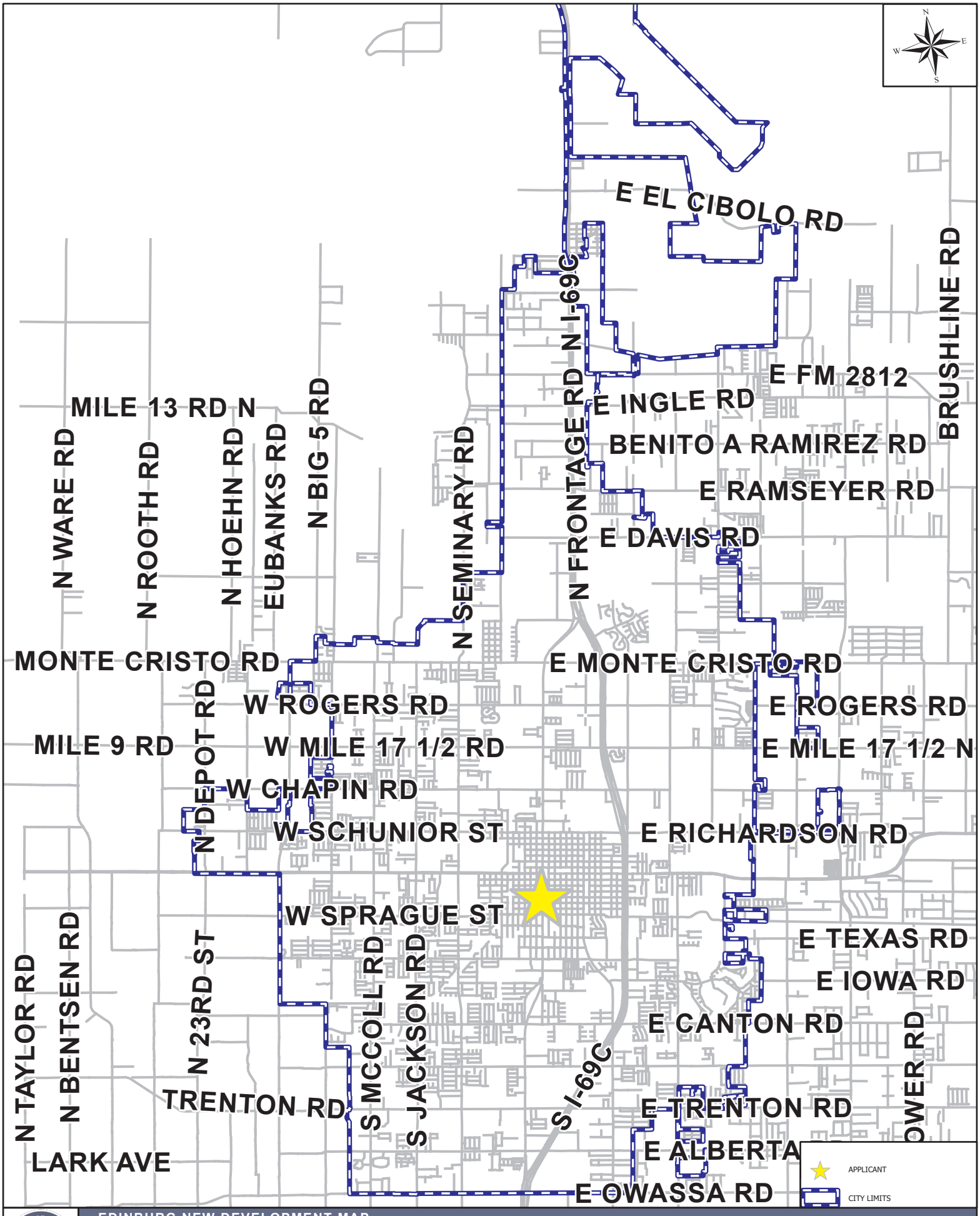
The following is staff's evaluation of the request.

1. Similar signs of this nature are located along this roadway.

2. Based on Article 4.303, the proposed 120 square foot sign would be exceeding the maximum size of 35 square feet.

Staff recommends denial of the Variance Request to the City's Unified Development Code. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

Staff mailed a notice of the public hearing to 35 neighboring property owners on Friday, June 13, 2025 and no comments in favor or against this request at the time this report was created. Notice of this public hearing was published in the newspaper on June 25, 2025.



EDINBURG NEW DEVELOPMENT MAP

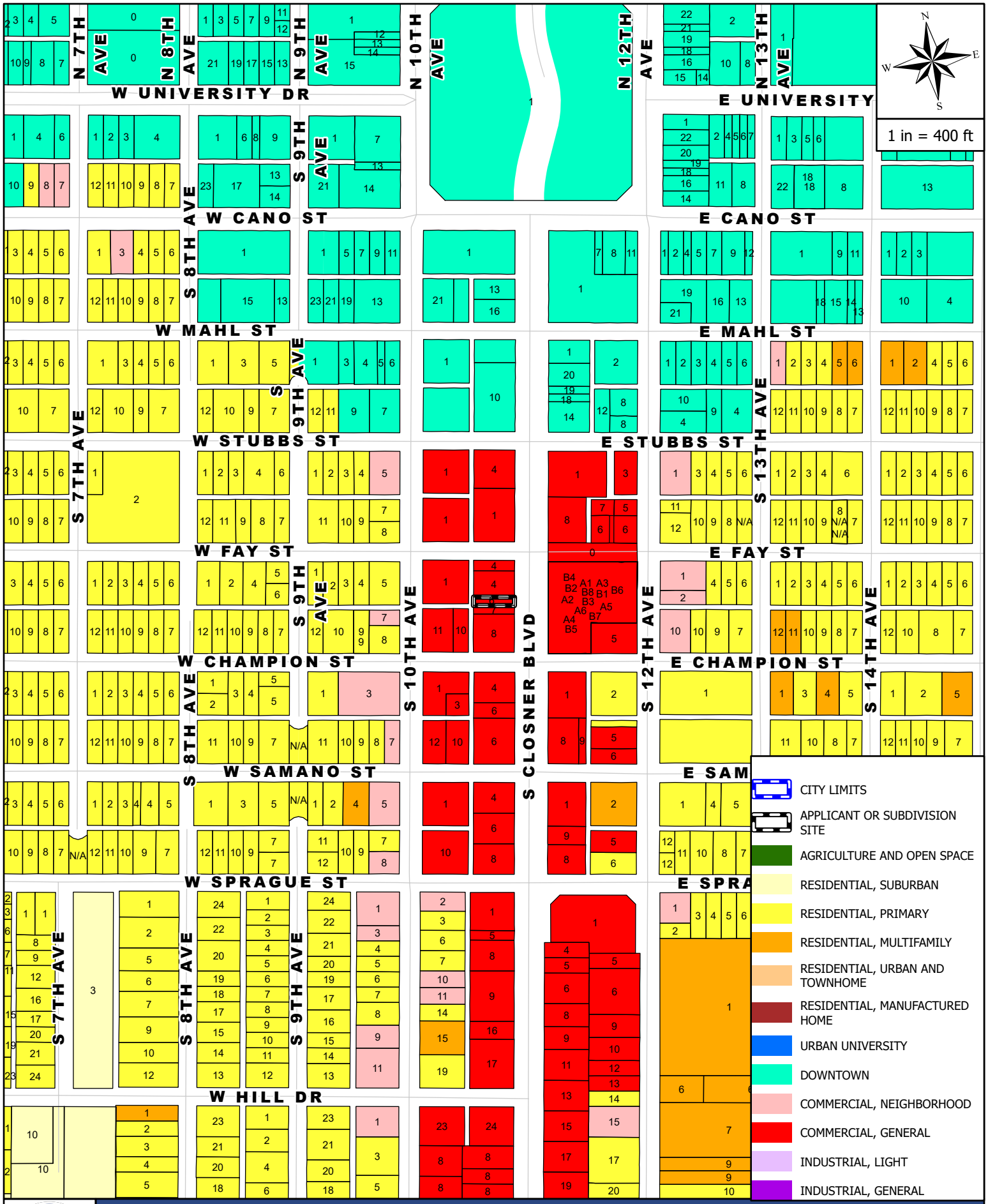
APPLICANT AND/OR SUBDIVISION:

VAR-2025-0285 509 S CLOSNER BLVD

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0285 509 S CLOSNER BLVD



ZONING MAP

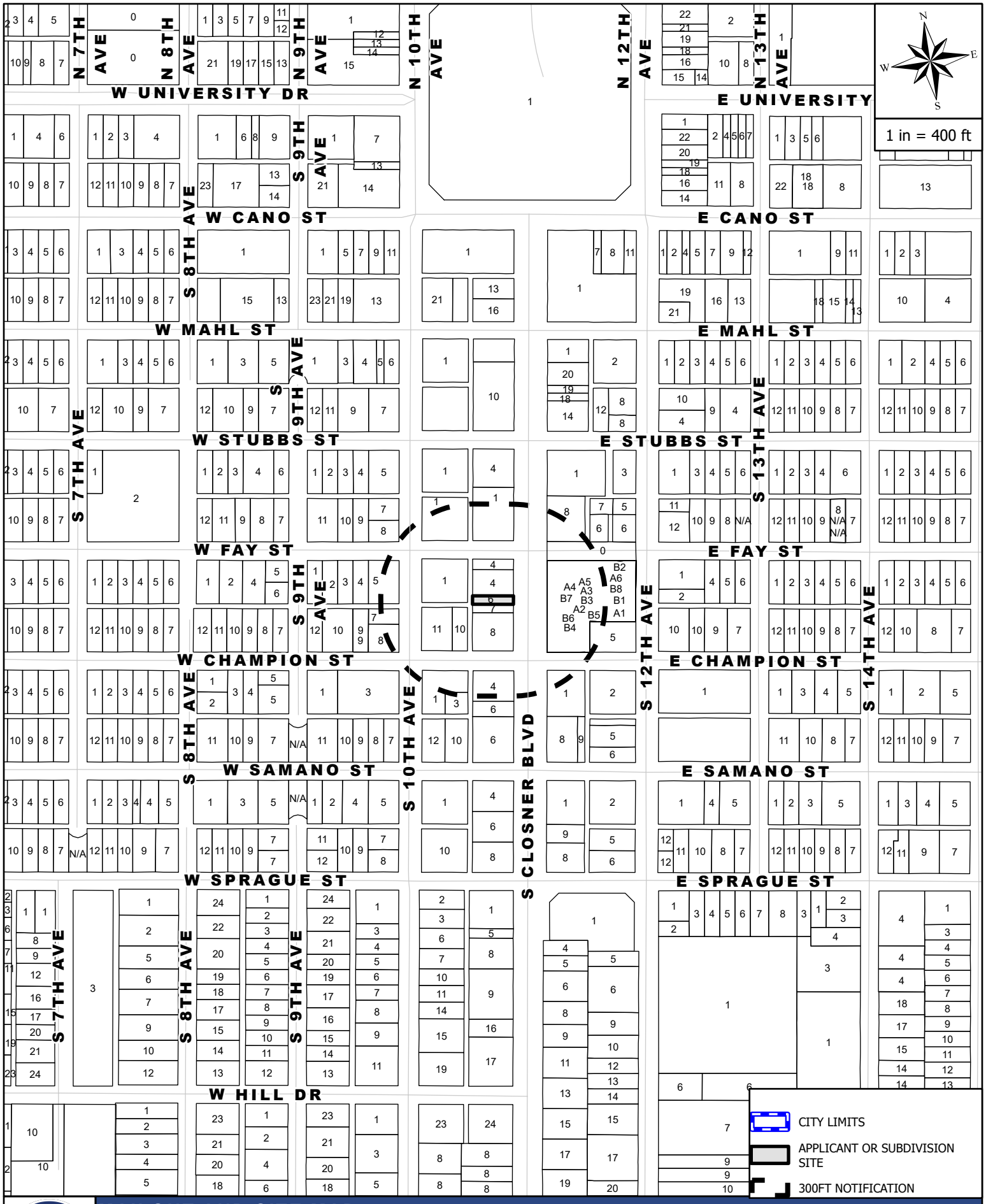
APPLICANT AND/OR SUBDIVISION:

VAR-2025-0285 509 S CLOSNER BLVD

FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0285 509 S CLOSNER BLVD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0285 509 S CLOSNER BLVD

Variance Request Site Photo

Arnoldo Cantu

509 South Closner Boulevard

S. Closner Blvd
BUS 281
12 ft
8 ft
SIGN
site plan approved by Planning on 5/19/2025 trf
palma law
509 S. Closner Blvd.
A-MAX Auto Insurance
509
511

144 in
120 in
PALMA LAW
ATTORNEYS AT LAW
956-200-2000
www.palmalaw.com
SQUARE FOOTAGE OF SIGN NOT APPROVED. THE LOT HAS ONLY ABOUT 28 FEET OF STREET FRONTAGE,
ACCORDING TO UDC CODE TABLE 4.303-3 MAX SIZE IS 35 SQUARE FEET OR 1 SQ FT PER LINEAR FT OF STREET FRONTAGE; 250 SF MAX .
35 ft
Height requirement of 35 ft Approved by Planning Dept on 5/19/2025 trf
13'
8'
distance from edge of pavement Approved by Planning Dept on 5/19/2025 trf

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

Sign Variance Application

ENERGOV CASE # VAR-2025-0285

SECTION A: APPLICANT INFORMATION

Property Owner Name: RAUL A. PALMA

Owner Contact Information

Mailing Address: 509 S. CLOSNER BLVD. Edinburg TX 78539
Street Address City/State Zip Code

Phone (Home): _____ (Work): _____ (Cell): 956-200-2000

Email: raul@palmalaw.com

Agent/Applicant Name *(if different than Owner)*: Arnoldo Cantú

Applicant Contact Information

Mailing Address: 2029 INDUSTRIAL DR ~~Edinburg~~ McAllen TX 78504
Street Address City/State Zip Code

Phone (Home): _____ (Work): 956-630-1213 (Cell): 956-240-1244

Email: Sales@lion-signs.com

SECTION B: LOCATION OF PROPOSED SIGN

Address: 509 S. Closner Blvd Edinburg TX 78539
Street Address City/State Zip Code

Property Legal Description: _____
Lot Block Subdivision

Edinburg Townsite LT S 27 1/2' OF N 47 1/2' OF 6 BLK 342

Present Zoning: _____ Property ID#: 165659

SECTION C: REQUESTED SIGN VARIANCE

Variance to Section(s) 4.307-3 of Article 4, Division 4.300, Development Standards, Signs.

Ordinance Requirement(s): total sq. ft of sign to be 35 sq ft

I hereby request a variance from the requirements of the Sign Ordinance to allow the following:

to allow 120 sq ft sign like surrounding signs

Signature: _____ Date: 5-27-25

Name (Please Print): Arnoldo Cantu

Application Deadline: _____ Application Received by: _____

$450 Application Fee: Receipt Number _____

P&Z Hearing: _____ City Council Hearing: _____

OWNER NOTIFICATION LIST REPORT

PID:165770 SALINAS JESSE G & BEATRIZ A
1000 S 16TH AVE
EDINBURG, TX 78539-5727

PID:165775 PRESTIA JOSEPH DAVID & JAVIER ORNELAS
600 S CLOSNER BLVD
EDINBURG, TX 78539-4662

PID:165771 HERRERA ANA MARIA
1210 CAROLINA AVE
EDINBURG, TX 78541

PID:165441 ROMAN CATHOLIC DIOCESE OF BROWNSVILLE
PO BOX 2279
BROWNSVILLE, TX 78522-2279

PID:165663 CATH DIOCESE OF BROWNSVILLE
PO BOX 2279
BROWNSVILLE, TX 78522-2279

PID:165670 BARNETT SAM
PO BOX 3394
EDINBURG, TX 78540-3394

PID:165669 PALACIOS JUAN SR
624 PALACIOS DR
EDINBURG, TX 78539-7811

PID:165657 OCHOA J I DR
1100 S 17TH ST
EDINBURG, TX 78539-5741

PID:165661 CANTU JOSE RENE & ALIMIRA F LIVING TRUST
980 EBONY DR
EDINBURG, TX 78539-5444

PID:646724 MOHN Y COMPANY LLC
502 S CLOSNER BLVD
EDINBURG, TX 78539-4660

PID:165668 CATH DIOCESE OF BROWNSVILLE
PO BOX 2279
BROWNSVILLE, TX 78522-2279

PID:165769 AW & MR FAMILY LP
5809 N 1ST LN
MCALLEN, TX 78504-2091

PID:165441 ROMAN CATHOLIC DIOCESE OF BROWNSVILLE
PO BOX 2279
BROWNSVILLE, TX 78522-2279

PID:165662 MOST REV DANIEL E FLORES BISHOP OF
114 W FAY ST
EDINBURG, TX 78539-4327

PID:165437 ALANIS AUGUSTIN & MARIA L
5701 N 28TH LN
MCALLEN, TX 78504-4739

PID:165659 PALMA RAUL & CAROLINA
705 DAWSON ST
EDINBURG, TX 78539-6413

PID:165655 CATH DIOCESE OF BROWNSVILLE
1900 UNIVERSITY BLVD
BROWNSVILLE, TX 78520-4936

PID:165660 CANTU JOSE RENE & ALIMIRA F LIVING TRUST
980 EBONY DR
EDINBURG, TX 78539-5444

PID:165450 MOHN Y COMPANY LLC
502 S CLOSNER BLVD
EDINBURG, TX 78539-4660

PID:646725 MOHN Y COMPANY LLC
502 S CLOSNER BLVD
EDINBURG, TX 78539-4660

PID:646726 I & SM PARTNERSHIP LTD
7120 N WARE RD
MCALLEN, TX 78504-5819

PID:646727 ARIASI PROPERTIES LP
PO BOX 2079
MCALLEN, TX 78505-2079

PID:646728 ARIASI PROPERTIES LP
PO BOX 2079
MCALLEN, TX 78505-2079

PID:646718 MOHN Y COMPANY LLC
502 S CLOSNER BLVD
EDINBURG, TX 78539-4660

PID:646719 I & SM PARTNERSHIP LTD
7120 N WARE RD
MCALLEN, TX 78504-5819

PID:646716 YAZJI ARAM SOLOMAN
7706 N 2ND LN
MCALLEN, TX 78504-5677

PID:646717 ARIASI PROPERTIES LP
PO BOX 2079
MCALLEN, TX 78505-2079

PID:165654 AGUILLON GABRIELA & FRANCISCO
1205 FORTRESS ST
EDINBURG, TX 78539-7019

PID:646723 MOHN Y COMPANY LLC
502 S CLOSNER BLVD
EDINBURG, TX 78539-4660

PID:646715 ASAS LTD
502 S CLOSNER BLVD
EDINBURG, TX 78539-4660

PID:646720 SUBHASH & SAROJINI BOSE LP
7007 N 1ST LN
MCALLEN, TX 78504-1931

PID:646722 MOHN Y COMPANY LLC
502 S CLOSNER BLVD
EDINBURG, TX 78539-4660

PID:646729 MOHN Y COMPANY LLC
502 S CLOSNER BLVD
EDINBURG, TX 78539-4660

PID:675773 YAZJI DR MONZER H
7706 N 2ND LN
MCALLEN, TX 78504-5677

PID:165656 HEAVEN SENT SERVICES LLC D/B/A HEAVENLY CARE PHC SERVICES
2701 N JACKSON RD
EDINBURG, TX 78541-8867

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
PUBLIC HEARINGS
Agenda Item No: 7.G.
Resolution - Grant Application TPWD Memorial Park Improvements

1. **Agenda Item:**
Hold Public Hearing and Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Parks & Wildlife Department Under the Fiscal Year 2026 Local Park Grant Program's Non-Urban Outdoor Recreation Grant for the Memorial Park Improvements Project, and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
The Texas Parks and Wildlife Department (TPWD) announced the solicitation of grant applications for its Fiscal Year 2026 Local Park Grant Program: Non-Urban Outdoor Recreation Grant on May 12. It provides funding to assist local units of government with the acquisition and/or development of public recreation areas and facilities.

The City of Edinburg wishes to apply for the proposed project to facilitate inclusive opportunities for people of all ages by making improvements to Memorial Park including the construction of an inclusive basketball playcourt with shade structures and two tennis courts. The playcourt is comprised of multiple basketball stations with an all-inclusive design that encourages participation from players of all ages and ability levels. It includes ramps, smooth surfaces, and ample space for wheelchair access. In addition, it includes adjustable or lower-height goals/backboards for different reach levels. The tennis courts include the demolition of the existing court and construction of two back-to-back courts which improves existing play and adds capacity for the sport within Memorial Park. The proposed project also includes installing sidewalks, benches, native landscaping, signage and solar lighting around these new amenities. See attached exhibit showing a conceptual layout.

The grant request is approximately $347,927.00, with a required 50% local match of approximately $347,927.00, for a total project cost of approximately $695,854.00. As per TPWD's requirements, the matching funds are readily available in the FY 2025 Parkland Dedication Fund.

The deadline for the application is Friday, August 1, 2025. The period of performance is anticipated to be two to three years. The award notification is anticipated to be in February 2026. All grant elements must be maintained and available for 25 years and dedicated for public park and recreation purposes in perpetuity.

This grant will provide people of all ages, including those with disabilities, access to all-inclusive park amenities where they can engage in a diverse range of activities. If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to submit a grant application to the Texas Parks & Wildlife Department under the Fiscal Year 2026 Local Park Grant Program's Non-Urban Outdoor Recreation Grant for the Memorial Park Improvements Project, and Execute Grant Documents Relating Thereto.

Reviewed by:
Mardoqueo Hinojosa, City Engineer

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:

A. 2026 TPWD Resolution
B. Cost Estimate
C. Memorial Park Improvements Exhibit
D. Examples of Bankshot

RESOLUTION NO ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE TEXAS PARKS & WILDLIFE DEPARTMENT UNDER THE FISCAL YEAR 2026 LOCAL PARK GRANT PROGRAM'S NON-URBAN OUTDOOR RECREATION GRANT FOR THE MEMORIAL PARK IMPROVEMENTS PROJECT AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Texas Parks & Wildlife Department is soliciting grant applications for the Fiscal Year 2026 Local Park Grant Program's Non-Urban Outdoor Recreation Grant to assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas; and

WHEREAS, the Program provides 50 percent matching grants on a reimbursement basis to eligible applicants and the City is fully eligible to receive assistance under the Program; and

WHEREAS, the Edinburg City Council finds it is the best interest of the citizens of City of Edinburg to apply for the Fiscal Year 2026 Local Park Grant Program's Non-Urban Outdoor Recreation Grant; and

WHEREAS, the Edinburg City Council is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas Parks & Wildlife Department funds, the City of Edinburg assures that the funds will be returned to the Texas Parks & Wildlife Department 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 the City Manager to submit the grant application for the Fiscal Year 2026 Local Park Grant Program's Non-Urban Outdoor Recreation Grant.

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: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 5: That the Applicant hereby authorizes and directs the City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that Myra L. Ayala is hereby officially designated as the representative in this regard. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

SECTION 6: The Applicant hereby specifically authorizes the official to make application to the Department concerning the Memorial Park Improvements Project in the City of Edinburg for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity. Projects with federal monies may have differing requirements.

SECTION 7: 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 8: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

INTRODUCED, 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 15th day of July, 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

CONSTRUCTION COST ESTIMATE	DATE: July 9, 2025	SHT. 1 of 1

Project: TPWD Local Parks Grant	**Basis of Estimate**	
Location: Memorial Park Improvements	**No Design**	¤
Owner: City of Edinburg	**Completed Preliminary**	
Type of Estimate: Preliminary (All)	**Design**	
Estimator: AC & MH	**Final Design**	

IMPROVEMENTS:

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Demolition	LS	1	$ 25,000.00	$ 25,000.00
2	Shade Structures	LS	1	$ 50,000.00	$ 50,000.00
3	5' sidewalk upgrade	LF	520	$ 45.00	$ 23,400.00
4	Erosion Control	LF	1100	$ 4.00	$ 4,400.00
5	Solar Lighting	LS	1	$ 30,000.00	$ 30,000.00
6	Bankshot	LS	1	$ 175,000.00	$ 175,000.00
7	Tennis Courts Improvements	LS	1	$ 275,000.00	$ 275,000.00
8	Landscaping	LS	1	$ 20,000.00	$ 20,000.00
9	Benches	EA	8	$ 1,000.00	$ 8,000.00
10	Project Sign	LS	1	$ 5,000.00	$ 5,000.00
				SUB-TOTAL	**$ 615,800.00**

PROFESSIONAL SERVICES

NO.	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL
1	ENGINEERING* Construction Management	%	10	$ 615,800.00	$ 61,580.00
2	Geotechnical Eng and Materials Testing	%	3	$ 615,800.00	$ 18,474.00
				SUB-TOTAL	**$ 80,054.00**
				TOTAL COST:	**$ 695,854.00**
			50/50	City Match	$ 347,927.00

N
W
E
S

1 in = 50 ft

THE CITY OF EDINBURG TEXAS

MEMORIAL PARK IMPROVEMENTS

REQUESTED BY: PARKS & RECREATIONS | CREATED BY: ENGINEERING DEPARTMENT - GIS DIVISION | DATE: JULY 3, 2025

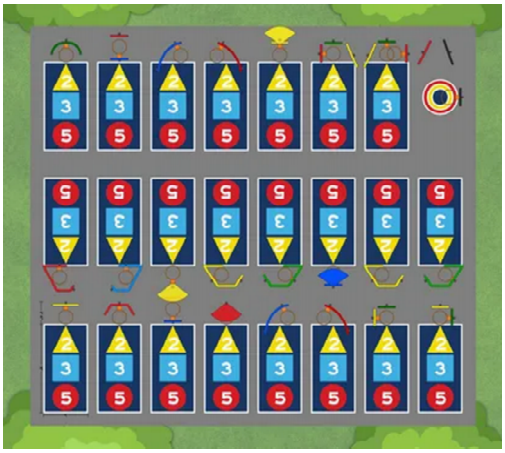
LEGEND

IMPROVEMENT AREAS

- BANK SHOT
- SIDEWALK
- TENNIS COURT

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.

Examples of Bankshot



CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
ORDINANCE
Agenda Item No: 8.A.
Special Use Permit -"EHS March-A-Thon and Community Market Celebration"

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "EHS March-A-Thon and Community Market Celebration" Event to be Held Saturday, August 16, 2025 from 6:00 a.m. Through 12:00 Noon at the Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11, Section 268, Texas - Mexican Railway Company's Survey, Located at 714 South Raul Longoria, as Requested by Jason Rogers. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the "EHS March-A-Thon and Community Market Celebration" event to be held Saturday, August 16, 2025 from 6:00 a.m. through 12:00 noon at the Edinburg Municipal Park being portions of Lots 9, 10, 12 and 16 and all of Lot 11, Section 268, Texas - Mexican Railway Company's Survey, located at 714 South Raul Longoria. This request is being coordinated through the Parks and Recreation, Police, Solid Waste, Public Works, Fire, and Code Enforcement Department.

3. **Staff's Recommendation:**
Planning and Zoning staff recommends approval of the Temporary Special Use Permit for the "EHS March-A-Thon and Community Market Celebration" event to be held Saturday, August 16, 2025, from 6:00 a.m. through 12:00 noon at the Edinburg Municipal Park being portions of Lots 9, 10, 12 and 16 and all of Lot 11, Section 268, Texas - Mexican Railway Company's Survey, located at 714 South Raul Longoria.

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 – 07/15/2025
DATE PREPARED – 06/19/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for the "EHS March-A-Thon and Community Market Celebration"
APPLICANT:	Jason Rogers
AGENT:	Not Applicable
LEGAL:	Portions of Lots 9, 10, 12 and 16 and all of Lot 11, Section 268, Texas - Mexican Railway Company's Survey
LOCATION:	714 South Raul Longoria Rd
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Edinburg Municipal Park
PROPOSED USE OF PROPERTY:	"EHS March-A-Thon and Community Market Celebration"
EXISTING LAND USE/ ADJACENT ZONING:	North – Residential, Multi Family and Urban (RM) District South – Commercial General (CG) District East – Outside City Limits West –Residential, Primary (RP) District Commercial, Neighborhood (CN) District
LAND USE PLAN DESIGNATION:	Park
ACCESS AND CIRCULATION:	This property has access from South Raul Longoria Road, a four (4) lane principal arterial roadway, Sprague Street, a two (2) lane collector roadway and from South Doolittle Road, a two (2) lane collector roadway.
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation follows.

TEMPORARY SPECIAL USE PERMIT
"EHS MARCH-A-THON AND COMMUNITY MARKET CELEBRATION"

EVALUATION AND CONDITIONS FOR APPROVAL

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

1. **Duration:** The proposed day and hours requested by the applicant are Saturday, August 16, 2025 from 6:00 a.m. through 12:00 noon. 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 Raul Longoria Rd

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

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

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

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

7. **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.

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

EHS Bobcat Band & Booster Club
March-A-Thon
2600 E. Wisconsin Rd.
Edinburg, TX 78542

June 12, 2025

To Whom It May Concern:

My name is Jason Rogers, and I am the Director of Bands at Edinburg High School. Our Edinburg High School "Bobcat" Band is comprised of the most outstanding young adults our community has to offer. As we journey into 2025 and beyond, the current and future members of our Bobcat Band will continue to pursue the same Tradition of Pride, Passion and Excellence that has represented our school and community for over 100 years.

The 2024-2025 Bobcat Band Season was one to remember! We were BOA Regional Class Champions for the **first time in school history**, received our **23rd straight Division 1** at the Annual Pigskin Jubilee and reached the **UIL Area G Finals** for the 3rd year in a row. All our Varsity Ensembles received **Sweepstakes**, and our Jazz Bands and Indoor Groups were awarded for outstanding performances at regional and state events. Our Bobcat Colorguard received the **Bronze Medal at the TCGC State Championships**, becoming the first group in EHS History to receive back-to-back medals (last year being the **Gold Medal State Champion**), and our Indoor Winds were **State Champions** for the 3rd time in 4 years. In April our Indoor Winds travelled to the WGI World Championships in Dayton, OH, where they were crowned **the 2025 World Champions**, capping off an undefeated 2025 season. In fact, they received the **2nd highest class score in history**.

On Saturday, August 16th, we would like to request the use of the Edinburg Municipal Park and North and South Pavilions (please see map) for our second ever **Bobcat Band March-A-Thon and Community Market Celebration**. With your support, you will witness the amazing performances of our EHS Band, EHS Sergeanettes among many others while you invest in the future of our EHS Bobcat Band.

As you reminisce about your days in High School, I'm sure you can agree that the most vivid and special memories of your high school experience involved band, cheer, drill team, football, or other extra-curricular activities you might have been involved with. Hopefully these memories and experiences helped to mold you into the person you are today. Rest assured that these students share the same experiences. And with your help we will continue to give the future editions of the EHS Bobcat Band these same opportunities. If you have any questions, please feel free to contact me. Thank you again for your patience and willingness to help.

Sincerely,

Jason Rogers
Director of Bands
Edinburg High School

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

Waiver of Fees Application:
Events

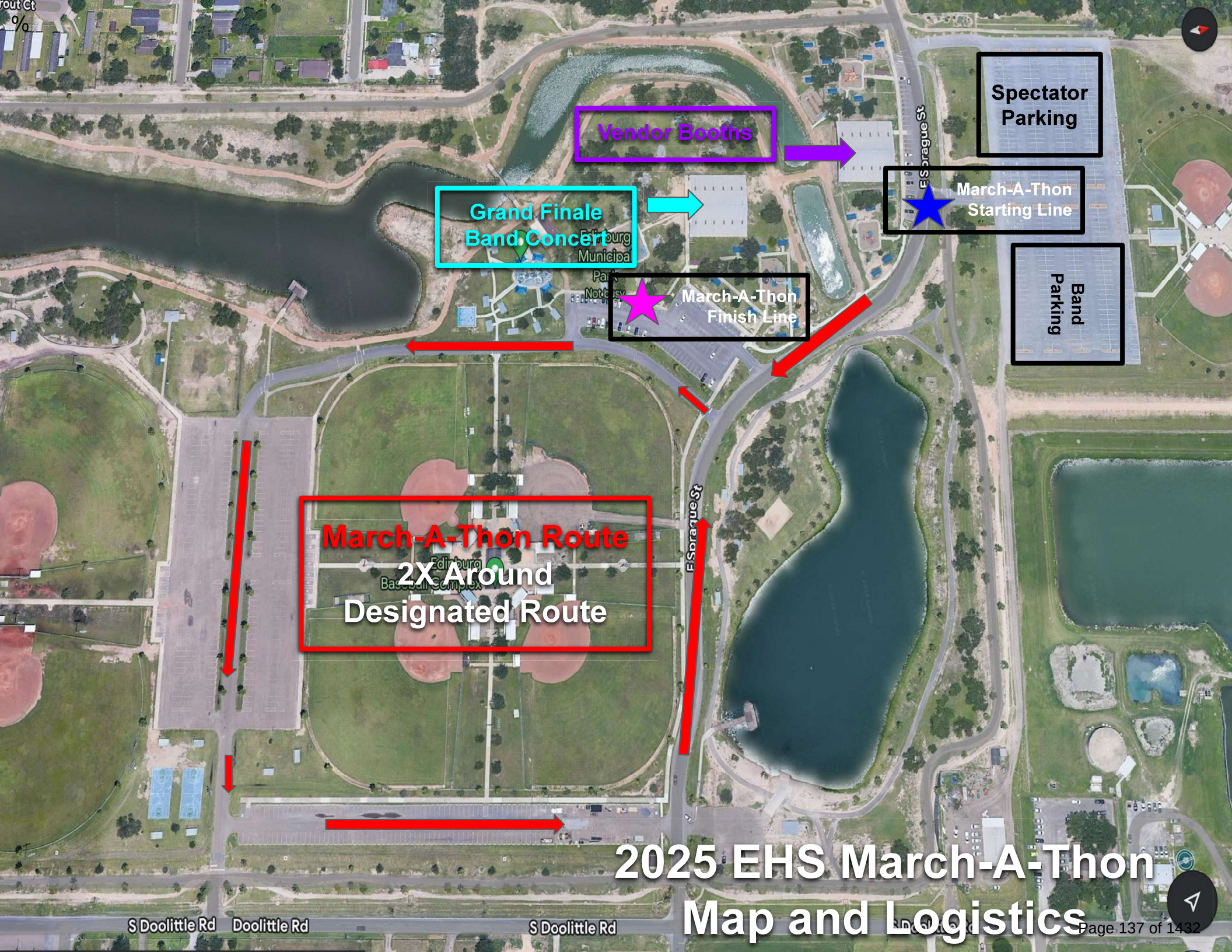
Date: **August 16, 2025** **Packet Submitted By:** **Jason Rogers**

1. Type of Event: **March-A-Thon and Community Market Celebration**
2. Name of Event: **EHS Bobcat Band March-A-Thon** Phone: **(956) 793-1108**
3. Fundraising Event? ☑ YES ☐ NO Does Event Sponsor have IRS 501(c)(3) status? ☑ YES ☐ NO

   Please state use of proceeds: 2025-2026 EHS Bobcat Band
4. Contact Name: **Jason Rogers**
5. Mailing Address: **2600 E. Wisconsin Rd.**
6. Email: **ja.rogers@ecisd.us**
7. Location of Event: **Edinburg Municipal Park**
8. Days & Hours of Event: **Saturday, August 16th, 2025 from 7:30-11:30 am**

Items Provided:

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



2025 EHS March-A-Thon Map and Logistics

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 15th day of July, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Edinburg Consolidated Independent School District, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Edinburg Consolidated Independent School District, 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 July 15, 2025 for the "EHS March-A-Thon and Community Market Celebration" event to be held Saturday, August 16, 2025, from 6:00 a.m. through 12:00 noon, at The Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas. Edinburg Consolidated Independent School District, for the "EHS March-A-Thon and Community Market Celebration", 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 July 15, 2025 for the "EHS March-A-Thon and Community Market Celebration" event to be held Saturday, August 16, 2025, from 6:00 a.m. through 12:00 noon, at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas.

EXECUTED this the 15th day of July, 2025.

CITY OF EDINBURG

BY: _____

: Myra L. Ayala, City Manager

APPROVED AS TO FORM

"EHS March-A- Thon"

By: _____ BY: _____

Josephine Ramirez Solis
City Attorney

Dr. Mario Salinas on behalf of the Edinburg Consolidated Independent School District

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT, "EHS MARCH-A-THON AND COMMUNITY MARKET CELEBRATION" EVENT TO BE HELD SATURDAY, AUGUST 16, 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, AS PROVIDED IN ARTICLE 2.511 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, Jason Rogers, has applied for a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "EHS March-A-Thon and Community Market Celebration" event to be held Saturday, August 16, 2025; and,

WHEREAS, this type of activity is prohibited by said Unified Development Code 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.

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. That a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Jason Rogers for the "EHS March-A-Thon and Community Market Celebration" event to be held Saturday, August 16, 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, with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant are Saturday, August 16, 2025 from 6:00 a.m. through 12:00 noon. 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 Raul Longoria Rd

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

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

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

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

7. **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.

8. **Health Permit:** A temporary health permit for any 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 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 15th day of July, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
VARIANCE
Agenda Item No: 9.A.
Subdivision Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Requests to the City's Unified Development Code, Article 5, Section 5.203-1, Right-of-Way Widths and Sidewalks, for Morning Star Gardens Subdivision, Being a 4.002 Tract of Land Containing 4.002 Acres Situated in the City of Edinburg, Hidalgo County, Texas, Being a Part or Portion Out of Lot 20, Kelly- Pharr Subdivision, Located at 3420 South Business Highway 281, as Requested by Melden & Hunt Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of South Business Highway 281, and 313 ft. north of East Wisconsin Road, and is within the City of Edinburg city limits. The 4.002 acre tract currently has an old commercial building that will be demolished for the proposed subdivision. The proposed development is for eighteen (18) single family residential lots and one (1) commercial lot that will front South Business Highway 281. The preliminary plat of Morning Star Gardens Subdivision was approved by the Planning and Zoning Commission on May 08, 2025. Melden and Hunt, Inc, on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 5.203-1 Right-of-Way Width & Sidewalk
This requested variance is to Article 5, Section 5.203-1 as it applies to Right-of-Widths and Sidewalk requirements. The developer is requesting to have a 40 ft. Right-of-Way instead of the required 50 ft. Right-of-Way for a minor residential street, as well they are proposing to install the sidewalk on the north side of the proposed street opposed to the required both sides. The developer is requesting this relief to the code due to their concern for a existing narrow lot and their difficulties to accommodate lot size requirements and Right-of-Way widths.

On June 26, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Variance Request.

3. **Staff's Recommendation:**
Staff recommends denial of the variance requests. Staff recommends the developer should adhere to the Right-of-Way Width & Sidewalk requirements as required by the City of Edinburg's Unified Development 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

Sec. 5.203, Streets Cross Sections

A. **Right-of-Way and Pavement Widths.** Rights-of-way shall conform to those set out in Table 5.203-1, *Right-of-Way Widths*, and as generally depicted in Figure 5.203-1, *Sample Right-of-Way Cross-Section*.

B. **Adjustments.** The City shall, where feasible, require the street's design to minimize the disturbance of natural resources, including floodplains. Where additional right-of-way is needed to obtain vertical curve, grade, clear sight triangles, turn lanes, or medians, the required right-of-way shall be adjusted to the extent necessary in accordance with local needs as determined by the Planning and Engineering Departments.

C. **Half Streets Prohibited.** No half-streets shall be permitted in new subdivision plats.

Table 5.203-1

Right-of-Way Widths[1]

Road Classification	Minimum Right-of-Way Width Required (A)	Minimum Pavement Width Required[2] (B)	Lanes (C)	Sidewalks (width and sides of street) (D)
Principal Arterial	120 feet	81 feet	5 including center	5 feet / Both
Minor Arterial	100 feet	64 feet	5 including center	5 feet / Both
Collector	80 feet	57 feet	3 including center	5 feet / Both
Residential Collector[3]	60 feet	43 feet	2	5 feet / Both
Minor Street	50 feet / 60 feet	32 feet / 36 feet	2	5 feet / Both
Alleys	20 feet	18 feet	--	--

TABLE NOTES:

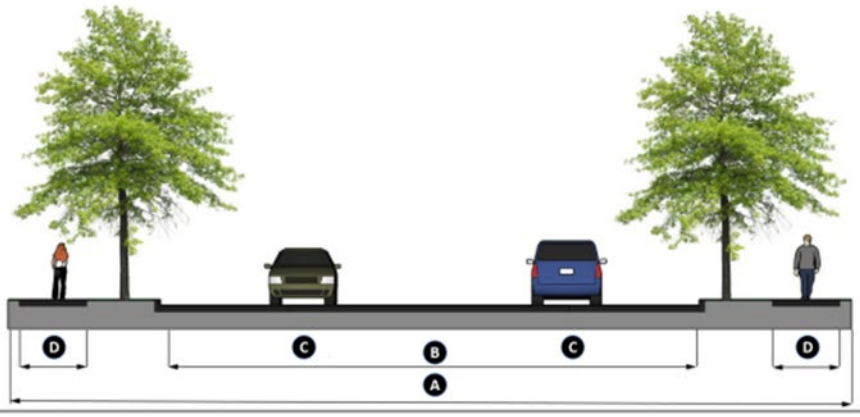
[1]Refer to the City Standards Manual Street Details for more information.

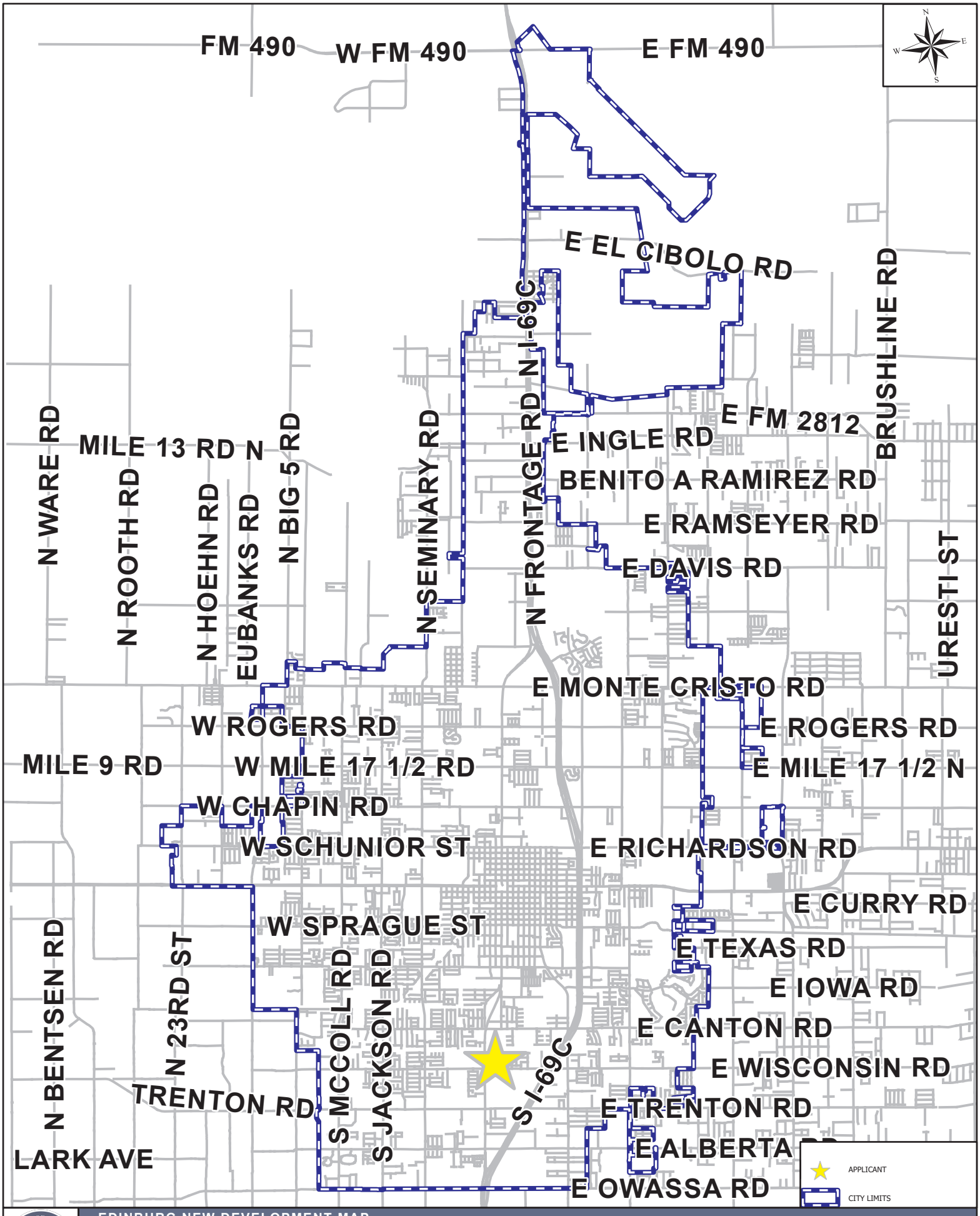
[2]From back-of-curb to back-of-curb.

[3]Multi-family subdivisions shall be required to comply with residential collector street standards except that internal streets may have a minimum right-of-way width of 50 feet, a minimum pavement width of 40 feet, and shall require easements that are 10 feet in width on both sides of the street for utilities and sidewalks. Streets on the perimeter of the development are not eligible for this reduction.

Figure 5.203-1

Sample Right-of-Way Cross-Section

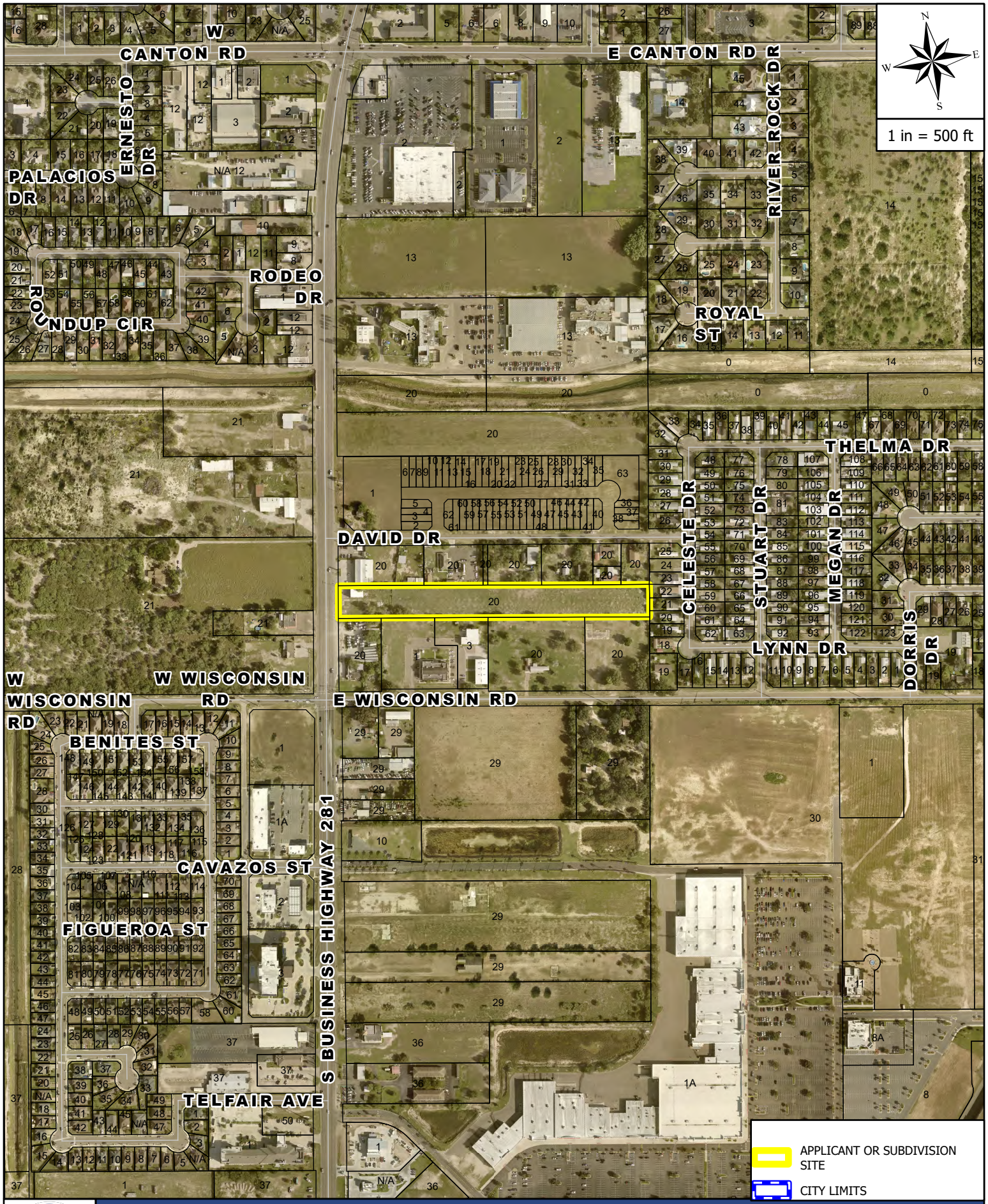




EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

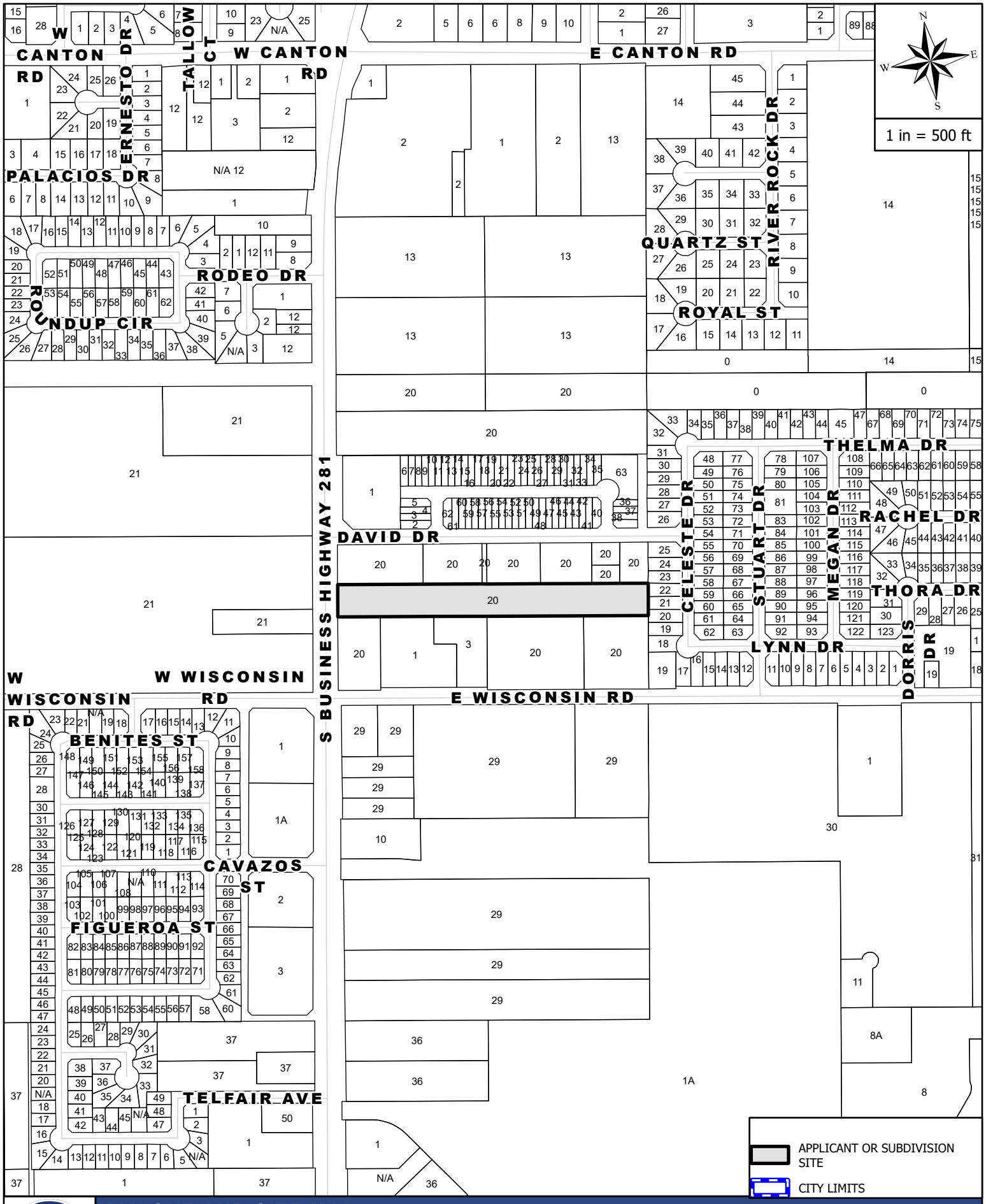
PLAT-2025-0317 MORNING STAR GARDENS SUBD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

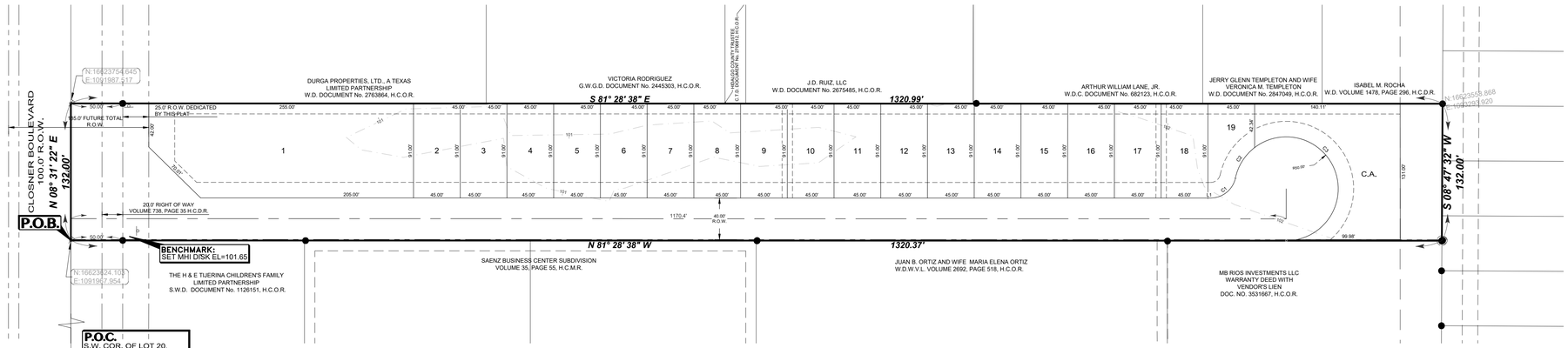
PLAT-2025-0317 MORNING STAR GARDENS SUBD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

PLAT-2025-0317 MORNING STAR GARDENS SUBD



LEGEND

- FOUND No.4 REBAR
- FOUND PK NAIL
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET NAIL

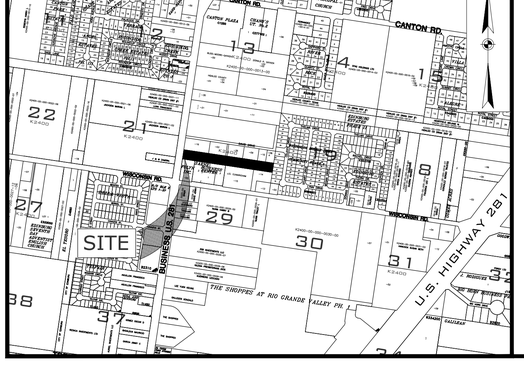
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
S.W. COR. - SOUTHWEST CORNER
W.D. - WARRANTY DEED

Lot Area Table		
Lot #	SQ. FT.	Area
1	21980.00	0.505
2	4095.00	0.094
3	4095.00	0.094
4	4095.00	0.094
5	4095.00	0.094
6	4095.00	0.094
7	4095.00	0.094
8	4095.00	0.094
9	4095.00	0.094
10	4095.00	0.094
11	4095.00	0.094
12	4095.00	0.094
13	4095.00	0.094
14	4095.00	0.094
15	4095.00	0.094
16	4095.00	0.094
17	4095.00	0.094
18	4095.00	0.094
19	3277.66	0.075
C.A.	11537.59	0.265

Line Table		
Line #	Direction	Length
L1	N 81° 28' 38" W	1.96'

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	33.56'	24.51'	078° 27' 47"	N60° 43' 23"E'	31.00'	20.01
C2	35.74'	50.00'	040° 57' 22"	S40° 32' 17"W	34.98'	18.67
C3	179.79'	50.00'	206° 01' 43"	N15° 58' 11"W	97.43'	216.33

LOCATION MAP SCALE: 1"=1000'



MAP OF MORNING STAR GARDENS SUBDIVISION

(PRIVATE SUBDIVISION)

BEING A SUBDIVISION OF A TRACT OF LAND CONTAINING 4.002 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 20, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS.

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 4.002 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 20, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS, SAID 4.002 ACRES WERE CONVEYED TO J. MUNIZ CONSTRUCTION, LLC., BY VIRTUE OF A WARRANTY DEED WITH VENDORS LIEN RECORDED UNDER DOCUMENT NUMBER 2802832, HIDALGO COUNTY OFFICIAL RECORDS, SAID 4.002 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 20[NORTHING: 16623296.58, EASTING: 1091919.22];

THENCE, N 08° 31' 22" E ALONG THE WEST LINE OF SAID LOT 20 AND WITHIN THE EXISTING RIGHT-OF-WAY OF CLOSNER BOULEVARD, A DISTANCE OF 330.00 TO A NAIL SET [NORTHING: 16623624.10, EASTING: 1091967.95]ON THE WEST LINE OF SAID LOT 20, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 08° 31' 22" E ALONG THE WEST LINE OF SAID LOT 20 AND WITHIN THE RIGHT-OF-WAY OF CLOSNER BOULEVARD, A DISTANCE OF 132.00 FEET TO A NAIL SET [NORTHING: 16623754.645, EASTING: 1091987.517] ON THE WEST LINE OF SAID LOT 20, FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81° 28' 38" E AT A DISTANCE OF 50.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF CLOSNER BOULEVARD, CONTINUING A TOTAL DISTANCE OF 1,320.99 FEET TO A NO. 4 REBAR FOUND [NORTHING: 16623558.868, EASTING: 1093293.920] ON THE WEST LINE OF WISCONSIN MOBILE HOME COMMUNITY SUBDIVISION PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 34, PAGE 75, HIDALGO COUNTY MAP RECORDS, FOR THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 47' 32" W ALONG THE WEST LINE OF SAID WISCONSIN MOBILE HOME COMMUNITY SUBDIVISION PHASE I, A DISTANCE OF 132.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 81° 28' 38" W AT A DISTANCE OF 1,270.37 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF CLOSNER BOULEVARD, CONTINUING A TOTAL DISTANCE OF 1,320.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.002 ACRES OF WHICH 0.152 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF CLOSNER BOULEVARD, LEAVING A NET OF 3.850 ACRES OF LAND, MORE OR LESS.

HIDALGO COUNTY IRRIGATION DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2

ON THIS THE _____ DAY OF _____ 20 ___.

NO IMPROVEMENTS OF ANY (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDING) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS OF WAY OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X". (SHADED)
   ZONE "X" (SHADED) IS "AREAS OF 500-YEAR FLOOD. AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

   AS PER FLOOD PLAIN COMMUNITY- PANEL No. 480338 0030 E , MAP REVISED: JUNE 6, 2000. REVISED TO REFLECT LOMR MAY 14, 2001
2. THIS PROPERTY IS BEING PROPOSED AS ZONED AS RESIDENTIAL & COMMERCIAL
   RM - RESIDENTIAL, MULTIFAMILY& URBAN DISTRICT & COMMERCIAL, GENERAL DISTRICT.
3. LOT 1 TO BE A COMMERCIAL LOT
4. THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, AS PER NAVD 88 (GEOID 2012B) SQUARE CUT TOP OF INLET ELEV. 94.83 N: 16631232.7400' E:1101551.6650'
5. MINIMUM SETBACKS SHALL BE AS FOLLOWS :
   RU-RESIDENTIAL, URBAN AND TOWNHOME
   FRONT: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   GARAGE: 18.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 5.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   CG-COMMERCIAL GENERAL
   FRONT: 25 FEET OR EASEMENT, WHICHEVER IS GRATER
   REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 8.00 FEET OR EASEMENT, WHICHEVER IS GREATER
6. FINISH FLOOR ELEVATION SHALL BE MINIMUM OF 24" ABOVE THE ELEVATIONS OF THE LOWEST TOP OF CURB ELEVATIONS ADJACENT TO PROPERTY (COMMERCIAL).
7. FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM OF 6" ABOVE THE ELEVATION OF THE LOWEST TOP OF CURB OR 12" FROM CENTER OF THE ROAD WHICH EVER IS GREATER (RESIDENTIAL).
8. SITE PLANS MUST BE SUBMITTED FOR CITY APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMIT.
9. REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT:
   30,481 CUBIC FEET (0.700 Ac. Ft.) TO BE PROVIDED ON PROPOSED DETENTION POND.
10. DETENTION PONDS MUST BE MAINTAINED BY THE HOME OWNERS ASSOCIATION AND NOT THE CITY OF EDINBURG.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. THE ACCESS DRIVE SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
13. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER PREVENTION PLAN (SW3P) REQUIREMENTS, EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORM WATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
14. ALL COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
15. SAID PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIRMENTS AND SPECIFICATIONS. SUCH REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE UNIFIED DEVELOPMENT CODE SETBACK BUFFER YARDS, FLOOR AREA RATIO, LANDSCAPING, SURFACE RATIO PARKING REQUIREMENTS FIRE PROTECTION OR ANY OTHER CITY REQUIREMENTS.
16. A 5-FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG DAVID RD & CLOSNER BOULEVARD BY DEVELOPER DURING SUBDIVISION CONSTRUCTION. LOT OWNER WILL BE RESPONSIBLE FOR 5 FOOT SIDEWALK AND ADA RAMPS AS PER CITY OF EDINBURG STANDARDS AT BUILDING PERMITS.
17. ALL LOT CORNERS SET 1/2" IRON RODS OR AS NOTED.
18. OUTPARCEL "A" SHALL BE USED FOR THE PURPOSE OF DRAINAGE DETENTION FOR MORNING STAR GARDENS SUBDIVISION ONLY AND CANNOT BE EXCHANGED OR CONVEYED OWNERSHIP; MUST BE FURNISHED AND MAINTAINED BY THE SUBDIVISION DEVELOPER UNTIL A HOME OWNER'S ASSOCIATION IS ESTABLISHED.
19. DRAINAGE EASEMENTS AT OUTPARCEL "A" SHALL BE USED ONLY FOR DETENTION POND MAINTENANCE, NO TEMPORARY OR PERMANENT OR FENCING OF ANY KIND WILL BE ALLOWED.
20. PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROAD(S), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.
21. ALL LOTS SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE TO FRONT OF THE LOT AT A MINIMUM SLOP OF 1%.
22. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORM ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT.
23. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
24. PARKLAND FEES $600.00 PER RESIDENCE, $300.00 (50%) PAID BY DEVELOPER PER DWELLING UNIT AND THE REMAINDER $300.00 WILL BE PAID BY THE BUILDER AT BUILDING PERMIT STAGE.

N

SCALE:1"=60'

STATE OF TEXAS
COUNTY OF HIDALGO

I/WE, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MORNING STAR GARDENS SUBDIVISION TO THE CITY OF EDINBURG, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE FEE TITLE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES, AND SUCH OTHER USES AS THE CITY DESIRES TO MAKE OF SAID PROPERTY THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

SHALOM MEDIA USA INC
211 E WISCONSIN RD
EDINBURG, TEXAS 78839

_____ _____
TOBY RAJU MANIMALETH, PRESIDENT DATE

_____ _____
SIBI AUGUSTINE, SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED TOBY RAJU MANIMALETH, AND PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED SIBI AUGUSTINE, AND PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

FOR PRELIMINARY REVIEW ONLY

MARIO A. REYNA P.E. DATE:
DATE PREPARED: 04-05-2025
ENGINEERING JOB No. 25053.00

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF MORNING STAR GARDENS SUBDIVISION , WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 08/09/2018 , AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FOR PRELIMINARY REVIEW ONLY

ROBERTO N. TAMEZ, R.P.L.S. # 6238 DATE:
DATE SURVEYED: 08-09-2018
T-1065, PAGE. 39-40
SURVEYING JOB No. 18150.08

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

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 WATER CODE §49.211 (C). 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 AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

"I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THE SUBDIVISION PLAT KNOWN AS MORNING STAR GARDENS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN

APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____, 2025.

_____
CHAIRPERSON
PLANNING AND ZONING COMMISSION

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

ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900
TBPE No. F-1435

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	SIBI AUGUSTINE TOBY MANIMALETH	211 E. WISCONSIN RD	EDINBURG, TX 78539	C/O 956-381-0981	C/O 956-381-1839
ENGINEER:	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: A.D. DATE 04-05-2025
REVISED BY: _____ DATE _____
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

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

THE CITY OF Edinburg

Subdivision Variance Application

ENERGOV CASE # VAR-2025-0287

Submittal Date: 5-27-25

Legal Description: HCAD Property ID #: 201759

4.002 Acres o/o Lot 20 Kelly-Pharr Subdivision

Variance Requested (Identify section of Unified Development Code):

Right of Way width, Paving Width, Sidewalk Requirements: Article 5, Section 5.203-1

Reason for Request (hardship/extraordinary and exceptional conditions):

Narrow development site, difficult to accommodate lot size requirements and right of way requirements.

3420 SBusiness Hwy 281

Shalom Media USA, Inc.	**Melden & Hunt, Inc.**
Property Owner (Print legibly or type)	Applicant / Agent (Print legibly or type)
211 E. Wisconsin Road	**115 W. McIntyre Street**
Address	Address
Edinburg, TX, 78539	**Edinburg, TX, 78541**
City, State, Zip	City, State, Zip
(956) 739-6448	**(956) 381-0981**
Telephone	Telephone
jjbuildus@gmail.com	**mario@melden&hunt.com**
Email address	Email address
Signature	Signature

Receipt #
($450 Application Fee): _____ Received By: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
AWARDING OF BIDS
Agenda Item No: 10.A.
RFQ -U.S. Highway North 281 Water Distribution System Improvements Phase 2

1. **Agenda Item:**
Consider Selection of a Firm and Authorize the City Manager to Negotiate a Professional Services Contract for RFQ 2025-003, U.S. Highway North 281 Water Distribution System Improvements Phase 2 - Professional Engineering Services for Upgrading, Relocating and Expanding the Water Distribution System. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
This project consists of a Request for Qualifications (RFQ) from interested qualified professional engineers demonstrating their qualifications for professional engineering services related to U.S. Highway North 281 Water Distribution System Improvements Phase 2. This project is necessary due to the Texas Department of Transportation's Interstate Phase 2 Improvements on U.S. Highway North 281.

On Tuesday, June 17, 2025, Request for Qualifications for RFQ No. 2025-003, U.S. Highway North 281 Water Distribution System Improvement Phase 2 - Professional Engineering Services were opened. There were eleven proposals received and opened.

The proposals were evaluated and ranked. The ranking committee consisted of one (1) Assistant City Manager, Assistant Director of Utilities, City Engineer and one (1) Utilities Engineer.

Below are the firms in their ranked order:

1. Melden and Hunt Inc (Highest Ranked)
2. SAMES Inc.
3. Rio Delta Engineering
4. Guzman & Munoz Engineering and Surveying, INC.
5. M2 Engineering, PLLC
6. Colliers Engineering & Design
7. Cruz-Hogan Consultants, Inc.
8. Quintanilla, Headley & Associates, Inc.
9. Trimad Consultants L.L.C.
10. Javier Hinojosa Engineering (Lowest Ranked)

Funding is available in the Utility Fund.

3. **Staff's Recommendation:**
Select a firm and authorize the City Manager to negotiate a professional services contract for RFQ 2025-003, U.S. Highway North 281 Water Distribution System Improvements Phase 2 - Professional Engineering Services for upgrading, relocating and expanding the water distribution system.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Evaluation Tabulation
B. Notice to Bidders
C. Colliers Engineering and Design RFQ
D. Cruz Hogan RFQ
E. Guzman & Munoz Engineering and Surveying, INC. RFQ
F. Javier Hinojosa Engineering RFQ
G. M2 Engineering, PLLC RFQ
H. Melden and Hunt Inc RFQ
I. Quintanilla, Headley and Associates, Inc. RFQ
J. Rio Delta Engineering RFQ
K. SAMES RFQ
L. Trimad Consultants L.L.C. RFQ

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

RFQ No. 2025-003

U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

RESPONSE DEADLINE: June 17, 2025 at 3:00 pm

Report Generated: Wednesday, July 9, 2025

PHASE 1

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Previous Experience with City and TXDOT Projects Points Based 25 Points (25%)	Ability to meet Schedules and Deadlines Points Based 15 Points (15%)	Stability and References Points Based 15 Points (15%)	Overall Qualification of Team Points Based 40 Points (40%)	Presentation Points Based 5 Points (5%)	Total Score (Max Score 100)
Melden and Hunt Inc	22.8	13.5	13.8	37	4.3	**91.25**
SAMES Inc	22	13.5	13.5	36.3	4.5	**89.75**
Rio Delta Engineering	21.3	13.5	13.8	35.5	4.5	**88.5**
Guzman & Munoz Engineering and Surveying, INC.	20.8	13.5	13.3	35.8	4.5	**87.75**
M2 Engineering, PLLC	20.8	13.3	13.3	35.5	4.5	**87.25**
Colliers Engineering & Design	18.8	13.5	13.8	36.5	4.5	**87**
Cruz-Hogan Consultants, Inc.	20.3	13.5	13.3	35.3	4.5	**86.75**
Quintanilla, Headley & Associates, Inc.	20.3	13.3	13.3	35.3	4	**86**

EVALUATION TABULATION
RFQ No. 2025-003
U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

Vendor	Previous Experience with City and TXDOT Projects Points Based 25 Points (25%)	Ability to meet Schedules and Deadlines Points Based 15 Points (15%)	Stability and References Points Based 15 Points (15%)	Overall Qualification of Team Points Based 40 Points (40%)	Presentation Points Based 5 Points (5%)	Total Score (Max Score 100)
Trimad Consultants L.L.C.	20	13.5	13	35	4.5	**86**
Javier Hinojosa Engineering	19.3	12.8	12.8	34	3.8	**82.5**

EVALUATION TABULATION
Request For Qualification - U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

REQUEST FOR QUALIFICATION

2025-003

U.S. HIGHWAY NORTH 281 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 2 (PROFESSIONAL ENGINEERING SERVICES)

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: May 21, 2025

DEADLINE FOR QUESTIONS: June 3, 2025

RESPONSE DEADLINE: June 17, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR QUALIFICATION

U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

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

Attachments:

A - Rules for Electronic Bidding

B - Professional Services Agreement - U.S. Highway North 281 Water Distribution System Improvements Phase 2

1. Introduction

1.1. Summary

The City is proposing to develop plans to relocate, upgrade, and/or expand its water distribution system. The proposed project will consist of relocating and abandoning certain existing water lines that are in conflict with TXDOT's proposed improvements along US 281 (North of SH 186).

All of the planning and design for the above proposed improvements will follow City of Edinburg & TXDOT requirements, and TCEQ Rules & Regulations.

1.2. Contact Information

Gerardo Carmona
Director of Utilities
415 w university blvd
Edinburg, TX 78541
Email: gcarmona@cityofedinburg.com
Phone: (956) 388-8212

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.3. Timeline

Release Project Date	May 21, 2025
Question Submission Deadline	June 3, 2025, 5:00pm
Proposal Submission Deadline	June 17, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services).

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

3:00 pm, Tuesday, June 17, 2025.

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

All proposals will be opened, and respondent's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, June 17, 2025.

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

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

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFQ No. 2025-003 to the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The respondent's firm name shall appear on the outside of the envelope.

Submit Hard Copy Proposals to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFQ No. 2025-003

If you have any questions or require additional information contained in the RFQ, you may contact Criselda Lozano, Purchasing Manager. Please be sure to submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Tuesday, June 3, 2025.

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for: 2025-003 U.S. Highway North 281 Water Distribution System Improvements Phase 2 (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.

DEVIATION FROM SPECIFICATION

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.

SUBMITTAL OF "HARD COPY" RFQ

If submitting a Hard Copy RFQ, 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 RFQ must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFQs submitted by facsimile (fax) will not be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQs 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. Failure to meet RFQ requirements may be grounds for disqualification.

If Hand-Delivering RFQs: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

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.

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.

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.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

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 Assistant 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 AND MODIFICATIONS

Respondent shall carefully examine the RFQ forms, specifications/requirements, and instructions to Respondents. Should the respondent find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any RFQ. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available thru the e-procurement portal and e-mailed to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original RFQ documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their 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. 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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services) as specified.

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.

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.

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".**

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.

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.

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.

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.

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.

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.

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

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.

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

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

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

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.

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.

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.

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.

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.

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

Comprehensive Auto Liability

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

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

City's Protective Liability

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

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

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

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

4. Specifications

4.1. Scope of Work

The services to be provided by the Engineer shall include, but are not limited to, the following duties, as necessary:

A. Direction and coordination of all design, construction aspects and reimbursement for relocation with the City of Edinburg, TXDOT and TXDOT's consultant.

B. Project Design-develop specifications and drawings for the water distribution system improvements. Format of drawings and specifications to be done as required by TXDOT.

C. Advice and consultation on design requirements.

D. Provide design and construction surveying services.

E. Perform easement research of the project limits and provide surveys of any found easements.

F. Provide bid phase services.

G. Provide project inspection services.

H. Provide construction administration management services.

I. Attend monthly design and construction meetings.

J. Certify quantities.

K. Certify contractor pay request.

L. Assist in Procuring easements and/or permits.

M. Obtain TCEQ approval of the proposed improvements.

N. Prepare all documentation required to incorporate the proposed water distribution system improvements into TXDOT's bid.

O. Any other engineering related duties that may be required by the City for this water distribution system improvement project.

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 Non-Collusion Affidavit and upload here**

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

https://www.ethics.state.tx.us/filinginfo/1295/

☐ Yes
☐ No

*Response required

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Previous Experience with City and TXDOT Projects**	Points Based	25 *(25% of Total)*
2.	**Ability to meet Schedules and Deadlines**	Points Based	15 *(15% of Total)*
3.	**Stability and References**	Points Based	15 *(15% of Total)*
4.	**Overall Qualification of Team**	Points Based	40 *(40% of Total)*
5.	**Presentation**	Points Based	5 *(5% of Total)*

Statement of Qualifications

City of Edinburg

U.S. Highway North 281 Water Distribution System Improvements Phase 2

June 17, 2025 | #2025-003

Colliers Engineering & Design

13501 Katy Freeway, Ste 1350 • Houston, TX 77079
TBPLS Reg. 10194550 • TBPE Reg. F-14909 • TBPG 50617

Colliers Engineering & Design

June 17, 2025

Gerardo Carmona
Director of Utilities
415 W University Blvd
Edinburg, TX 78541

RE: US Highway North 281 Water Distribution System Improvements Phase 2

Dear Mr. Carmona and Selection Committee Members,

I am pleased to submit our qualifications for the US Highway North 281 Water Distribution System Improvements Phase 2. We greatly appreciate the opportunity to present our qualifications and look forward to the potential of working with the City of Edinburg on this important initiative.

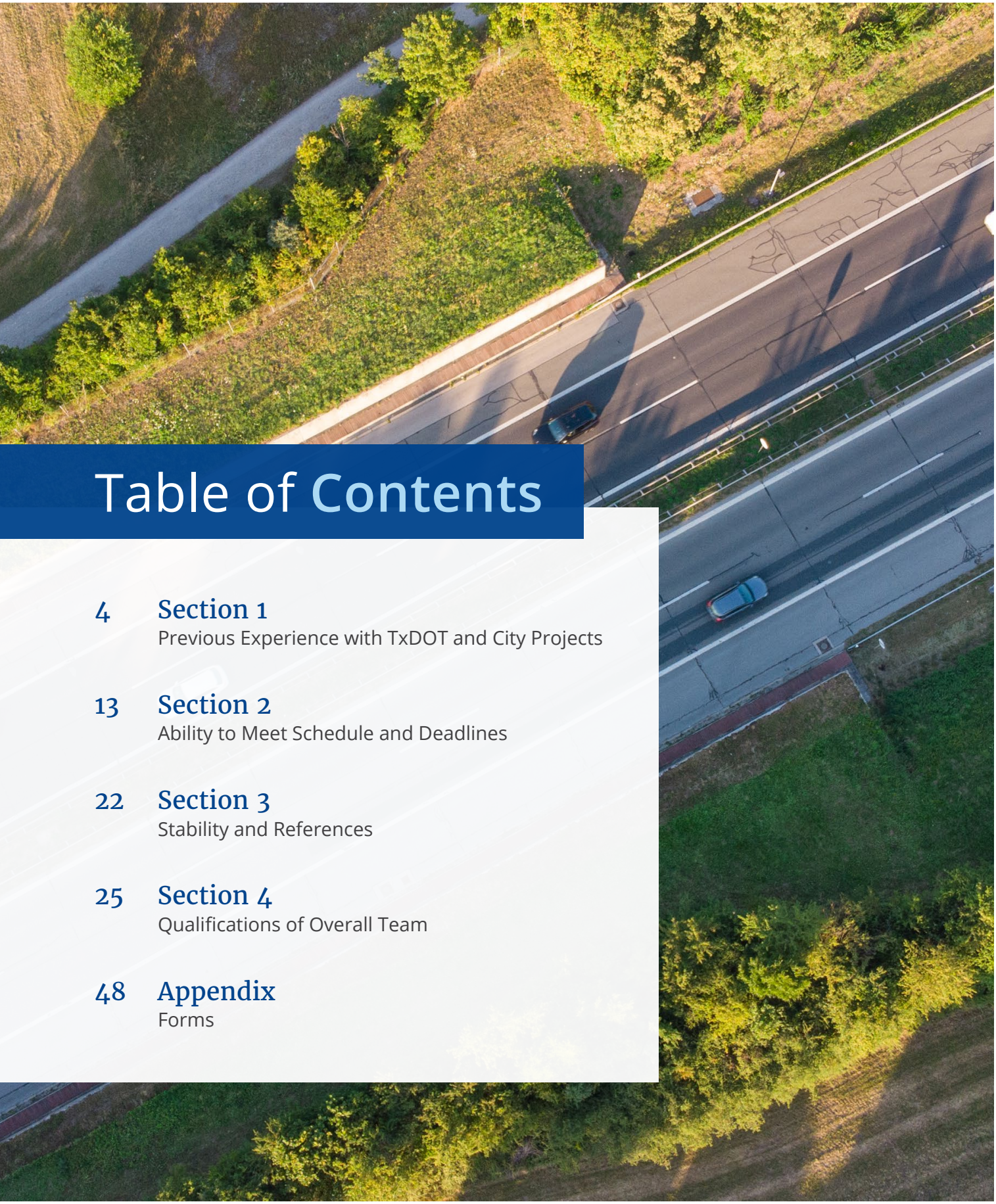
The CED Advantage: With over 3,000 professionals nationwide and a comprehensive range of in-house resources, CED can handle multiple aspects of municipal projects without the need for subcontracting or coordinating between various firms. Our unwavering commitment to quality and responsive customer service sets us apart from competitors, ensuring that each client receives personalized attention and exceptional results. This integrated approach saves time, reduces communication complexities, and ensures consistency across project phases. The City of Edinburg can benefit from CED's expertise in areas such as municipal engineering, water/wastewater management, environmental services, land surveying, and more. Additionally, we can offer specialized services like GIS, telecommunications, and grant funding assistance, which are often crucial for urban development projects.

Our Personnel: Leading our team is proposed Project Manager, Guillermo Benavides, PE, ENV SP. Mr. Benavides has extensive experience in water line design and infrastructure projects, including being in charge of water line design and construction phase services for multiple projects in the City of Houston, such as Water Line Grid Extensions along North Park, N. Wayside, Mt. Houston, Homestead, and Winfield, and Water Line Design in Unserved Areas like Minnetex Phase I and II. Additionally, he has worked on significant water line improvement projects, such as the Large Diameter Water Line Improvement project in the City of Houston, which involved improving more than 3 miles of transmission water line from 24-inch to 30-inch with an estimated construction cost of $24M.

If there are any questions or you require further information, please feel free to contact me at chris.otto@collierseng.com or 726 223 4768.

Sincerely,

Chris Otto, PE, CFM
Regional Discipline Leader | Municipal Services
chris.otto@collierseng.com
726 223 4768



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Section 1

Previous Experience with TxDOT and City Projects

TxDOT Pre-Certifications

These certifications represent a comprehensive suite of professional engineering qualifications that enable a firm to undertake complex infrastructure projects - from initial land planning and environmental assessments through design, construction management, and specialized technical services such as utility coordination, hazardous materials handling, and structural engineering - demonstrating the firm's broad capabilities across civil engineering disciplines and positioning it as a full-service provider for transportation, environmental, and construction projects.

TxDOT Pre-Certifications Held By CED Staff:

Transportation Systems Planning
- 1.4.1 - Land Planning/Engineering
- 1.9.1 - Geographic Information System (GIS) and Data Analysis

Environmental Studies
- 2.3.1 - Wetland Delineation
- 2.3.2 - Conditional/Functional Assessment
- 2.4.1 - Nationwide Permit
- 2.4.2 - Clean Water Act §404 (Title 33, United States Code §1344) Permits (including mitigation and monitoring)
- 2.5.1 - Geological Assessment for Edwards Aquifer Recharge Zone
- 2.13.1 - Hazardous Materials Initial Site Assessment

Roadway Design
- 4.2.1 - Roadway Design

Bridge Design
- 5.2.1 - Bridge Design
- 5.5.1 - Bridge Class Culvert, Non-Bridge Class Culvert, and Inlet Design

Traffic Engineering and Operations Studies
- 7.1.1 - Traffic Engineering Studies
- 7.3.1 - Traffic Signal Timing
- 7.4.1 - Traffic Control Systems Analysis, Design, and Implementation
- 7.5.1 - Intelligent Transportation System

Traffic Operations Design
- 8.1.1 - Signing, Pavement Marking, and Channelization
- 8.2.1 - Illumination
- 8.3.1 - Signalization

Hydraulic Design and Analysis
- 10.8.1 - Federal Emergency Management Agency (FEMA) Regulations and Permits

Construction Management
- 11.1.1 - Roadway Construction Management and Inspection
- 11.2.1 - Bridge Construction, Management, and Inspection

- 11.3.1 - Construction Superintendent
- 11.4.1 - Environmental Inspections
- 11.5.1 - Construction Scheduling Project Manager
- 11.6.1 - Construction Schedule Support – General
- 11.8.1 - Construction Schedule Support – Relating to Construction Management of Projects Including Bridges or Multi-Level Interchanges
- 11.9.1 - Railroad Coordination Management During Construction

Materials Inspection and Testing
- 12.1.3 - Materials Engineering
- 12.2.1 - Concrete Plant Inspection and Testing

Geotechnical Services
- 14.1.1 - Soil Exploration
- 14.2.1 - Geotechnical Testing
- 14.3.1 - Transportation Foundation Studies

Surveying and Mapping
- 15.1.1 - Right of Way Surveys
- 15.2.1 - Design Survey
- 15.2.2 - Construction Survey
- 15.3.3 - Terrestrial LiDAR
- 15.3.5 - Horizontal and Vertical Control

Facilities Engineering
- 17.1.1 - Structural Engineering
- 17.5.1 - Civil Engineering
- 17.6.1 - Hazardous Building Materials Assessment (Asbestos)
- 17.6.2 - Hazardous Building Materials Assessment (Lead)

Utility Engineering
- 18.2.1 - Subsurface Utility Engineering (Utility Engineering Investigation)
- 18.3.1 - Utility Adjustment Coordination
- 18.4.1 - Utility Engineering
- 18.6.1 - Utility Management & Coordination Oversight

Marine Vessels and Facilities
- 20.2.1 - Structural Engineering for Buildings, Facilities, and Infrastructure Supporting Marine Shore-Side Functions

TxDOT Pre-Certifications Held By RRP Engineering Staff:

Transportation Systems Planning
- 1.1.1 - Policy Planning
- 1.2.1 - Systems Planning
- 1.3.1 - Subarea/Corridor Planning
- 1.4.1 - Land Planning/Engineering
- 1.5.1 - Feasibility Studies
- 1.6.1 - Major Investment Studies
- 1.7.1 - Traffic Demand Modeling
- 1.8.1 - Public Involvement
- 1.9.1 - Geographic Information System (GIS) and Data Analysis

Hydraulic Design and Analysis
- 10.1.1 - Hydrologic Studies
- 10.2.1 - Roadway Hydraulic Design
- 10.3.1 - Bridge Hydraulic Design
- 10.4.1 - Storm Water Pump Station-Hydraulic Design
- 10.4.3 - Pump Stations-Structures
- 10.5.1 - Bridge Scour Evaluations and Analysis
- 10.6.1 - Coastal Hydraulic Design
- 10.7.1 - Riverine Hydraulic Design

Construction Management
- 11.1.1 - Roadway Construction Management and Inspection
- 11.10.1 - Construction Record Keeper
- 11.2.1 - Bridge Construction, Management, and Inspection
- 11.3.1 - Construction Superintendent
- 11.4.1 - Environmental Inspections
- 11.7.1 - Construction Schedule Support – Relating to Scheduling of Roadway Design

Materials Inspection and Testing
- 12.1.1 - Asphaltic Concrete Production
- 12.1.2 - Portland Cement Concrete

Geotechnical Services
- 14.3.1 - Transportation Foundation Studies
- 14.4.1 - Building Foundation Studies

Surveying and Mapping
- 15.1.1 - Right of Way Surveys
- 15.2.1 - Design Survey
- 15.2.2 - Construction Survey
- 15.3.5 - Horizontal and Vertical Control

Facilities Engineering
- 17.1.1 - Structural Engineering
- 17.5.1 - Civil Engineering

Utility Engineering
- 18.2.1 - Subsurface Utility Engineering (Utility Engineering Investigation)
- 18.3.1 - Utility Adjustment Coordination
- 18.4.1 - Utility Engineering
- 18.5.1 - Utility Construction Management and Verification
- 18.7.1 - Utility Relocation Design

Miscellaneous
- 19.3.1 - Financial Plan Review and Development (Design-Bid-Build)

Environmental Studies
- 2.1.1 - Traffic Noise Analysis
- 2.12.1 - Socio-Economic and Environmental Justice Analyses
- 2.13.1 - Hazardous Materials Initial Site Assessment
- 2.14.1 - Environmental Document Preparation
- 2.2.1 - Air Quality Analysis
- 2.3.1 - Wetland Delineation
- 2.3.2 - Conditional/Functional Assessment
- 2.4.1 - Nationwide Permit
- 2.4.2 - Clean Water Act §404 (Title 33, United States Code §1344) Permits (including mitigation and monitoring)
- 2.4.3 - U. S. Coast Guard (General Bridge Act) and U.S. Army Corps of Engineers (Section 10) (Title 33, United States Code §403) Permits
- 2.6.5 - Protected Species Evaluations

Marine Vessels and Facililities
- 20.3.1 - Civil Engineering for Buildings, Facilities, and Infrastructure Supporting Marine Shore-Side Functions

Engineering Management Services
- 23.2.1 - Alternative Delivery Design & Construction Support Engineering
- 23.7.1 - Project Finance Support

Schematic Development
- 3.2.1 - Route Studies and Schematic Design

Roadway Design
- 4.2.1 - Roadway Design
- 4.4.1 - Freeway Interchanges
- 4.5.1 - Constructability Review
- 4.6.1 - 3-D Visualization and Animation Services

Bridge Design
- 5.2.1 - Bridge Design
- 5.3.1 - Multi-Level Interchange Design
- 5.5.1 - Bridge Class Culvert, Non-Bridge Class Culvert, and Inlet Design
- 5.6.1 - Structural Engineering for Overhead Sign Supports

Bridge Inspection
- 6.1.1 - Routine Bridge Inspection Team Leader
- 6.1.2 - Routine Bridge Inspection Project Manager
- 6.2.1 - Complex Bridge Inspection Team Leader
- 6.2.2 - Complex Bridge Inspection Project Manager
- 6.6.1 - Assessment and Preservation of Common Bridge Types

Traffic Engineering and Operations Studies
- 7.1.1 - Traffic Engineering Studies
- 7.4.1 - Traffic Control Systems Analysis, Design, and Implementation
- 7.5.1 - Intelligent Transportation System

Traffic Operations Design
- 8.1.1 - Signing, Pavement Marking, and Channelization
- 8.2.1 - Illumination
- 8.3.1 - Signalization
- 8.4.1 - ITS Control Systems Analysis, Design, and Implementation
- 8.6.1 - Rail-Highway Design

Bicycle and Pedestrian Facilties
- 9.2.1 - Active Transportation Planning
- 9.3.1 - Pedestrian Facility Design

Our Project Experience

CED makes an effort to bring professionals of different backgrounds and experiences together. By diversifying its professional roster, CED can provide a wide range of services, and offer its clients innovative solutions to difficult engineering challenges. The project team proposed for this task has extensive knowledge and familiarity with managing projects for local, county and state organizations. CED believes that the proposed project team can provide the City of Edinburg with a high level of expertise for its US HWY 281 Water Distribution System Improvements Phase 2 projects needs. See subsequent pages for examples of our experience that informs our

Project Spotlight

Talise Development

Webb County, Texas

Client
Talise Development

Years Worked
2024-2025

Contract Amount
$4,460,634

Services
Topographic & Improvement, Survey Sanitary sewer design, Raw water system, Potable water, Road & drainage design and permitting, Bid phase services

Background

Colliers Engineering & Design brings relevant experience from our work on the Talise master-planned community, a large project in Laredo, TX, focused on developing a thriving community hub in an underserved area. This initiative required a diverse range of professional engineering services, mirroring the anticipated needs of the South Lake Houston Parkway widening and extension. Our contributions to Talise encompassed Transportation & Master Planning, Environmental Services, Roadway Design, Hydrologic & Hydraulic Analysis, Structural Design, Boundary & Topographic Survey, and Geotechnical Services. The subsequent sections will detail the specific similarities between these projects, categorized by service line, highlighting our applicable expertise.

Utility Coordination and Design

CED engineered three essential utility systems for the Talise development: a flexible raw water conveyance system supporting over 20 potential well sites, a potable water system designed to meet current and future domestic and fire protection demands, and an optimized sanitary sewer system. The sewer system design prioritized minimizing lift stations to enhance efficiency and reduce long-term operational burdens. In addition to these systems, Colliers Engineering & Design conducted a comprehensive sewer modeling project for Talise in Laredo, developing a dynamic model for a significant portion of the development (Central, West, South, East, and part of the North tract). This model incorporates interceptor gravity sewers and strategically planned pump stations, with a focus on minimizing their quantity. Designed for future updates as the development expands, the model excludes smaller local

mains and treatment plants but will be refined through ongoing collaboration with the Program Manager.

- **Project Team Member(s) Involved:** Chris Otto, Guillermo Benavides, Stanford Nguyen, Diana Videa Hernandez
- **Application to U.S. Highway North 281 Water Distribution System Improvements Phase 2:** Similar to the proposed water distribution system improvements, this project required detailed water utility design and extensive coordination with existing utilities.

Boundary & Topographic Survey

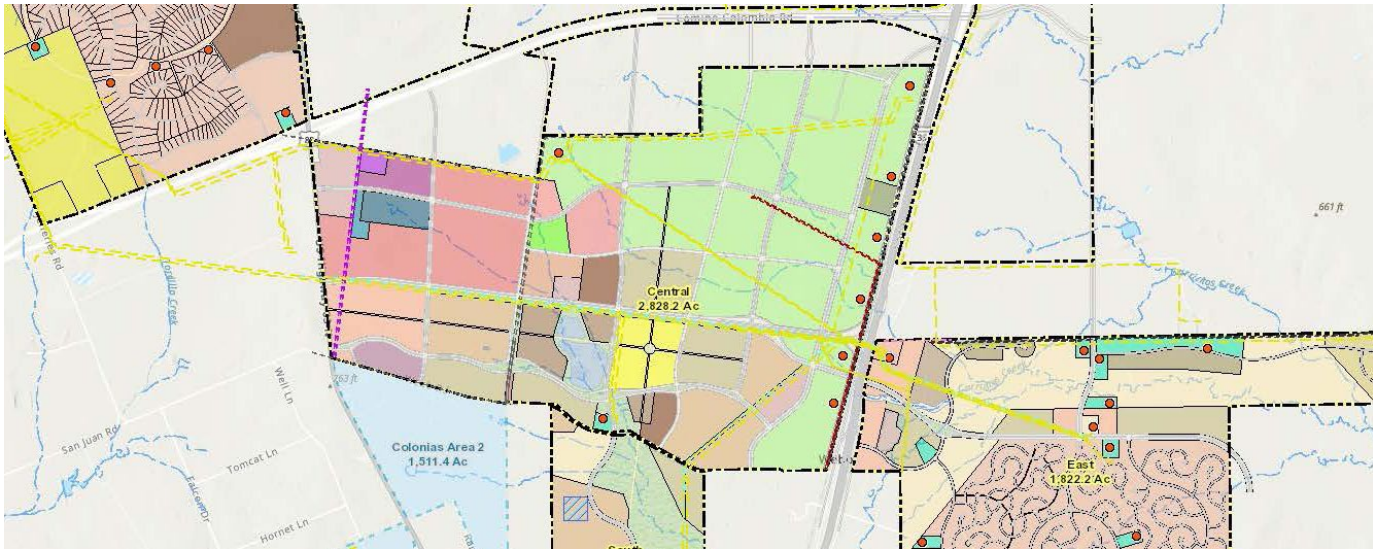
Colliers Engineering & Design provided comprehensive survey and GIS services for the Talise Project. Our surveying services encompassed boundary verification, ALTA surveys, metes and bounds descriptions, pin setting, staking, and detailed topographic and improvement surveys. To enhance project collaboration and information sharing, CED implemented a custom GIS project delivery web service. This platform hosted the georeferenced survey data, allowing all team members to access a visual representation of the project's various aspects for improved understanding and coordinated planning.

- **Project Team Member(s) Involved:** Teresa Seidel, Mustafa Dolan
- **Application to U.S. Highway North 281 Water Distribution System Improvements Phase 2:** Accurate mapping of existing right-of-way limits, topographic features, and utility infrastructure will require comprehensive surveying services for the proposed roadway improvements. This precise data will serve as the foundation for developing accurate preliminary roadway layout plans.

Coordination with Various Entities

The scope and complexity of the Talise project necessitated extensive coordination across various internal and external stakeholders throughout its execution. This included the management of multiple engineering disciplines within CED, synchronization with sub-consultants, proactive follow-up with permitting agencies, and consistent communication with all project stakeholders. Our project management team recognized that clear communication and meticulous project progress tracking were paramount to ensuring effective project delivery.

- **Project Team Member(s) Involved:** Chris Otto, Guillermo Benavides
- **Application to U.S. Highway North 281 Water Distribution System Improvements Phase 2:** The proposed water distribution system improvements will require similar levels of coordination with TxDOT, TxDOTs consultant and the City of Edinburg.



Project Details

Client
City of Shavano Park

Years Worked
2024

Contract Amount
$48,750

Services
Bid Document Preparation
Construction Phase Services
Water Engineering
Water/Wastewater Engineering

NW Military Highway Utility Relocation

Shavano Park, TX

The Texas Department of Transportation's (TxDOT) proposed operational improvements along NW Military Highway necessitated the relocation of existing water mains, many of which were composed of Asbestos Concrete (AC) Pipe. Our team expertly designed and executed this relocation, employing an innovative approach that significantly benefited the City. Through close coordination with TxDOT, we developed a strategic design that allowed for the in-place abandonment of the AC pipe rather than its removal. **This method, while common outside TxDOT rights of way, was a novel application within TxDOT jurisdiction. By successfully negotiating this approach, we generated substantial cost savings for the City, estimated at approximately $400,000.**

Our comprehensive redesign encompassed plans and specifications for the installation of 8-inch to 12-inch water mains, spanning approximately 4,300 linear feet and incorporating four critical water main crossings. The decision to abandon the pipe in place not only minimized costs but also significantly reduced disruption to local traffic and businesses.

Project Details

Owner
City of San Antonio

Years Worked
2017-2022

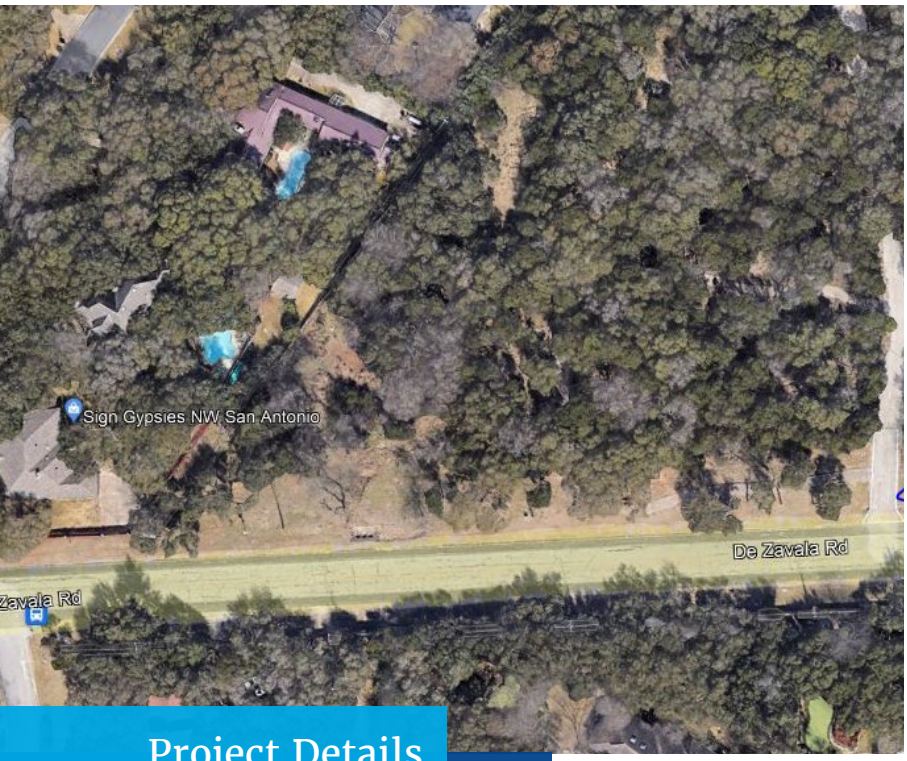
Contract Amount
$1,616,196

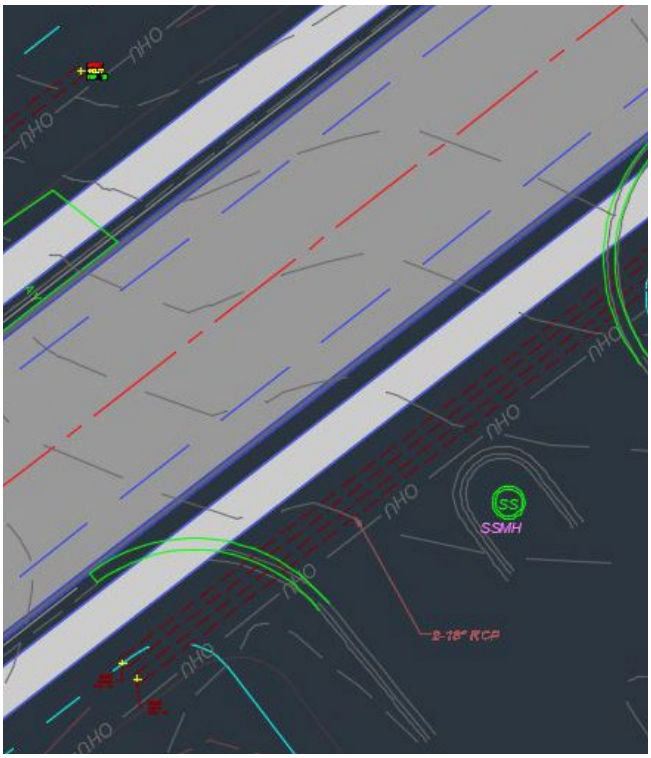
Services
Bid Document Preparation
Construction Phase Services
Landscape Architecture
Project Management (OPM)
Roadway Lighting
Roadway/Highway Design
Traffic Control/Detours
Traffic Signal Design
Utility Coordination

W. Military Drive & Ingram Road Connectors

San Antonio, TX

This City of San Antonio Bond project called for the extensions of W. Military and Ingram Road to intersect on an unimproved 97-acre tract near the National Security Administration building on Potranco Road. To reduce traffic congestion on Richland Hills Drive, the City collaborated with the developer of the tract to construct the extensions. To achieve both the City and developer's goals, Colliers Engineering & Design designed arterials for a Transit Oriented Development, focusing on pedestrian traffic. We designed the geometry of the roadway to provide visual cues (horizontal bends, building placement, trees, etc.), making slower travel speeds comfortable for drivers and pedestrians alike. The design also included bike lanes, 15-foot sidewalks, on-street parking, **and utility relocations/extensions. We coordinated extensively with utility purveyors for water, sewer, gas, duct banks, and telecommunications.** Additionally, we provided design and construction phase services for this project.





Project Details

Client
City of Shavano Park

Years Worked
2022-2024

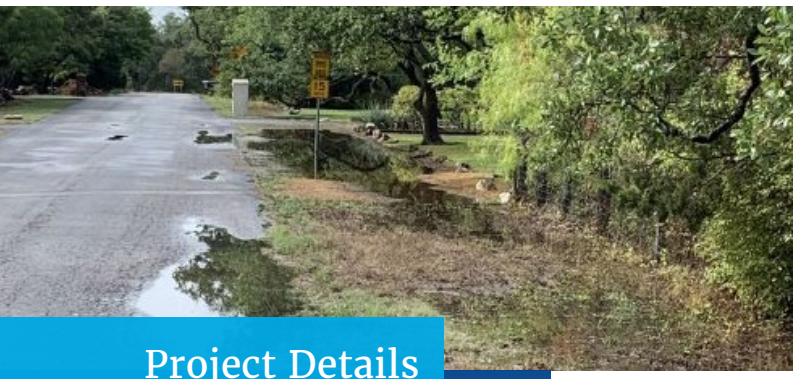
Contract Amount
$295,738

Services
Civil Engineering
Construction Management
Cultural Resources
Flood Control/Drainage
Geotechnical Investigations
Regulatory Permitting
Roadway/Highway Design
Topographic Survey
Utility Engineering/Design
WPAP/Modification
Water Engineering

DeZavala Road Improvements

Shavano Park, TX

For the City of Shavano Park, Colliers Engineering & Design provided street design to match the existing width of the roadway. This major road runs from Lockhill Selma to Northwest Military Highway. CED provided a utility conflict matrix, continually updated to identify potential solutions for each conflict throughout the project progress. For the storm drain design, CED provided plan and profile for storm drain and laterals and progress sets at 30, 60, and 90%, allowing the City opportunities for input. Additional services provided by CED include land survey, archaeological resources review, street design, storm drain design, **water relocation design, utility coordination,** water pollution abatement plan, and bidding and construction administration services. The project is located in the Edwards Aquifer Recharge Zone which required TCEQ approval of Best Management Practices (BMP) through a Water Pollution Abatement Plan. CED designed the BMP to minimize cost while providing the required water quality.



Project Details

Client
City of Shavano Park

Years Worked
2022-2024

Contract Amount
$861,132

Services
Civil/Site Design
Construction Management
Geotechnical Investigations
Municipal Engineering
Roadway Improvements
Roadway/Highway Design
Survey/Geospatial
Utility Engineering/Design

Street Maintenance Phase I

Shavano Park, TX

Colliers Engineering & Design analyzed four different maintenance alternatives for the City's proposed Street Maintenance Program. Alternatives include full reconstruction, full-depth reclamation of the existing base, a 2" mill and overlay, and crack seal. We are also preparing a prioritized list of projects based on the pavement condition index, traffic load, emergency access, cost, and overall benefit to the community. Streets were designed to match the existing width, and construction documents were provided at 30, 60, and 90 percent increments to obtain City and stakeholder input. **Additionally, we provided utility conflict coordination organized with a matrix of alternatives.** The streets were designed to match existing widths and elevations to the maximum extent possible to minimize construction costs. We presented the options to Planning and Zoning as well as City Council explaining the pros and cons of each option. The direction from City Council was to perform full street reconstruction, adding ribbon curbs to maximize the street life for approximately 30,000' of the street.

Section 2

Ability to Meet Schedule and Deadlines

Project Summary

The City of Edinburg is seeking qualified professional engineering firms to provide comprehensive services for relocating, upgrading, and expanding water distribution infrastructure along U.S. Highway North 281 (North of SH 186). This project is necessitated by TXDOT's proposed highway improvements that conflict with existing water lines. The City of Edinburg seeks a qualified engineering partner to manage the complex coordination between municipal water infrastructure needs and state highway improvement requirements while ensuring regulatory compliance and project delivery excellence. **CED provides the following approach to the project to meet the needs of the City.**

Ability to Meet Schedule and Deadlines

Colliers Engineering & Design (CED) is genuinely excited about the opportunity to partner with the City of Edinburg on the U.S. Highway North 281 Water Distribution System Improvements. We've handpicked a dynamic team, blending our national expertise with premier local engineering talent, to ensure we are the best possible partner for you. We are fully prepared to provide the critical Professional Engineering Services required for the U.S. Highway North 281 Water Distribution System Improvements Phase 2, as outlined in RFQ #2025-003. We understand this project demands meticulous planning, design, and construction phase services for the relocation and abandonment of existing water lines that are in direct conflict with the Texas Department of Transportation's (TxDOT) extensive improvements along U.S. Highway 281 (Future I-69C), specifically focusing on the segment North of SH 186.

Project Understanding

Our team has a thorough understanding of the project's context. We recognize that the preceding Phase 1 Water Distribution System Improvements (per RFQ #2021-005) addressed similar challenges along U.S. Highway 281 between SH 186 and FM 490. This initial phase was also triggered by TxDOT's roadway expansion and involved the removal of existing PVC and Asbestos Cement (AC) water lines (approximately 27,000 LF and 9,500 LF respectively), the installation of approximately 45,000 LF of new 8-inch and 17,500 LF of 12-inch PVC water lines, and the design and installation of a new booster pump station with a ground storage tank and hydro-pneumatic tank to serve the growing demands of the area.

The broader TxDOT U.S. Highway 281 (Future I-69C) improvements are a multi-segmented endeavor to upgrade the corridor to interstate standards. This includes:

- The segment from FM 490 to SH 186/FM 1017, which involves reconstructing the

existing 4-lane divided highway into an urban freeway with continuous frontage roads and new overpasses.
- The segment from SH 186/FM 1017 to FM 3066, a 43.9-mile stretch, which will be widened to a six-lane divided urban freeway (initially four main lanes with two-lane frontage roads) including new overpasses and wildlife crossings. A Finding of No Significant Impact (FONSI) for this segment was issued in September 2021.

These highway upgrades are driven by the need to enhance mobility and safety, accommodate regional population and traffic growth, improve system connectivity, and provide a robust hurricane evacuation route for the Lower Rio Grande Valley. The City's water infrastructure adjustments for Phase 2 must seamlessly integrate with these ongoing and future TxDOT roadway construction activities, ensuring minimal disruption and timely completion.

Project Approach

Colliers Engineering and Design (CED) proposes a methodical and collaborative approach, encompassing the following key phases and tasks.

Phase I: Project Initiation, Data Collection and Field Reconnaissance

- **Kick-Off Meeting:** Upon Notice to Proceed, we will initiate a comprehensive kick-off meeting with the City of Edinburg's Utilities Department, TxDOT representatives, and other relevant stakeholders to confirm project objectives, communication protocols, review existing conditions, and align with the City's anticipated schedule for design and construction, ensuring it complements TxDOT's master schedule for the U.S. Highway 281 improvements.
- **Data Review:** We will conduct a thorough review of all available documentation, including as-built drawings and geotechnical reports from the Phase 1 Water Distribution System Improvements, existing utility maps for the Phase 2 segment, TxDOT's detailed U.S. Highway 281 improvement plans (including typical sections, proposed right-of-way, drainage plans, and construction phasing) for the segment north of SH 186, environmental studies (such as the FONSI for US 281 Segments 2 and 3), and any existing survey data.
- **Field Reconnaissance:** Our project team will perform detailed field reconnaissance to visually inspect the Phase 2 project area, identify existing surface features, note potential constraints (e.g., existing structures, environmental features noted in TxDOT's constraints maps), and verify the general accuracy of existing utility information relative to TxDOT's planned roadway footprint.

Phase II: Surveying and Geotechnical Investigation

- **Topographic and Utility Survey:** We will perform detailed topographic surveys and Subsurface Utility Engineering (SUE) investigations (Quality Levels D through A, as appropriate and in coordination with TxDOT's SUE data if available) to accurately locate all existing utilities. This includes the specific water lines to be relocated or abandoned, and other potentially conflicting infrastructure (gas, electric, communications) within the project corridor defined by TxDOT's highway expansion. This data is paramount for precise design and conflict avoidance.
- **Boundary Survey:** If required for new or modified City easements due to waterline realignments outside of existing City ROW but within or adjacent to TxDOT's new ROW, boundary surveys will be conducted.
- **Geotechnical Investigation (if required/**

not available): Should existing geotechnical data from TxDOT's roadway design or Phase 1 be insufficient or not representative for the specific alignments of new pipeline segments or appurtenances, we will coordinate and oversee a targeted geotechnical investigation. This will provide critical information on soil conditions for bedding, backfill, thrust restraint design, and trench safety, particularly considering any areas with challenging subsurface conditions identified in TxDOT's documentation.

Phase III: Preliminary and Final Design Engineering

- **Preliminary Design (30%):** Based on collected data, survey information, and close review of TxDOT's final roadway design for the segment north of SH 186, we will develop preliminary design alternatives for the waterline relocations and abandonments. This will include alignment studies ensuring no conflict with TxDOT's ultimate roadway and drainage configurations, material selection (e.g., PVC, HDPE, Ductile Iron), sizing calculations to maintain or improve hydraulic capacity, and preliminary cost estimates. We will prepare and submit preliminary design reports and plan sets to the City and TxDOT for review and comment at key milestones (e.g., 30% completion). Continuous and intensive coordination with TxDOT and their roadway design consultants will be maintained to ensure our design aligns with their proposed improvements and construction sequencing, including locations of overpasses, frontage roads, and drainage structures.
- **Final Design (60%, 90%, 100%):** Incorporating feedback from the City and TxDOT, we will advance the design to final plans, specifications, and a detailed Engineer's Opinion of Probable Construction Cost (EOPCC). The design will adhere strictly to the City of Edinburg's standards, TxDOT Utility Accommodation Rules (UAR) and the Utility Manual, and TCEQ rules and regulations for public water systems. The design will prioritize constructability (considering TxDOT's traffic control plans and work zone limitations), long-term reliability, and cost-effectiveness. We will also prepare all necessary documentation required to incorporate the proposed water distribution system improvements into TxDOT's bid package or to facilitate a separate City-led construction contract, as directed by the City.

Phase IV: Permitting and Approvals

- **Agency Coordination:** We will proactively coordinate with all relevant permitting agencies, including the TCEQ for plan approval (e.g., P.E. seal on plans, submission of technical specifications) and TxDOT for utility permits and agreements (e.g., Standard Utility Agreement, if necessary) for work within their right-of-way.
- **Permit Applications:** Our team will prepare and submit all necessary permit applications and supporting documentation, diligently tracking their progress to secure timely approvals.
- **Easement Acquisition Support:** We will provide technical support to the City in procuring any necessary new or modified easements, including the preparation of exhibit maps and legal descriptions suitable for City acquisition.

Phase V: Bidding Assistance

- **Bid Document Preparation:** We will assist the City in compiling a comprehensive bid package, including the final plans,

specifications, contract documents, and EOPCC.
- **Pre-Bid Conference:** Our team will participate in the pre-bid conference to address potential bidders' questions.
- **Addenda:** We will prepare any necessary addenda during the bidding period.
- **Bid Evaluation:** We will assist the City in evaluating bids received and provide a recommendation for contract award.

Phase VI: Construction Phase Services

- **Pre-Construction Conference:** We will organize and lead a pre-construction conference with the selected Contractor, the City, TxDOT representatives, and other stakeholders to discuss project sequencing, coordination with roadway construction, safety, and communication.
- **Construction Administration:** Our team will provide comprehensive construction administration services, including reviewing contractor submittals (shop drawings, material certifications), responding to Requests for Information (RFIs), processing pay applications, and preparing change orders if necessary.
- **Resident Project Representation/ Inspections:** We will provide resident project inspection services (as required by the City) to monitor the Contractor's work for compliance with the contract documents, plans, and specifications, ensuring adherence to City and TxDOT standards.
- **Progress Meetings:** We will attend and document regular construction progress meetings with the City, Contractor, and TxDOT, focusing on schedule adherence and coordination with the broader highway project.
- **Quantity Certification:** We will diligently certify quantities for contractor pay requests.
- **Project Closeout:** Upon project completion, we will assist the City with project closeout activities, including conducting final inspections, preparing a punch list, reviewing O&M manuals, and delivering accurate record drawings (as-builts).

Anticipated Schedule

We are fully prepared to meet the City of Edinburg's project timeline, understanding the critical importance of coordinating with TxDOT's U.S. Highway 281 construction schedule for the segment North of SH 186. Following the Response Deadline of June 10, 2025, and assuming a Notice to Proceed (NTP) by August 2025, CED is committed to an efficient and phased design and construction support process. A detailed project schedule, demonstrating critical path and coordination milestones with TxDOT's schedule, will be developed and submitted within ten (10) days of receiving the NTP. The preliminary schedule outlined below assumes a total design and permitting duration of approximately 9-12 months, subject to agency review times (see below).

Phase I: Project Initiation, Data Collection, and Field Reconnaissance (NTP through Month 1)

- **Kick-Off Meeting with City & TxDOT:** Week 1 post-NTP. This initial meeting will establish clear lines of communication, confirm immediate data needs, and refine our understanding of TxDOT's concurrent activities and access constraints.
- **Comprehensive Data Review & Collection:** Weeks 1-4. This involves an intensive effort to gather and analyze all existing information, including detailed TxDOT roadway plans, cross-sections, right-of-way maps, existing utility records from multiple providers, and any environmental documentation relevant

to the specific work zones. We will also obtain the latest updates on TxDOT's construction timeline for the affected highway segments.

- **Initial Field Reconnaissance:** Weeks 2-3. Our engineers and surveyors will conduct site visits to correlate existing documentation with actual field conditions, identify potential physical conflicts or constraints not evident on plans, and assess accessibility for survey and geotechnical crews.

Phase II: Surveying and Geotechnical Investigation (Month 1 through Month 3)

- **Topographic and Utility Survey (SUE):** Weeks 3-8 (mobilization, comprehensive fieldwork including designating and locating existing utilities, and initial data processing). This work will be meticulously planned to minimize traffic disruption, coordinating closely with TxDOT's traffic control plans.
- **Boundary Survey (if required for new City easements):** Weeks 6-10. This will run parallel to topographic survey where possible and will be prioritized based on areas identified for potential new waterline alignments outside existing City ROW.
- **Geotechnical Investigation (if required, coordination & fieldwork):** Weeks 6-10. If new borings are needed, coordination will ensure they don't interfere with TxDOT's activities or sensitive environmental areas. The scope will be defined based on preliminary alignment considerations and any known challenging soil conditions.
- **Survey Data Processing & Geotechnical Report Finalization:** Weeks 8-12. This involves converting raw field data into usable CADD base maps and integrating geotechnical findings and recommendations into a comprehensive report that will directly inform design decisions regarding pipe support, trenching, and backfill.

Phase III: Preliminary and Final Engineering Design (Month 3 through Month 9-10)

- **30% Preliminary Design Submittal:** Month 4 (approx. 6-8 weeks from start of design). This submittal will focus on establishing feasible waterline alignments, identifying major utility conflicts, preliminary sizing, and initial cost estimates. It will include plan-profile sheets for key segments and a preliminary design report.
- **City/TxDOT Review and Comment Period:** Allow 2-3 weeks. We will facilitate joint review meetings to expedite feedback.
- **60% Preliminary Design Submittal:** Month 6 (approx. 6-8 weeks after receipt of 30% comments). This stage will incorporate review comments, further develop design details for typical and special crossings (e.g., under roadway bores, creek crossings if any), refine material specifications, and update cost estimates. Coordination with other utility companies affected by the relocations will be intensified.
- **City/TxDOT Review and Comment Period:** Allow 2-3 weeks.
- **90% Final Design Submittal:** Month 8 (approx. 6-8 weeks after receipt of 60% comments). This submittal will represent a substantially complete design package, including detailed plans, draft technical specifications, and a refined EOPCC. All known utility conflicts should be resolved, and alignments finalized.
- **City/TxDOT Review and Comment Period:** Allow 2-3 weeks for final validation.
- **100% Final Design, Plans, Specifications & EOPCC:** Month 9-10 (approx. 4 weeks after receipt of 90% comments). This includes final quality assurance/quality control (QA/QC) checks, sealing of documents by the Professional Engineer, and preparation of the complete bid-ready package.

Phase IV: Permitting and Approvals (Month 7 through Month 12+)

- **Initiate TCEQ Plan Submittal & TxDOT Utility Permit Applications:** Concurrent with the 90% Design phase (Month 7-8) to allow for parallel processing. This involves preparing all forms, supporting calculations, and exhibits required by each agency.
- **Address Agency Comments & Secure Approvals:** Duration is highly dependent on agency review cycles and comment resolution, typically 3-6+ months. We will proactively engage with agency staff to facilitate timely reviews and address any queries.
- **Easement Acquisition Support:** As needed, concurrent with design and permitting. This involves providing the City with necessary plats and legal descriptions and supporting their acquisition process.

Phase V: Bidding Assistance (Month 10-12, following substantial design completion & near finalization of permitting)

- **Bid Document Preparation:** 2 weeks. This involves compiling all contract documents, plans, and specifications into the final bid package.
- **Advertisement & Bidding Period:** 4 weeks, as determined by City procurement policies.
- **Pre-Bid Conference & Issuance of Addenda:** During the bidding period, to clarify questions from prospective bidders.
- **Bid Evaluation & Recommendation:** 1-2 weeks post-bid opening. We will assist the City in thoroughly reviewing bids for responsiveness and provide a detailed recommendation for contract award.

Phase VI: Construction Phase Services

(Following Contract Award - Duration based on Contractor's Schedule, e.g., 12-18+ months)

- **Pre-Construction Conference:** Prior to the contractor mobilizing, to establish protocols, review schedules, and confirm coordination points with TxDOT's ongoing roadway work.
- **Ongoing Construction Administration, Inspections, Meetings:** Throughout the construction duration. This includes regular site visits, daily inspection reports, review of material submittals and shop drawings, processing RFIs and pay applications, and conducting progress meetings with the City, Contractor, and TxDOT.
- **Project Closeout:** Following construction completion, system testing, and final inspection, this phase includes punch list resolution, review of as-built drawings, O&M manual compilation, and preparation of final project documentation for the City.

Ability to Meet Schedules and Deadlines

Colliers Engineering and Design (CED) recognizes that the schedule for the U.S. Highway North 281 Water Distribution System Improvements Phase 2 is intrinsically linked to and driven by TxDOT's master schedule for the I-69C corridor expansion. Our project management approach is specifically designed to meet and exceed the rigorous demands of such a time-sensitive, multi-agency project. We are committed to a proactive, not reactive, scheduling philosophy.

Upon receiving the Notice to Proceed, our Project Manager will develop a comprehensive and detailed project schedule using industry-standard software such as Microsoft Project. This schedule will not only outline all design, permitting, and bidding phase tasks but will also integrate key milestones from TxDOT's roadway construction schedule. This will create a clear critical path, identify potential conflicts and dependencies early, and allow for dynamic adjustments as the

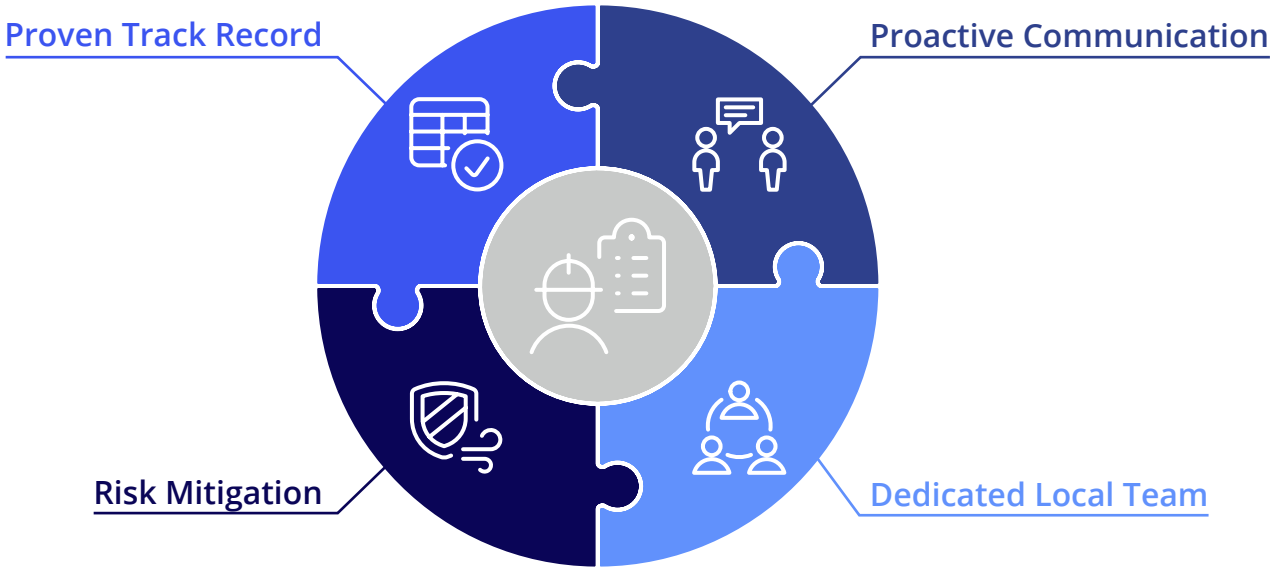
overall project progresses.

Our commitment to meeting deadlines is supported by several key strategies:

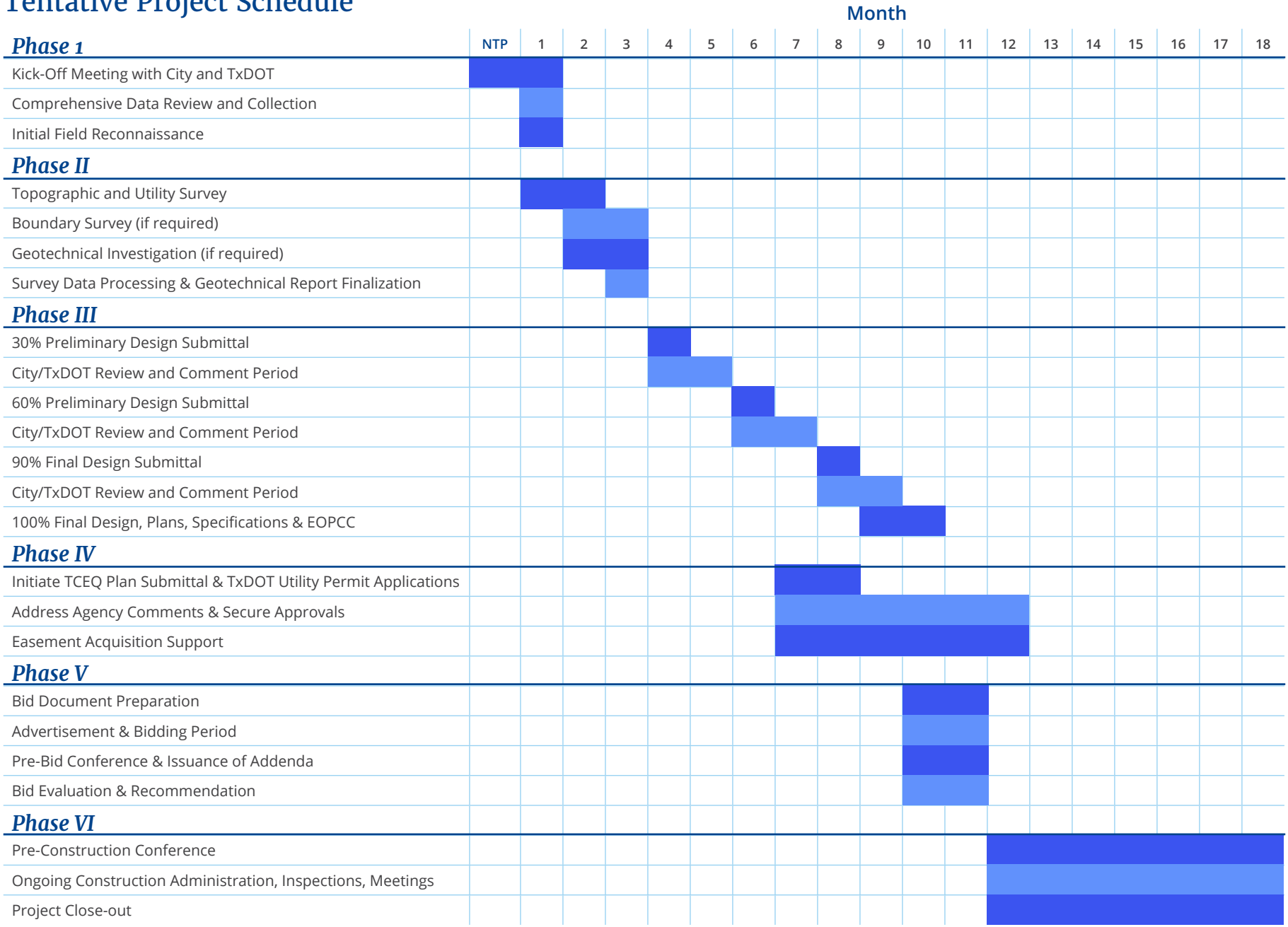
- **Proactive & Continuous Communication:** Our Project Manager, Guillermo Benavides, PE, ENV SP, will maintain open and frequent communication with both the City of Edinburg's Utilities Department and the relevant TxDOT project managers. We will be an active participant in all required progress meetings to ensure our design and construction support efforts are perfectly synchronized with the roadway contractor's activities.
- **Dedicated Local Team:** Our team is based locally and has the resources and personnel available to dedicate to this project, ensuring rapid response times for meetings, site visits, and issue resolution. We have the capacity to manage the workload without compromising the quality or timeliness of our deliverables.
- **Risk Mitigation:** We proactively identify potential schedule risks—such as long lead times for agency reviews (TCEQ, TxDOT), unforeseen subsurface conditions, or coordination with third-party utilities—and develop mitigation strategies. By anticipating challenges, we can often prevent them from impacting the project's critical path.
- **Proven Track Record:** CED has a demonstrated history of successfully delivering complex utility relocation projects that are part of larger transportation infrastructure programs. Our experience on projects like the Military Highway WSC Waterline Improvements has equipped us with the proven processes needed to navigate the complexities of TxDOT coordination and deliver on schedule.

We understand that for the City of Edinburg, delays are not an option. CED's robust project controls and experienced team are the City's assurance that the design will be completed on time, enabling construction to proceed in lockstep with TxDOT's schedule and ensuring the new water infrastructure is in place when needed.

CED understands the critical nature of the U.S. Highway North 281 Water Distribution System Improvements Phase 2. Our experienced team, proven project management methodologies, detailed understanding of the completed Phase 1, the comprehensive TxDOT U.S. Highway 281 expansion, and the City of Edinburg's requirements position us as the ideal partner to successfully deliver this vital infrastructure project. We are committed to providing high-quality, cost-effective engineering solutions that meet the City's objectives and contribute to the continued growth and development of Edinburg.



Tentative Project Schedule



Quality Assurance & Quality Control

Colliers Engineering & Design is committed to maintaining a rigorous Quality Assurance/Quality Control (QA/QC) program for every project, ensuring the consistent production of high-quality deliverables for our clients. This comprehensive program is subject to continuous monitoring and evaluation, allowing us to maximize its effectiveness and identify areas for improvement. Every employee at Colliers Engineering & Design plays an integral role in upholding our QA/QC standards. By utilizing these carefully managed processes, adhering to strict guidelines, and leveraging state-of-the-art tools, our team consistently creates products and services that not only meet but often exceed our clients' defined requirements.

The Colliers Engineering & Design QA/QC program applies to all our disciplines and office locations. Throughout the organization, each Project Manager is responsible for the following:

- Communicating the firm's QA/QC policy to employees
- Developing quality plans and reviews
- Implementing a quality management system to consistently achieve superior services.
- Monitoring and continually improving the level of client satisfaction

A copy of Colliers Engineering & Design's full QA/QC handbook is available upon request. However, for the sake of brevity, we have chosen to omit the full handbook.

Client Satisfaction

Monitors and improves client satisfaction levels

Management System

Implements system for superior service delivery

Quality Plans

Develops plans for quality reviews and assessments

QA/QC Policy

Communicates quality assurance policies to employees

Section 3

Stability and References

For over 40 years, we have been dedicated to serving our clients by continuously expanding and diversifying our services. Today, we are proud to operate as a nationally recognized firm, delivering innovative solutions across multiple industries.

Throughout our history, we have consistently earned national recognition, including being named a Top 500 Design Firm by Engineering News-Record and securing a spot on Zweig Group's Hot Firm List of the fastest-growing companies. Guided by our commitment to enhancing the built environment, our team takes pride in delivering the highest standards of customer service. With full-service, in-house expertise, cutting-edge technologies, and a proven project management approach, we ensure that our clients have access to the resources and strategies needed to maximize their project's success.

1984 — Beginnings
Colliers Engineering & Design was founded in New Jersey under the name Maser Consulting by Richard Maser.

1993 — Expansion
For the first time, the Firm expands outside of the state, opening a location in New York and beginning its national growth.

2013 — Looking Forward
An investment in strategic hires and new technology enabled the Firm to further diversify its services, expand westward and solidify itself as an industry leader.

2020 — Leadership
Richard Maser passes the title of President and CEO to Kevin Haney, names Leonardo Ponzio Executive Vice President and elevated Joe Dopico to COO.

2021 — Colliers Engineering & Design
Colliers acquires a controlling interest in Maser Consulting, changing the name to Colliers Engineering & Design and positioning the firm with expanded resources.

2022 — Partnership
KFW Engineers + Surveying, located in San Antonio, TX, join forces with Colliers Engineering & Design in March 2022. This partnership allows KFW, as a locally-trusted consultant, the extensive resources of a nationally-recognized firm, capable of a wide variety of design experience.

Today — Industry Leaders
Today, Colliers Engineering & Design boasts more than 3,000+ employees in 75+ offices across the nation.

Client References

City of Clear Lake Shores

Michael W. Kramm
City Administrator
1006 S. Shore Dr., Clear Lake Shores, TX 77565
281 595 1894
mkramm@clearlakeshores-tx.gov

Sample projects include:

- Town Center Parking Study
- Municipal Parking Lot Design
- Bridge Assessment
- Road and Drainage Standards & Specs.

City of San Antonio

Rolando Lerma, Jr., PE
Engineering Programs Manager
114 W. Commerce St., Fl 6, San Antonio, TX 78205
210 207 8022
rolando.lerma@sanantonio.gov

Sample projects include:

- 2020 N St Mary's (surveying)
- 6936 W Loop 1604 N Secondary Access
- Ave Maria Outfall (2007 Bond)
- Brook Hollow & Henderson Pass (surveying)
- George Road Low Water Crossing (2022 Bond)
- Military and Westmar Area Drainage (2017 Bond)
- Mountain View Estates Phase III (2017 Bond)
- On-Call Traffic Engineering (surveying sub consultants)
- Probandt Street Improvements (2017 Bond) (surveying)
- S. Zarzamora - Preliminary Engineering
- San Pedro Springs Park
- W Military & Ingram Road Connectors (2017 Bond)

City of Cibolo

Wayne Reed
City Manager
108 Cibolo Dr., Cibolo, TX 78108
210 619 0003
wreed@cibolotx.gov

Sample projects include:

- Fishing Pond Concepts
- Haeckerville Road Water Main Relocation
- Kove Lane ROW Acquisition
- Moehrig-Ritter Driveway Survey
- Monument Sign Concepts PO #23123
- Plat/Plan Review Services
- S&R Boat and RV Storage
- Town Creek 95% Drainage Review
- Town Creek Walking Trails
- Traffic-Calming & Warrant Assessments
- Venado Lift Station
- Wei Road / County Road 374 G

City of Shavano Park

Bill Hill
City Manager
900 Saddletree Ct., Shavano Park, TX 78231
210 493 3478
citymanager@shavanopark.org

Sample projects include:

- Four Low Water Crossings
- GIS Infrastructure Mapping
- Master Drainage Plan
- NW Military Hwy Improvements
- Overflow Parking at Shavano Park Municipal Tract

Talise

Dick McNary
President and Chief Operating Officer
17300 Henderson Pass, Suite 110, San Antonio, TX 78232
210 545 0008
dmcnary@projectcontrol.com

Sample projects include:

1 Services are Professional Engineering unless otherwise indicated.

- GIS App
- Phase 1A Infrastructure Improvements
- Survey and GIS App
- Transportation Master Planning
- Sanitary Sewer Collection System

Additional Current Appointments

City Engineer

City of West Lake Hills
Since 2025

Pre-Qualified Various Professional Services[1]

Since 2025

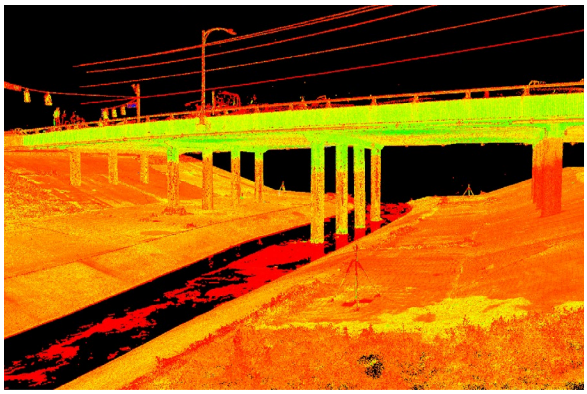
- TxDOT Dallas (SUE Dallas)
- City of Belton
- City of Bryan
- City of Corpus Christi (SUE)
- Harris County (SUE, Geotechnical Engineering)

Since 2024

- TxDOT Austin (SUE Locating)
- City of Corpus Christi
- City of Bastrop
- City of Port Arthur
- City of San Marcos
- City of Seguin
- Harris County
- Galveston County
- City of Fulshear
- City of Victoria (Survey)
- City of Bryan (Environmental)

Since 2023

- City of Ennis (Traffic)



1 Services are Professional Engineering unless otherwise indicated.

Section 4

Qualifications of Overall Team

Chris Otto, PE, CFM
Principal in Charge

Guillermo Benavides, PE, ENV SP
Project Manager

Municipal Engineering

Carlos Fuentes, PE
Project Engineer

Albert Vega, PE
Project Engineer - TxDOT Coordination

Stanford Nguyen, PE
Project Engineer - Utility Coordintation

Diana Hernandez Videa, PE
Project Engineer - PS&E

Chase Jinks, EIT
Project Engineer - Water

Support Services

Mustafa Dolan, RPLS
Project Surveyor

Abanop Henian
Project SUE Lead

Josh Berry
Landscape Designer

Justin Agar, PE
Geotechnical Engineering

Construction Inspection & Administration (Provided by RRP Engineering)

Daniel Christodoss, PhD, PE
Construction Manager

Jose A. Constante
Construction Manager

Thomas Fitzgibbons, CAE, ENV SP
Environmental Scientist

Chris Otto, PE, CFM

Principal in Charge | Municipal Services

Mr. Otto leads the Texas region for municipal services and is a subject matter expert on water, roadway, and drainage solutions for many of our projects. He boasts comprehension of HEC-RAS, dynamic storm sewer models, and dam breach analyses. Mr. Otto has experience working with various municipalities, including sitting on the advisory panel for the City of San Antonio's Atlas 14, assisting with development of grant applications for several entities, and more.

Education

BS Mechanical Engineering Technology, Texas A&M University

Professional Registrations

Professional Engineer (PE), Texas: No. 113172

Certified Floodplain Manager (CFM), Texas: No. 0752-05N

Professional Certifications

TxDOT Pre-Certified: 4.2.1, 8.1.1, 10.8.1, 11.1.1, 17.5.1, 18.3.1, 18.4.1, 18.6.1

Key Projects

On-Call City Engineering

City of Cibolo, TX

In 2017, CED was awarded the City of Cibolo's on-call professional engineering contract for city engineering services. Since then, staff has been tasked with a variety of design, consultation, project management, plan review, and plat review services on an on-call basis for various public works projects. Mr. Otto now serves as the City Engineer and Floodplain Administrator for Cibolo. As the City Engineer Chris provides all development reviews and feedback/ approval for all development activity in the City and ETJ. Mr. Otto has implemented a punch list document to assist with construction phase of projects that the City has in development.

On-Call City Engineering

Shavano Park, TX

Mr. Otto has been providing general engineering services for the City of Shavano Park. Since 2016, services included coordination with TxDOT for operational and drainage improvements of NW Military and the city-wide drainage master plan. Services provided under Mr. Otto's leadership include multiple low water crossings on rural roadways within Shavano Park. CED prepared a Master Drainage Plan (MDP) identifying 13 areas of possible drainage concerns within the City of Shavano Park. As the solutions presented in the MDP were not fully vetted, CED performed a Preliminary Engineering Report to refine hydrologic and hydraulic models for three areas (Elm Spring, Ripple Creek, and Turkey Creek) identified in the MDP. Through this report, CED explored possible route analysis and determined approximate impacts to adjacent properties, easement needs, utility conflicts, and prepared Opinions of Probable Construction Costs.

COSA 2017 Bond - West Military Drive & Westmar Drive Area Drainage

San Antonio, TX

As Project Manager, Mr. Otto provided civil engineering and

surveying services for this City Bond project. He oversaw design for the reconstruction of four local streets and West Military Drive, a secondary arterial. Mr. Otto also provided guidance on the design of an open channel and storm sewer system to alleviate flooding within West Military Drive.

New Braunfels/Nacogdoches Intersection

San Antonio, TX

As the Assistant Project Manager, Mr. Otto designed the widening of ± 1,700 LF of North New Braunfels Avenue from Tophill Road through Nacogdoches Road in order to improve traffic conveyance through the area. He designed improvements for the 6-leg intersection of North New Braunfels, Nacogdoches, and East Terra Alta Drive in order to improve the efficiency of the intersection. Mr. Otto also managed the design of a new traffic signal system by a sub- consultant and the design of ±1,000 LF of water and ±350 LF of sanitary sewer. He coordinated the temporary relocation of two VIA bus stops on Nacogdoches Road during construction and designed the sidewalk improvements to accommodate the VIA bus stop facilities. Mr. Otto also performed construction phase services including construction observation, meetings, RFIs, pay app review, and project close-out.

Texas Department of Rural Affairs (TDRA) Disaster Recovery Program: Hurricane Ike

San Antonio, TX

This project involved assisting Hurricane Ike-affected communities with the development of grant applications to receive Supplemental Community Development Block Grant (CDBG) funds for disaster recovery. Mr. Otto worked to provide condition assessments, conceptual design solutions, and cost estimates for water, wastewater, buildings, paving, drainage, and other critical infrastructure projects. Mr. Otto was involved in developing grant applications for supplemental Community Development Block Grant (CDBG) funds for disaster recovery. He worked on condition assessments, conceptual design solutions, and cost estimates for water, wastewater, buildings, paving, drainage, and other critical infrastructure projects. Mr. Otto was responsible for approximately 30 drainage project cost estimates and supervised a team of six people.

COSA 2017 Bond - West Military and Ingram Rd Connectors

San Antonio, TX

As Project Manager, Mr. Otto worked on a master-planned, mixed-use development with multi- modal transportation alternatives. This includes the upgrade of a regional inline detention pond, CLOMR, and underground storm drain. FEMA analysis was conducted using HEC-RAS and HEC- HMS. Underground storm drain was analyzed using XPStorm. The City of San Antonio and SAWS are financially participating with bond funds.

Graytown Road Improvements

San Antonio, Texas

Mr. Otto managed the design for the upgrade of an existing low-water crossing to an all-weather crossing capable of passing the 100-year storm event. He and his team used hydrologic and hydraulic analyses for the delineation of the Corrected Effective Floodplain. He managed the preparation of the construction documents and hydraulic model for the proposed 20~ 10'x5' box culverts. He then prepared a Conditional Letter of Map Revision report and application through the City of San Antonio and FEMA for approval. Upon completion of construction, Mr. Otto managed the preparation of a Letter of Map Revision and application to change the Flood Insurance Rate Maps to reflect the new floodplain conditions.

Guillermo Benavides, PE, ENV SP

Project Manager | Municipal Services

Mr. Benavides has over 30 years experience in engineering and construction, business administration, project management, civil, transportation, and structural engineering. developing schematics, plan, specification, and cost estimating (PS&E), construction management and construction inspection services for major projects in public infrastructure, private development, and energy industry. He has experience in the Greater Houston Area including roadway paving and drainage Improvements, sidewalk, hiking, and biking programs, and water and wastewater improvements.

Education

BS Civil Engineering, Escuela Colombiana de Ingeniería, Bogotá Colombia

Professional Registrations

Professional Engineer (PE), Texas: No. 112686

Certified Envision Sustainability Professional No. 42717

FAA Certified Private Pilot No. 3834081

FAA Certified Remote Pilot No. 3902599

Key Projects

Reading Road Extension Project Phase I, From FM 762 To 430 ft West of Royal Lakes Manor Boulevard

Fort Bend County, TX

Senior Project Manager in-charge of the development of a new section of Reading Road, approximately 1.6 miles with an ultimate section of 4-Lanes which included a raised median. The project required coordination with adjacent TxDOT design FM 762 which caused reconsideration of the intersection design with Reading Road. A detailed drainage study was done to mitigate the change of soil use designing a detention pond to be in compliance with local and state regulations. The project drainage design consists in several outfalls into crossing creeks and then into channel meeting the Fort Bend County Drainage criteria and standards.

Road Reconstruction

Brazoria County, TX

Director of Public Works overseeing the infrastructure improvements for approximately 30 miles of road reconstruction and rehabilitation of several County Road, deteriorated mainly for extreme use from the petrochemical industry in the area and several floods in various rain events. Services Included: road widening, drainage improvements, traffic control plans, striping pavement marking and signing, and stormwater pollution prevention plans.

Old Needville-Fairchilds Rd Road Reconstruction

Fort Bend County, TX

Senior Project Manager in-charge of design the reconstruction of approximately 1,500 ft of the existing two-lane 20 ft asphalt roadway converting it to a two-lane 32ft asphalt roadway with paved shoulders The project included the design of a 60,000 gpd capacity lift station in conformance to TCEQ regulations. The storm drainage improvements and the design of a new outfall channel to accommodate the

drainage for the project plus the portion of the Fort Bend County Project No.13109. Preparation of an estimate of probable construction cost, and providing Environmental site assessment and geotechnical investigation.

Reading Road Extension Project Phase I, From FM 762 To 430 ft West of Royal Lakes Manor Boulevard

Fort Bend County, TX

Senior Project Manager in-charge of the development of a new section of Reading Road, approximately 1.6 miles with an ultimate section of 4-Lanes which included a raised median. The project required coordination with adjacent TxDOT design FM 762 which caused reconsideration of the intersection design with Reading Road. A detailed drainage study was done to mitigate the change of soil use designing a detention pond to be in compliance with local and state regulations. The project drainage design consists in several outfalls into crossing creeks and then into channel meeting the Fort Bend County Drainage criteria and standards.

Greenbusch Road Paving and Drainage Improvements

Fort Bend County, TX

Director of Public Works overseeing the infrastructure improvements include street widening converting 2-lane road to 4-lane boulevard configuration, twin bridges for NB and SB, ROW acquisition study, street paving, storm sewers, hydraulic impacts, traffic control plans, stormwater pollution prevention plans.

Bryan Road Paving & Drainage Improvements

Fort Bend County, TX

Director of Public Works overseeing the Roadway drainage study for Bryan Road from Rosenberg City Limits to FM2977, to convert roadside ditch to an enclosed storm sewer system. Signing and pave marking design for improved roadway.

Madera Run Parkway Roadway and Drainage Design

Harris County, TX

Director of Public Works overseeing the Roadway and drainage design of Madera Run Parkway between Kings Park Way and Boundary Waters Lane including an I-girder bridge, to provide public infrastructures for the newly developed community. Guillermo is responsible for Client and design team coordination, design elements, schedule, and construction cost adjustments.

Transportation Improvement Around UH – Wheeler Avenue Overlay

Harris County, TX

Director of Public Works overseeing the Roadway repair and sidewalk reconstruction along Wheeler Avenue from Scott Street to Cullen Boulevard, to improve safety and accessibility to all users, including pedestrians, bicyclists, motorists, and users of public transportation. Guillermo is responsible for Client and design team coordination, design elements, schedule, and construction cost adjustments.

Lorraine Paving and Drainage Improvements

City of Houston, Harris County, TX

Director of Public Works overseeing the Preliminary Engineering Report (PER) for the infrastructure

improvements of Crockett St., Hogan St., and Lorraine St, from Houston Avenue to Jensen Drive. The PER included recommendations for street paving, storm sewers, hydraulic impacts analysis, sanitary sewers, water lines, traffic control plans, stormwater pollution prevention plans, tree preservation, and protection plans. The proposed solution for mobility included bikeways and parallel parking along the project streets. The PER considered a construction cost of $45M and the recommendations were adopted by the City of Houston to move the project to construction phase.

Avenue E Roadway Improvements

City of Stafford & Fort Bend County, TX

Project Engineer in-charge of the Infrastructure improvements include street widening converting 2 lane road to 4 lane boulevard configuration, ROW acquisition study, street paving, storm sewers, hydraulic impacts, sanitary sewers, water lines, traffic control plans, stormwater pollution prevention plans, tree preservation, and protection plans.

Brand Ln. Roadway Improvements

City of Stafford & Fort Bend County, TX

Project Engineer in-charge of the Infrastructure improvements include street widening converting 2-lane open ditch road to 4 lane curb and gutter boulevard configuration, street paving, storm sewers, hydraulic impacts, sanitary sewers, water lines, traffic control plans, stormwater pollution prevention plans, tree preservation, and protection plans.

Sheldon Road, Limits: Jacintoport Blvd. To ~500 Feet North of Market Street

Harris County, TX

Project Engineer in-charge of the Engineering Department. Infrastructure improvements include street widening converting 2-lane open ditch road to 4 lane curb and gutter boulevard configuration, ROW acquisition study, street paving, storm sewers, hydraulic impacts, sanitary sewers, water lines, traffic control plans, stormwater pollution prevention plans, tree preservation, and protection plans.

Huffmeister Road

Harris County, TX

Project Engineer in-charge of the Engineering Department. Infrastructure improvements include street widening converting 2-lane open ditch road to 4 lane curb and gutter boulevard configuration, street paving, storm sewers, hydraulic impacts, sanitary sewers, water lines, traffic control plans, stormwater pollution prevention plans, tree preservation, and protection plans.

Spring Cypress Road, Limits: Design and Construction Phase Services

Harris County, TX

Project Engineer in-charge of the Engineering Department. Infrastructure improvements include street widening converting 2-lane open ditch road to 4 lane curb and gutter boulevard configuration, ROW acquisition study, street paving, storm sewers, hydraulic impacts, sanitary sewers, water lines, traffic control plans, stormwater pollution prevention plans, tree preservation, and protection plans.

Carlos Fuentes, PE, CME

Project Engineer | Municipal Services

Mr. Fuentes has nearly two decades of experience in land development and municipal services. He is well-versed in standard engineering practices for a variety of project types, including retail, commercial, residential, and municipal capital improvements. He has working knowledge of state, county, and municipal regulations and standards as well as thorough knowledge of the land development process. Mr. Fuentes is proficient in technical software including AutoCAD Civil 3D, HydroCAD, and Hydraflow Storm Sewers. He is highly effective in managing and coordinating all facets of land development and municipal services independently or as part of a team.

Education

MS Civil Engineering, New Jersey Institute of Technology, 2007

BS Civil Engineering, New Jersey Institute of Technology, 2004

Professional Registrations

Professional Engineer (PE),

Texas: No. 151041

New Jersey: No. 24GE04900400

Certified Municipal Engineer, New Jersey

Key Projects

SE Legacy – Talise Development, Phase IB

Laredo, TX

As part of CED's involvement with the development of a large master planned community in Laredo, Mr. Fuentes has provided support for the project coordination and design of the initial phase of this project. The design included the preparation of road, drainage and utility profiles, hydrologic analysis, hydraulic design of storm sewer systems, and floodplain coordination.

144 Wisteria Lane

Cibolo, TX

This project consisted of hydrologic and hydraulic analysis of an existing stormwater collection ditch that serviced an established residential area. CED was tasked with analyzing the existing ditch capacity, establish existing and proposed contributing flows and improving the existing ditch to accommodate the anticipated stormwater runoff from the residential area.

MS4 General Permit Renewal – City of Clear Lake Shores

Clear Lake Shores, TX

Mr. Fuentes performed an update of the City's Stormwater Management Plan (SWMP) to meet the state's 2024 General Permit requirements. The update included updating the City's Best Management Practices (BMPs) to be better aligned with the 2024 General Permit requirements. Updates were performed in collaboration with City Officials and staff, to ensure new BMPs established actionable goals for the City. Mr. Fuentes also coordinated with City Staff to submit a Notice of Intent form through TCEQ online portal for formal renewal of MS4 General Permit participation.

MS4 General Permit Renewal – City of Cibolo

Cibolo, TX

Mr. Fuentes performed an update of the City's Stormwater Management Plan (SWMP) to meet the state's 2024 General Permit requirements. The update included updating the City's Best Management Practices (BMPs) to be better aligned with the 2024 General Permit requirements. Updates were performed in collaboration with City Officials and staff, to ensure new BMPs established actionable goals for the City. Mr. Fuentes also coordinated with City Staff to submit a Notice of Intent form through TCEQ online portal for formal renewal of MS4 General Permit participation.

State Highway 211 Improvements – Landon Ridge

San Antonio, TX

Mr. Fuentes performed detailed hydrologic and hydraulic design for five proposed culverts associated with new driveway connection points onto State Highway 211. This project required adherence to TxDOT's hydrologic and Hydraulic requirements.

State Highway 534 Loop Improvements – Windridge Development

Kerrville, TX

CED was tasked with performing hydrologic and hydraulic analysis and design for a section of existing State Highway 534. In conjunction with a proposed residential development, a portion of State Highway 534 was to be widened for a proposed turn lane. The project required design of one new culvert associated with a new driveway connection point onto State Highway 534 and analysis and redesign of an existing roadside stormwater collection ditch. This project required adherence to TxDOT's hydrologic and hydraulic requirements.

Prospect Avenue Road Improvements

Plainfield, NJ

The project consisted of preparation of plans and overseeing construction of the resurfacing of approximately 4,000 feet of the existing road known as Prospect Avenue. The project entailed preparing site plans and specifications required to award a contract for the construction of the proposed improvements. The proposed road improvements included new sidewalks and driveway aprons in select areas, new ADA compliant curb ramps, new curbs along the entirety of the project length, and the milling and resurfacing of the existing asphalt surface.

City of Newark Police and Fire Training Facility

Newark, NJ

This project consisted of preparing site plans and supporting reports for the construction of one three-story building to be used as a police and fire department training facility. Additional improvements included the construction of a surface pavement parking lot, and a three-story parking garage. The project site consisted of approximately 2 acres, of which approximately 1.8 acres would be disturbed by the proposed improvements. The project required access drive and parking layout design, grading design, drainage design, stormwater management design, and utility design for the concession building.

Albert Vega, PE, CFM

Project Engineer - TxDOT Coordination | Municipal Services

Mr. Vega is an accomplished Professional Engineer with nearly three decades of experience in civil and transportation engineering. He specializes in project management, structural design, and infrastructure development. Mr. Vega's career includes significant roles with TxDOT across multiple districts, the San Antonio River Authority, and Capital Metropolitan Transportation Authority, where he managed multi-million-dollar projects including highway systems, bridges, and flood control initiatives. A licensed Texas Professional Engineer since 2006 and a Certified Floodplain Manager, his technical expertise spans project scheduling, structural design, stormwater management, transportation design and construction. Mr. Vega holds a Bachelor of Science in Construction Management from the University of Houston and maintains professional affiliations with several engineering honor societies.

Education

BS, Construction Management, University of Houston

AA, Engineering, San Antonio College

AS, Natural and Physical Science, San Antonio College

Professional Registrations

Professional Engineer (PE), Texas: No. 098191

Certified Floodplain Manager (CFM), Texas: No. 2500-13N

Certifications

TxDOT Pre-Certified: 4.2.1 Roadway Design, 11.1.1 Inspection and Construction Management

Key Projects

FM 624 (Northwest Blvd.)

TxDOT Corpus Christi District Office | Project Engineer

Mr. Vega planned, scheduled, conducted and coordinated detailed phases of the traffic control plans and associated engineering work as part of this major expansion project. He analyzed survey reports, maps, drawings, blueprints, aerial photography, and other topographical geologic data to design the traffic control plans. He performed design computations and designs to be in accordance with client specifications and engineering criteria using design software and drawing tools. Mr. Vega generated the construction cost estimates and assisted in the preparation of engineering documents for the plans, specifications and estimate package.

LP 1604 (IH-35 to FM 78)

TxDOT Bexar Metro Area Office | Transportation Engineer

Mr. Vega was responsible for the oversight of construction on this project to ensure the construction schedule was maintained and that the work was performed safely and correctly. Mr. Vega documented field activities and produced reports on a weekly and monthly basis. Mr. Vega also verified and approved invoices to validate the work performed and recommend approval for payment. Mr. Vega reviewed the construction phasing and sequencing, applicable testing methods, processes and procedures used on this project. Mr. Vega used the critical path method for managing this project, construction engineering policies and procedures, as well as accepted construction methods and maintenance of traffic control devices.

He also negotiated the settlement of differences without damaging relationships; and applied effective questioning and listening techniques to determine other parties' positions in a direct and diplomatic manner. He planned, coordinated and handled multiple projects within his area of responsibility to meet short and long term deadlines. He monitored the status and progress of projects and exercised logic and reasoning to define problems and establish facts to draw valid conclusions. He made decisions that supported business objectives and goals and maintained safe working relationships.

FM 1976 (Gibbs-Sprawl Rd.)

TxDOT Bexar Metro Area Office | Transportation Engineer

Mr. Vega was responsible for the development and oversight of the construction administration and inspection for this transportation project that involved construction of a roadway from Loop 1604 to Walzem Road in Bexar County, Texas. Mr. Vega performed advanced and complex transportation engineering work in managing the construction of this project. His duties included the design, construction, traffic handling operations, and maintenance. He ensured compliance with applicable federal and state laws, policies, procedures, standards and guidelines. Mr. Vega worked diligently with governmental officials and private entities on this project.

SH 44 Interchange at US 281 (Alice, Texas)

TxDOT Corpus Christi District | Alice Area Office, Transportation Engineer

Mr. Vega was responsible for the construction management of this highway project. Mr. Vega applied engineering principles, practices and methods in his job responsibilities which included leading, assigning, reviewing and monitoring the work of others, and ensuring a "safety first" attitude throughout the project from all levels of management and operations. He identified value engineering opportunities that provided cost and/or schedule savings, supervised, managed, and directed the selection, training, development, appraisal, and work assignments of personnel. Mr. Vega also developed and maintained a working relationship with the local property owners. Mr. Vega understood and planned according to the work specifications and contract responsibilities. Mr. Vega anticipated project conflicts, communicated preventative action plans, and implemented solutions to avoid issues. Mr. Vega initiated and managed change orders, shop drawings, subcontracts, purchase orders, and monthly pay estimates. He selected and oversaw subcontractors and suppliers, created, updated, reviewed, and maintained budgets for structures and generated solutions to stay on schedule and on budget, monitored the cost of equipment on the project and implement strategies to stay within the budget.

Mr. Vega scheduled the project in logical steps and the budgeted time required to meet deadlines in P6 CPM, provided leadership to others through example and sharing of knowledge and skills, oversaw daily field activities leading to optimal progression of the project with superintendents, presented information and respond to questions from groups of managers, clients, customers, and the general public. Mr. Vega ensured customer satisfaction by identifying and exceeding the project needs. Mr. Vega provided leadership through building relationships, motivating others, providing clear direction, and cooperative teamwork. Mr. Vega communicated effectively; both written and verbal, provided training and served as a resource to less experienced personnel. Mr. Vega verified and approved invoices to validate work performed and recommended approval for payment. Mr. Vega was responsible for the development and oversight of construction administration and inspection services for this transportation project involving the construction of this highway.

Education
BS, Civil Engineering, Texas A&M University

Professional Registrations
Professional Engineer (PE), Texas: No. 135127

Stanford Nguyen, PE

Project Engineer - Utility Coordination | Municipal Services

Stanford Nguyen, PE is a dedicated civil engineer with 8 years of experience in the infrastructure industry. He specializes in full roadway construction including roadway design, storm sewer design, waterline design, sanitary sewer design, traffic control phasing, signing and pavement markings, storm water pollution prevention, earthwork/cross sections, and cost estimating. He also has expertise in flood mitigation including detention pond design, channel restoration, and erosion control. Mr. Nguyen takes pride in being detail-oriented and producing high-quality work. He leverages his technical skills and dedication to quality to deliver successful infrastructure projects that improve communities.

Key Projects

Harris County Engineering Department (HCED) - Crosby Lynchburg Phase III

Crosby, TX

Mr. Nguyen served as the Project Engineer for the Crosby Lynchburg Phase III project located in Crosby, Texas. This project involved reconstructing approximately 9,800 linear feet of the Crosby Lynchburg Road from Lochness Drive to Magnolia Drive to accommodate increasing traffic volume. Through Mr. Nguyen's diligent and prompt coordination with over 20 pipeline owners, the team was able to navigate their designs around the existing facilities. The existing two-lane asphalt road was widened to a four-lane concrete roadway with a continuous two-way left turn lane and curb and gutter. The project widened the right-of-way from 80 feet to 100 feet and widened an existing bridge located just south of Magnolia Drive that spans a HCFCD channel.

Houston Public Works (HPW) - Houston Heights, John Brashear and Memorial Heights Drainage & Paving

Houston, TX

As project engineer, Mr. Nguyen was on the team that led the design and construction of a $12.8 million neighborhood rehabilitation project. This project encompassed the replacement of open ditch sections with curbed roads, drainage improvements, and replacement of water and wastewater lines across 20 streets with unique design constraints including narrow rights-of-way, dead ended streets & alleys, and utility congestion. The goal was to modernize the dated infrastructure while maintaining or improving existing conditions. Since the project was situated in a high growth

area, Mr. Nguyen coordinated with developers and adapted the design proactively to keep up with demand.

Ervin-Hobbs Connector

League City, TX

As the Project Engineer, Mr. Nguyen assisted with the design of 3,200 LF of Ervin Rd. as a new 4 lane, divided concrete roadway from Calder Rd. to the future intersection with Hobbs Rd. This included extending approximately 600 LF of 12" waterline west of Calder Rd. A 100 ft right-of-way was acquired to provide 10-foot wide pedestrian trails along each side of the road. The project involved constructing 2,700 LF of new drainage facilities to convey stormwater south to Magnolia Creek. With an estimated construction cost of $4.5 million (2018-2021), the goal was to provide additional detention storage and connectivity. A major challenge faced was designing the storm sewer system within the constrained terrain. The issue of storm sewer cover was resolved by utilizing larger reinforced concrete boxes.

CR 723 Reconstruction

Brazoria County, TX

As Project Engineer, Mr. Nguyen contributed to the design of the reconstruction of CR 723 from FM 1495 to 9th Street (approximately 10,800 linear feet) near Quintana, Texas. The planned improvements will widen CR 723 from an existing 2-lane, 1-foot wide asphalt roadway, to a 2-lane roller compacted concrete (RCC) roadway, 26-foot, which will provide 2 12-foot travel lanes with 1-foot wide shoulders on each side. CR 723 would become the first RCC roadway in Brazoria County.

CMAQ IV PH 2F (SH6 and FM1960)

Houston, TX

Mr. Nguyen served as a Project Engineer for the design and construction phases of this project, which includes roadway improvements and some drainage improvements of eleven (11) intersections. The intersection improvements along the corridor of SH6 and FM1960 included left turn lane storage extension, right turn lane addition, median modification and/or alignment reconfiguration.

Harris County Flood Control District (HCFCD) - Buffalo Bayou Linear Detention

Houston, TX

Mr. Nguyen, as Project Engineer, supported the Buffalo Bayou Linear Detention project in Houston, Texas for the Harris County Flood Control District. The project created 60 acre-feet of additional stormwater detention within the Buffalo Bayou right-of-way between Eldridge Parkway and Dairy Ashford Road to mitigate stormwater impacts from local development. This area was selected due to minimal trees and available survey data. The added regional detention will offset on-site detention requirements for nearby projects. Since the area is used recreationally, a public relations consultant helped communicate project benefits like improved flood control. Mr. Nguyen assisted in explaining the stormwater management enhancements to stakeholders.

Diana Hernandez Videa, PE

Project Engineer – PS&E | Municipal Services

Diana Hernandez Videa, EIT brings a wealth of experience delivering impactful drainage and detention solutions. She excels at conducting comprehensive analysis, earthwork calculations, and construction plan development. Ms. Hernandez Videa's skills also encompass critical review and validation of infrastructure repairs. With a knack for creating practical engineering solutions to improve communities, Ms. Hernandez Videa consistently elevates projects through her expertise and commitment.

Education

MEng, Civil Engineering, University of Texas at Arlington

BS, General Engineering, Abilene Christian University

Professional Certifications

Professional Engineer (PE), Texas: No. 155475

Key Projects

Repairs Verification and Validation Project - Harris County Flood Control District (HCFCD)

Houston, TX

Ms. Hernandez Videa worked on the Repairs Verification and Validation Project for the Harris County Flood Control District. She aided in reading and analyzing quantity reports and as-built drawings to contribute to the repair verification and validation of projects for funding request documentation. The phase of the project Ms. Hernandez Videa worked on involved verifying which projects were completed and which were not, ensuring that the repairs being made were caused by Hurricane Harvey and were not pre-existing. This process entailed reviewing several aerial images, pictures, as-built drawings, record drawings, and cost estimates to verify this information.

Kleb Woods Basin - Little Cypress Creek

Houston, TX

Ms. Hernandez Videa assisted in revising record drawings, contributed to plans and profiles, and conducted earthwork calculations during the construction phase for the redevelopment of the Kleb Woods Basin project along Little Cypress Creek. The goal of the project was to enhance the design without major construction impacts. Tasks involved redesigning the detention pond shape, regrading surroundings, readjusting storm sewers, recalculating earthwork and changing the temporary entrance to a permanent entrance.

Lake Arthur Drive Detention Basin

Port Arthur, TX

This project involved improving and expanding an existing detention pond and adding a second detention pond, along with a drainage channel, on Lake Arthur Drive. The goal was to improve drainage in residential areas and address an unmaintained detention pond that had been neglected for years. Ms. Hernandez Videa assisted with the development of construction plans for the improvements.

Chase Jinks, EIT

Project Engineer - Water | Municipal Services

Chase Jinks is a dedicated Engineer-in-Training (EIT) with over three years of specialized experience in water and wastewater systems design and management. Proficient in both technical design and practical implementation, Mr. Jinks excels in assembling contract documents, performing complex calculations for water and wastewater plants, and conducting thorough annual inspections across various districts. His expertise extends to construction oversight, where he effectively manages on-site field meetings, reviews submittals, and supervises field testing. Mr. Jinks combines analytical acumen with hands-on engineering knowledge to develop efficient, compliant water/wastewater infrastructure solutions.

Education

BS Civil Engineering, University of Houston

BS Geophysics, University of Houston

Professional Registrations

Engineer-in-Training (EIT), Texas: No. 78913

Affiliations & Memberships

American Society of Civil Engineers, Member

Key Projects

Various MUD's TPDES Permits

Harris, Fort Bend, and Waller Counties, TX

Mr. Jinks supported several tasks across the greater Houston area to investigate the stream outfall locations of new or existing WWTPs and take photos, as well as prepare a design technical report with calculations for sizing of the proposed WWTPs, buffer zone maps, and flow schematics for all phases to be included in the discharge permit application.

Barker Cypress MUD 3 – Water Well #3 Rework

Harris County, TX

Mr. Jinks provided a capacity analysis for the District, as well as investigation of the aquifers below the well and for surrounding wells to calculate whether the wells needed to be resized or replaced. Pump, casing, and shaft inspections were conducted after the Contractors pulled the pumps, which indicated that the pumps and pumping equipment would need to be replaced. Mr. Jinks provided calculations for mechanical and chemical treatment of the wells and assisted the Contractor during camera inspections of the wells to determine if further cleaning would be necessary. Additionally, he provided revisions to the technical specifications and existing well profiles.

HCMUD 149 – WWTP Expansion

Harris County, TX

Mr. Jinks was the Design Engineer during the construction phase for the replacement of the existing package plant with a permanent plant with a capacity of 0.49 MGD. This expansion replaced the existing liftstation and included the construction of a new elevated

headworks, two coarse bubble aeration basins, two secondary clarifiers, a new NPW system, rehabilitation of the existing two digester basins and the addition of another digestor, and a new generator to power the site. Mr. Jinks attended monthly meetings during the entire construction phase through the plant start-up.

Brazoria County MUD 31 – Water Well Nos. 1 and 2 Reworks

Brazoria County, TX

This project included the rework of Water Well #1 and #2 at Water Plant #1. Mr. Jinks provided a capacity analysis for the District, as well as investigation of the aquifers below the well and for surrounding wells, to calculate whether the wells needed to be resized or replaced. Pump, casing, and shaft inspections were conducted after the Contractors pulled the pumps, which indicated that the pumps and pumping equipment would need to be replaced. He provided calculations for mechanical and chemical treatment of the wells and assisted the Contractor during camera inspections of the wells to determine if further cleaning would be necessary. Other services that Mr. Jinks provided were revisions to the technical specifications and existing well profiles.

Mustafa Dolan, RPLS

Project Surveyor | Support Services

Mustafa Dolan is a seasoned professional with over 15 years of experience in Civil Engineering and Surveying. His expertise includes research property records, historical maps & documents, GIS databases and other sources of information to prepare background information for field work and work order execution. Throughout his career, he has contributed to significant projects in pipeline, civil construction, renewable energy, and urban development.

Education

MS, Environmental and Civil Engineering, Polytechnic Institute of Milan, Italy

BE, in Land Use and Planning, China Agricultural University, Beijing, China

Professional Registrations

Registered Professional Land Surveyor (RPLS), TX #7100

Professional Certifications

TxDOT Precertified: 15.1.1, 15.2.1, 15.2.2, 15.3.3, 15.3.5

Affiliations & Memberships

Texas Board of Professional Engineers and Land Surveyors

Texas Real Estate Commission

Key Projects

23 Acres Texas A&M University Boundary Survey Project

College Station, TX

As S.I.T. and Survey Technician, Mr. Dolan provided boundary, topographical, improvement as well as construction staking and TIN surface elevation for this design. The project is 23 acres demolition and new development construction site. Mr. Dolan provided land surveying technical support for surveying data processing, deed research, boundary analysis, legal descriptions and exhibits for right-of-way dedication and easements.

Crockett County CCSD - New Fieldhouse and Renovation Project

Ozona, TX

This development site was a project that involves a boundary and topographic survey. The project property includes a large parcel south of the existing football field and an area outside of an existing middle school.

TxDOT SH 99 Grand Parkway Project (Crabb River Rd and FM 762 section)

Sugarland, TX

Supervised and participated survey and mapping for this TxDOT project which consists of a 14-miles highway expansion and reconstruction. Responsible for the ROW survey, establishment of the existing Highway Boundaries, property lines, proposed horizontal and vertical alignments and ROW acquisition survey of 17 parcels in the Fort Bend County. Also prepared ROW plan and control report.

Rancho Verde Section 6-14 subdivision

Houston, TX

Mr. Dolan served as a Platting Coordinator/Manager supplying surveying support for master planning projects. He worked with the City of Houston and Harris County for platting, recordation and as built survey project for these 9 section subdivisions plats from 2016 through 2018.

Abanop Henain

Project SUE Lead | Support Services

As an Assistant Project Manager, Mr. Henain is responsible for helping to oversee all aspects of Subsurface Utility Engineering (SUE) projects, including setting up, performing, completing, and managing projects pertaining to SUE. He oversees SUE crews and maintains standards for schedules, timeliness, financial performance, deliverables, and project-related correspondence of assigned projects.

Experience
5 years overall

Education
Engineering Degree, Higher Technology University

Network Administrator and Support, Richland College

AutoCAD Designer Certificates I & II, Richland College

Key Projects

Griffin Street & Pine Street

City of McKinney, Collin County, TX

Assistant Project Manager - responsible for QC CAD and TH summary, checking QL (A, B, C & D). Coordinated with SUE teams to locate all utilities in the work area in support of the upcoming proposed construction project. Coordination with the utility owners provided different records, which needed to be rectified with a field Level B investigation. CAD file and TH summary sheets were provided.

NTMWD Wylie to Rockwall

City of Wylie, Collin County, TX

Assistant Project Manager - Responsible for assisting with project management portion of the SUE investigation along this 2-mile corridor and coordination with the utility owners provided different records, which needed to be rectified with a field Level B investigation. The scope included 17 Level A test holes up to 15 feet deep. CAD file and TH summary sheets were provided.

Collin Creek WW Interceptor

City of Plano, Collin County, TX

Responsible for overseeing the SUE investigation along this 0.6-mile corridor and coordination with the utility owners provided different records, which needed to be rectified with a field Level B investigation. CAD file and TH summary sheets were provided.

SH-5

City of Frisco, Collin County, TX

Assistant Project Manager - responsible for coordination with traffic control services. Responsible for QC CAD and TH summary, checking QL (A). The scope included 102 Level A test holes. Assisted with coordination with TxDOT for project updates and progress. CAD file and test hole data sheets were provided.

Josh Berry

Landscape Designer II | Support Services

Mr. Berry specializes in master planning, park planning, and playground design. He faces challenges with an energetic mindset, boasting adaptability in any environment. Mr. Berry's expertise ranges from master-planned communities and mixed-use developments to neighborhood and municipal parks. He is keenly familiar with the South Central and East Texas area, with successful project experience in cities such as San Antonio, New Braunfels, Cedar Park, Lockhart, Houston, Cypress, and Spring.

Education

Bachelors of Landscape Architecture, Texas Tech University

Key Projects

Towne Lake Master-Planned Community

Cypress, TX

The success of this award-winning, 2,400 acre master-planned community in the North West Houston area was due in part by Mr. Berry's role in creating the concepts/renderings, developing construction documents, permitting, and construction administration. 300 acres of the community is dedicated to commercial development, including a boardwalk, marina, grocery store, and medical services. Other amenities of the development that Mr. Berry collaborated on included pavilions, 20+ miles of jogging trails, boat slips, splash pads, and playgrounds.

Cadence Creek at Gosling & Towne Lake

Spring, TX

As the Project Landscape Designer, Mr. Berry provided conceptual design and construction documentation services for this mixed-use, master-planned development located in North Houston, bordering Cypress. The site, sitting at the intersection of the two most heavily travelled roads in the Cy-Fair area, included restaurants, retail, pad sites, a hotel, and medical space.

Cypress Crossing

Houston, TX

Cypress Crossing is a major mixed-use project featuring restaurants, retail space, pad sites for additional buildings, a hotel, and medical office space. Mr. Berry's role involved creating conceptual designs, renderings, and full construction documents for the entire site.

Urbanist Mixed-Use Development

Cedar Park, TX

Mr. Berry designed a comprehensive landscape plan for a mixed-use Cedar Park development featuring retail, offices, studios, tech businesses, and co-working spaces. He specified all landscaped areas including planting beds, trees, shrubs, and vegetation types with quantities and locations. The plan included soil preparation requirements, planting methods, and a complete irrigation system with piping, sprinklers, and controllers.

Justin Agar, PE

Geotechnical Engineer | Support Services

Mr. Agar is a geotechnical engineer with more than eight years of experience in geotechnical and dam engineering. He currently serves as a Senior Project Engineer and is responsible for our geotechnical and waterway structure services in Texas. Justin's design experience includes planning geotechnical subsurface explorations and soil laboratory and field-testing programs, preparation and review of engineering proposals, engineering calculations, geotechnical recommendations reports, specifications, design details, construction instrumentation monitoring, and construction documents for several types of projects.

Education

BS in Civil Engineering, Louisiana Tech University

Professional Registrations

Professional Engineer (PE), Texas: No. 147287; Louisiana: No. 44337; Pennsylvania: No. PE091234

Affiliations & Memberships

OSHA 10 Hr Construction Safety

ACI Concrete Field-Testing Technician – Grade 1

Troxler Nuclear Gauge Safety Certification

Troxler Hazmat Certification for US DOT Hazardous

Material Regulations (49 CFR 172 Subpart H)

Key Projects

PENNDOT I-95N Support of Excavation (SOE) Design

Philadelphia, PA | Project Site Engineer

The Project Site Engineer oversaw the widening and reconstruction of I-95N lanes from Orthodox St. to Levick St., including Tacony St. and NB ramp at Bridge St. The project involved replacing overpass bridges at Levick St., Tacony, Comly St., and Van Kirk St. The widening required 2825 ft long, 25-31 ft tall retaining walls. Several types of retaining walls were used, including driven h-piles with wood lagging and soil nails. The engineer conducted performance and proof testing on 638 tiebacks and soil nails, ensuring they met design load requirements and verified proper implementation of the structure. Anne Frank Inspire Academy Expansion

Light Bridge Academy Child Day Care Facility

Melissa, TX | Project Engineer

Project Engineer for a proposed ±14,000-square-foot single-story daycare facility, including subsurface exploration, soil classification, and evaluation of site conditions for foundation design. Provided recommendations for foundation types, pavement design, and site grading to support the structure and associated improvements. Collaborated with the project team to provide geotechnical solutions that aligned with client requirements and budget constraints.

Parkway Drive Street Improvements

Plfugerville, TX | Senior Project Engineer

Geotechnical exploration program performed for Parkway Drive improvements considered for construction in Pflugerville, Travis County, TX. The overall roadway alignment is ±3,200 linear feet, with the south end of the alignment intersecting West Pecan Street, and the northeast end terminating in a cul-de-sac.

Project Engineer for the proposed rehabilitation of an existing ±3,200 linear feet roadway, overseeing subsurface exploration, laboratory testing, and analysis to determine soil bearing capacity, settlement, consolidation and expansive soils, pavement design, and foundation design parameters. Provided detailed recommendations for foundation systems and earthwork in general accordance with local building codes and project specifications. Coordinated with the design team to integrate geotechnical findings into the project, contributing to a resilient, cost-effective, and sustainable expansion design.

Crowned Herron BESS

Richmond, Fort Bend County, TX | Senior Project Engineer

Geotechnical project engineer for the construction observation and material testing of the ±15 acre equipment pad of a Battery Energy Storage System (BESS) facility. The project includes a 150MW/300MWh battery energy storage yard consisting of multiple battery containers, inverters, and power conversion stations. The Duties included providing special inspections and construction observation services for the proposed battery storage foundations. Services included reviewing the observation and inspection of select fill placement and moisture-density testing, Daily Field Reports, (DFRs), and scheduling field personnel with contractors.

Manville Waterline Alignment

Manor and Blue, TX | Project Engineer

Mr. Agar led a comprehensive geotechnical exploration program for a 25-mile water supply line project between Manor and Blue, Texas. Through strategic exploration and advanced evaluation techniques, he analyzed subsurface conditions to develop precise design parameters for excavation support systems. His recommendations for a challenging 10-foot cut within the site soils proved successful, significantly enhancing project efficiency and structural integrity while maintaining optimal safety standards. (Aug 2023 - Apr 2024.)

Manville's Water Storage Tank Facilities

New Sweden and Blue, TX | Project Engineer

Mr. Agar spearheaded the geotechnical exploration program for two identical 5-million-gallon ground storage tanks, with each tank featuring a 146-foot internal diameter and 40-foot walls. Through his comprehensive site assessment and detailed data analysis, he established critical design parameters for continuous wall footings. He developed and implemented deep foundation recommendations that effectively supported both the interior slab and wall footings of the ground storage tanks. (Aug 2023 - Apr 2024.)

Texas State Soil and Water Conservation Board (TSSWCB) Dam Upgrades CPS

Various Locations, TX | Project Site Engineer

Mr. Agar orchestrated the development of upgrade alternatives for six NRCS flood control dams across Texas. He oversaw the construction of a 1,500-foot-long, 51-foot-high embankment dam project that involved the placement of 80,120 cubic yards of treated earth-fill. He successfully managed complex construction elements, including the installation of a 242-foot-long pipeline and the construction of a 36-foot-high reinforced concrete tower for a 15.6-acre reservoir. He streamlined project operations through efficient evaluation of contractor submittals and timely processing of Requests for Information, which prevented construction delays and maintained project momentum. (Mar 2021 - Dec 2022.)

DANIEL CHRISTODOSS, PhD, PE

Houston

Daniel Christodoss, PhD, PE has 30+ years of experience in management of all municipality elements, including planning, feasibility studies, roadway design, water and wastewater pipelines, treatment facilities, H&H analysis, Drainage, and SUE. He has managed Galveston, HCTRA, Harris County, and City of Houston projects amounting to $600 million and has been Engineer of Record (EoR) on several impactful projects. As an engineer who has served the public and private side of industry, Dr. Christodoss has developed a multi-dimensional understanding on how a thorough and collaborative design can provide multiple simultaneous benefits, beyond the original scope. Dr. Christodoss defines a successful project as one that positively enhances the well-being of the community, satisfies long-term sustainability requirements, and serves as a strong example for the City to be recognized when procuring additional infrastructure funding. Being a recipient of the Texas Environmental Excellence Award from TCEQ and Governor Rick Perry, National Pollution Control Engineering Award for Eco Sensitive Design, Air Force Base Center for Environmental Excellence Award and AWWA Award, Daniel has experienced how a comprehensive design can contribute beyond the short-term well-being of the community and its leaders.

PROJECT EXPERIENCE

- **Stormwater Railroad Crossing Emergency Replacement - Port of Galveston.** As the EOR, Daniel led the design and construction administration for the replacement of the 72" Stormwater Arch pipe crossing 13 Railroad Tracks at the Port of Galveston adjacent to a major highway. The pipe which was about 100 years old and only 6" below the RR tracks collapsed at two locations. Due to active tracks, the survey and design was completed in 1 week and the emergency $1 Million construction in 6 months with extensive coordination between the Railroad and the Port of Galveston, which minimized disruption that could lead to revenue loss.
- **City Engineer/Manager, Multiple Galveston Streets-Galveston, TX.** Daniel was EOR for 27th Street Corridor Enhancements, and led design/construction for Market St., 16th, 25th, 29th, 30th, 37th, 41st, 45th, 51st, 57th, 65th, and 73rd St., Ave. N, R, Sealy, Saladia, Heards Ln, Seawall Ferry Rd to Bodekker, Avenue S, and 43rd and 53rd major thoroughfare Streets. The 43rd, 45th, Market Street, Avenue S, 51st and 53rd Street projects involved replacing degraded asphalt road with concrete paving, drainage, water and sanitary sewer upgrades, similar projects were completed with asphalt paving. Presented at "53rd Street Reconstruction in Galveston Following Hurricane Ike, Texas District of the Institute of Transportation Engineers (TEXITE), Galveston, TX."
- **Drainage Master Plan and Flood Mitigation - Galveston, TX.** As City Engineer, Daniel presented at the "Discussion on Flooding with the Resilient America Program of the National Academies of Sciences, Engineering and Medicine" and City Council Presentation to Outline the Plan for Flood Mitigation Galveston City-Wide during coastal low and high tide events: Drainage and City-Wide Flood Mitigation Presentation https://youtu.be/nqPS3i57nHc.
- **30" Causeway Water Line – Galveston, TX.** As City Engineer, Daniel led the emergency 30" Steel supply line design spanning the Galveston Causeway and presented the unique features at the "Bridging the Gap: Galveston Causeway 8,500 LF Aerial Water Line, Texas AWWA, San Antonio, TX"
- **Lift Station and Force Main Design for WWTP Decommission-Seguin, TX.** Daniel led WaterCAD Modeling, HDD Design of a 20-mile long 30-inch force main including fiber.

EDUCATION

- Ph.D., Civil Engineering,
- MS, Public Health (Environmental) Engineering,
- BS, Civil Engineering

REGISTRATIONS/CERTIFICATIONS

- Registered PE TX, No. 103397
- Transportation Worker Identification Credential (TWIC)
- TXDOT Certifications

1.4.1 - Land Planning/Engineering
1.5.1 - Feasibility Studies
1.8.1 - Public Involvement
3.2.1 - Route Studies & Schematic Design
4.2.1 - Roadway Design
4.5.1 - Constructability Review
5.5.1 - Bridge & Non-Bridge Class Culvert and Inlet Design
8.1.1 - Signing, Pavement Marking, and Channelization
9.3.1 - Pedestrian Facility Design
9.3.2 - Accessibility Design
10.1.1 - Hydrologic Studies
10.2.1 - Roadway Hydraulic Design
10.3.1 - Bridge Hydraulic Design
10.4.1 - Storm Water Pump Station Hydraulic Design
10.6.1 - Coastal Hydraulic Design
10.7.1 - Riverine Hydraulic Design
11.1.1 - Roadway Construction Management and Inspection
17.1.1 - Structural Engineering
17.5.1 - Civil Engineering
18.2.1 - Subsurface Utility Engineering
18.4.1 - Utility Engineering
18.5.1 - Utility Construction Management and Verification
18.7.1 - Utility Relocation Design
19.3.1 - Financial Plan Review and Development
20.3.1 - Civil Engineering for Buildings, Facilities, and Infrastructure-Marine Facilities
23.2.1 - Alternative Delivery Design & Construction Support Engineer
23.7.1 - Project Finance Support

JOSE A. CONSTANTE

McAllen

Mr. Constante boasts 35+ years of experience. He has designed and leveled Rights-of-Way for the installation of steel pipes. He has managed and inspected the construction for pump stations as well as coordinated the construction of the main water and sewer systems, lift stations, storm drainage subdivisions. Jose has also prepared bids and proposals for various projects.

PROJECT EXPERIENCE

- City of La Joya Lift Station No. 3, City of La Joya, La Joya, Texas – Project Engineer - *Project Engineer.* Designed hydraulics, pumps, wet-well, supervised construction – Administrated project Coordinate communication between the City and the Contractor, execute work programs, review and approve works generators and estimates, solve problems and doubts in the construction of the project, coordinate monthly meetings for the progress of the project between the City, Contractor, and the Funding Agency, prepare minutes of the meetings and supervised the progress of the project.
- City of Donna International Border Crossing, City of Donna, Donna, Texas – *Project Engineer, Chief Inspector.* Redesigned wastewater collection system, lift stations, pressure lines for sanitary sewer, treated water distribution system, and fire prevention system – part-time Inspector.
- 24" discharge line to Rio Grande River, City of La Joya, La Joya, Texas – *Project Engineer.* Designed discharge line for treated waters into the Rio Grande River (1.5 Mi) – Project Administration. Coordinate communication between the City and the Contractor, execute work programs, review and approve works generators and estimates, solve problems and doubts in the construction of the project, coordinate monthly meetings for the progress of the project between the City, Contractor, and the Funding Agency, prepare minutes of the meetings and supervised the progress of the project.
- Construction of Lift Stations No's 2,6, & 8; 6" force main and 8" sanitary sewer gravity line on Santos-Ramirez Ave, City of La Joya, La Joya, Texas – *Project Engineer*. Designed wastewater collection system, hydraulic calculations for lift stations No's 2, 6, & 8 and 6" Force Main on Kika De La Garza Ave. Coordinate communication between the City and the Contractor, execute work programs, review and approve works generators and estimates, solve problems and doubts in the construction of the project, coordinate monthly meetings for the progress of the project between the City, Contractor, and the Funding Agency, prepare minutes of the meetings and supervised the progress of the project.
- Waste-Water Treatment Plant, City of La Joya, La Joya, Texas – *Project Administration*. Civil and mechanical design, lift station, wastewater collection system, and 24' effluent line to existing manhole.
- Upgrade Five Booster Stations for Agua SUD Distribution System, Agua SUD, Palmview, Texas – Hydraulic calculations for pumps and mechanical installation of storage tanks.
- Design of Water Treatment Plant on Bentsen Rd., Agua SUD, Palmview, Texas – Designed hydraulic distribution lines within plant. Design and topography for access ways to water plant and water wells.
- Multipurpose Facility Project, City of La Joya, La Joya, Texas – Designed drainage and sewer collection system for community of Havana, TX. Including pressure lines, and lift station.

EDUCATION

- BBA, Civil Engineering, Universidad Autonoma de Nuevo Leon, Monterrey, N.L. Mexico

REGISTRATIONS/CERTIFICATIONS

- Mexico License – CEDULA #893449

TRAINING

- Personnel Management training (entails human resources, office management, and people management training)
- Curso de Excelencia – PEMEX (course for executives that entails training for personal conduct, business and office ethics, and the form in which an executive should conduct him/herself with their assigned employees)

THOMAS FITZGIBBONS, CAE, ENV SP

ENVIRONMENTAL SCIENTIST

Houston

Mr. Fitzgibbons has eight (8) years of industry experience in environmental consulting. As an Environmental Scientist, Mr. Fitzgibbons conducts site visits and surveys to collect environmental data from the locations of client's proposed projects, conducts background research into the project areas and drafts the appropriate technical reports and NEPA documents in support of those projects. Mr. Fitzgibbons has significant experience in ecology, including threatened/endangered species surveys and other biological evaluations. His experience also includes preparing for public hearings and other outreach activities, coordination with regulatory agencies including the United States Army Corps of Engineers (USACE) and Texas Commission on Environmental Quality, ambient field measurements for noise studies, hazardous materials site investigations, analysis of community impacts and indirect/cumulative impacts, and air quality sampling and analysis. Mr. Fitzgibbons has a working knowledge of GIS software and uses Trimble® Global Positioning System (GPS) technology, including handheld GPS units and associated desktop computer software, on all field investigations.

PROJECT EXPERIENCE

- **Categorical Exclusion, Southmost Nature Trail-Phase III, Brownsville, Texas.** Mr. Fitzgibbons prepared the documentation necessary to support the clearance of this shared use path project as a Categorical Exclusion (CE) under 23 CFR 771.117(c)(3). When complete, the Southmost Nature Trail-Phase III will consist of a 10-foot-wide paved shared use path with two pedestrian bridges within the right-of-way of a drainageway. He analyzed data and photographs collected by the field investigation team to determine the potential occurrence of habitat for threatened and endangered species in the project area which consists of a mowed and maintained drainage right-of-way.
- **Environmental Assessment, Flor de Mayo International Bridge, Brownsville, Texas** Mr. Fitzgibbons is a member of the project staff which is preparing the Environmental Assessment (EA) for this proposed international bridge and port of entry (border crossing facility) in Brownsville, Cameron County, Texas. In addition to the EA, he analyzed data collected by the field investigation team to prepare a Community Impacts Assessment and documents pertaining to the potential occurrence of threatened and endangered species in the project area. Mr. Fitzgibbons is also involved in the preparations for public involvement activities for the Flor de Mayo International Bridge, including a public meeting.
- **Environmental Impact Statement, Raymondville Drain, Hidalgo and Willacy Counties, Texas.** Mr. Fitzgibbons is a member of the project delivery team preparing the Environmental Impact Statement (EIS), Feasibility Report, and Biological Assessment (BA) for this flood control/flood risk management project which stretches more than 70 miles from Edinburg Lake in Hidalgo County to near State Highway (SH) 186 in Willacy County. When completed, this project will improve the flood-related disaster resilience of communities in Hidalgo and Willacy Counties and expedite their recovery from such disasters. Mr. Fitzgibbons conducted the field investigations associated with the BA for this project which paid special attention to potential project-related effects on the Ocelot (*Leopardus pardalis*). The Raymondville Drain Project is proposed for inclusion in the Water Resources Development Act of 2024.

EDUCATION

- MS, Environmental Sciences and Policy, Johns Hopkins University
- BS, Natural Resource Management, Texas Tech University
- BA, History, Texas Tech University

REGISTRATIONS/CERTIFICATIONS

- Envision Sustainability Professional, Institute for Sustainable Infrastructure
- CEA, Ecology Society of America
- TXDOT Certifications

2.2.1 – Air Quality Analysis
2.3.1 – Wetland Delineation
2.3.2 – Conditional/Functional Assessment
2.4.1 – Nationwide Permit
2.4.2 – Clean Water Act Section 404 Permits
2.4.3 – US Coast Guard and Army Corps of Engineers Permits
2.6.5 – Protected Species Evaluations
2.13.1 – Hazardous Material Initial Site Assessment

SPECIALIZATIONS

- NEPA
- Public Involvement and Outreach
- Wetlands regulatory compliance, determinations, delineations, nationwide/individual permitting and long-term monitoring of constructed wetlands
- Phase I Environmental Site Assessment
- Threatened/Endangered Species Assessments
- Resource Agency Coordination

COMPUTER SKILLS

- Microsoft Suite
- TerraSync (Trimble Handheld GPS Unit)
- GPS Pathfinder Office
- Esri ArcGIS
- Google Earth Pro
- SketchUp2023

Appendix

Forms

COLLIER-01 MMCFARLANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/18/2025

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Specialty Insurance Company (A++XV)	22276
INSURED	INSURER B :	
Colliers Engineering & Design, Inc. 101 Crawfords Corner, Suite 3400 Holmdel, NJ 07733	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			47EPP32691803	2/25/2025	2/25/2026	Per Claim Limit	1,000,000
A	& Pollution Liab.			47EPP32691803	2/25/2025	2/25/2026	Aggregate	1,000,000

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

*NAMED INSUREDS INCLUDE:

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying CT P.C.; Colliers Engineering & Design/Maser Consulting Inc.; Colliers Land Services, LLC.; CED Architecture, Inc.; Colliers Engineering & Design CT, P.C., Phase Zero Design Corp.

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jared Maxwell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/18/2025

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 Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** jennifer.juarez@marshmma.com
INSURED COLLIENGIN4 Colliers Engineering & Design Inc 101 Crawfords Corner Rd, Suite 3400 Holmdel NJ 07733	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co PittsburghPA / 19445 **INSURER B :** Travelers Property Casualty Co of Amer / 25674 **INSURER C :** New Hampshire Insurance Company / 23841 **INSURER D :** Navigators Insurance Company / 42307 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1302756798 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			9925559	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 100,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			4773685	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CUP1T66744425NF	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		66656736	3/1/2025	3/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			NY25MXEZ07LHXIV	3/1/2025	3/1/2026	$15,000,000	

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

CERTIFICATE HOLDER

Colliers Engineering & Design Inc
101 Crawfords Corner Rd
Suite 3400
Holmdel NJ 07733

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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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Colliers Engineering & Design, Inc.
(Full, correct legal name)

- Address: 13501 Katy Freeway, Ste 1350
  Houston, TX 77079

- Telephone/Fax: 877 627 3772
- Email address: chris.otto@collierseng.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____ No_x__

4. Where is the Company's corporate headquarters located? Holmdel, New Jersey

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: Chris Otto, PE, CFM
   Address: 3421 Paesanos Parkway, San Antonio, TX 78231
   Telephone: 726 223 4768
   Fax: N/A
   Email: 726 223 4768

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.
    KFW Management, LLC dba KFW Engineers + Surveying, LLC

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.

As a large nationally-recognized engineering design and consulting services company, Colliers Engineering & Design has been, from time to time, involved in claims and litigation. We value the confidence of our clients as well as our contractual commitments to confidentiality and strive to avoid disclosures to and/or with third parties of the circumstances involving other Projects. We would take the same position with information regarding our work on your Project. We can, of course, confirm that there are no claims or litigation of any kind that could reasonably be expected to have a material adverse impact upon the quality of Colliers Engineering & Design's performance and its ability to provide the services required for this Contract.

HOUSE BILL 89 VERIFICATION

I, Chris Otto, PE, CFM, the undersigned representative of

Colliers Engineering & Design, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

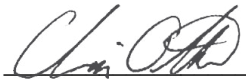
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Otto, PE, CFM | Principal in Charge

TYPE/PRINT NAME AND TITLE:

June 17, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Chris Otto, PE, CFM, the undersigned representative of

Colliers Engineering & Design, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

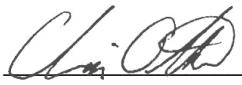
1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Otto, PE, CFM | Principal in Charge

TYPE/PRINT NAME AND TITLE:

June 17, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Chris Otto, PE, CFM, the undersigned representative of

Colliers Engineering & Design, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Otto, PE, CFM | Principal in Charge

TYPE/PRINT NAME AND TITLE:

June 17, 2025

DATE:

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Christopher Otto, being first duly sworn, deposes and says that: *(Name)*

(1) He is ~~President~~ Principal of Colliers Engineering & Design, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Regional Discipline Lead / Principal Associate

Subscribed and sworn to me this 9TH day of JUNE 2025.

By: Aileen Yangco-Schwartz

AILEEN YANGCO SCHWARTZ
ID #135189837
My Commission Expires
December 03, 2028

Notary Public

My commission expires

12/03/28

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Colliers Engineering & Design, Inc.

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

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

N/a

Name of Officer

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

N/a

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/a

6 ☐ N/a 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

June 17, 2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Certificate of Interested Parties

Colliers Engineering & Design, Inc. verifies that we will be able to provide a Certificate of Interested Parties (Form 1295) if awarded the US Highway North 281 Water Distribution System Improvements Phase 2 Professional Engineering Services.

Colliers Engineering & Design

Colliers Engineering & Design is a trusted provider of multi-discipline engineering, design and consulting services providing customized solutions for public and private clients through a network of offices nationwide.

For a full listing of our office locations, please visit colliersengineering.com

1 877 627 3772

Civil/Site • Architecture • Transportation • Governmental • Survey/Geospatial • Infrastructure
Geotechnical/Environmental • Telecommunications • Utilities/Energy • Project Management

THE CITY OF Edinburg

EDINBURG, TEXAS All-America City 1968 1995 2000 2024

Submitted To:

CITY OF EDINBURG, TEXAS

For:

Professional Engineering Services

U.S. Hwy N. 281 Water Distribution System Improvements Phase 2

RFQ No. 2025-003

June 17, 2025

CRUZ - HOGAN

ENGINEERS | PLANNERS

McAllen | Harlingen | Weslaco

TBPE Firm Reg. No. F-4860

Statement of Professional Qualifications

CRUZ - HOGAN
ENGINEERS | PLANNERS
TBPE Firm Reg No. F-4860

McAllen
Harlingen
Weslaco

June 16, 2025

City of Edinburg
415 W. University Drive
c/o City Secretary Department (1st floor)
Edinburg, TX 78539
RFQ No. 2025-003
Professional Engineering Services

Re: Statement of Qualifications for Professional Engineering Services
U.S. Highway 281 Water Distribution System Improvements Phase 2
RFQ No. 2025-003

CRUZ-HOGAN *Consultants, Inc.* is pleased to submit **electronically** our firm's Statement of Qualifications to perform Professional Engineering Services for the U.S. Highway North 281 Water Distribution System Improvements Phase 2 project. This Statement has been organized to respond to your recent "Request for Qualifications."

CRUZ-HOGAN *Consultants, Inc.* has an intimate regional presence in this area and extensive experience in providing professional engineering services to local municipal and other governmental agencies for over 30 years. We currently provide or have provided engineering services for over 20 communities here in the Rio Grande Valley, and we have assisted many of these local governments with the planning, design, and construction phase services for their projects. Every project that CRUZ-HOGAN *Consultants, Inc.* undertakes is planned, designed, and completed with quality control by engineering personnel who have a combined 70 years of experience with public works projects.

We are currently assisting the City of Edinburg with several projects, including Water Treatment Plant Filter Improvements and the Rehabilitation of Existing Clarifiers at the Downtown Water Treatment Plant.

We are very interested in being selected to continue to provide professional engineering services for the City of Edinburg. We have reviewed the scope of work required for your projects, and we are committed to perform and complete the professional services and specific tasks required by the City in connection with the assigned projects. The engineers and support staff that will be assigned to these projects have completed many similar projects here in the Rio Grande Valley.

Finally, CRUZ-HOGAN *Consultants, Inc.* can provide the City of Edinburg with a number of advantages, which we believe to be desirable:

- Local firm with extensive experience in providing Professional Engineering Services to local City governments
- Engineering firm specializing ***only*** in public works projects
- Recent and successful completion of many roadway, water, wastewater, storm sewer, traffic, and transportation engineering for Cities, Municipalities, and Communities located in the Rio Grande Valley Area
- We have the ***Engineering and Support Staff*** immediately available for this assignment.

I certify that **two (2) Addenda were received,** and consideration of their content has been included in this Request for Qualifications. The information contained in this Statement of Qualifications is complete and accurate, and as such, we hereby provide permission for the City of Edinburg and its representatives to contact existing and previous clients of our firm and our consultant team members for the purpose of determining performance.

We appreciate this opportunity to present this Statement to you and sincerely hope that you will select us to perform these services for the City of Edinburg. Should you have any questions, I, President of Cruz-Hogan Consultants, Inc., will be the main point of contact for this RFQ:

Orlando S. Cruz, P.E., President
605 E. Violet Ave., Suite 1
McAllen, Texas 78504
Office: (956) 682-5022
Mobile: (956) 639-7770
E-mail: orlando@cruzhogan.net

Respectfully submitted,

CRUZ-HOGAN *Consultants, Inc.*

Orlando S. Cruz, P.E.
President

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Section I: Firm Qualifications & Experience

Firm Introduction

CRUZ-HOGAN has an **intimate regional presence** in this area. We have assisted many cities and communities with planning, design, and construction phase services over the last 35 years. Our firm specializes in providing municipal public works type consulting engineering services to cities and other public entities. In conjunction with its predecessor firm, CEC Consulting Engineers, Inc., our firm has been in business continually since 1988 and currently has a staff of over 12 employees, including associates. The office that will be working closely with you is our office located in **McAllen, Texas.** Our firm's principals have been active in the private consulting sector for many years, collectively, providing services to clients in South Texas and surrounding areas and completing some 600 public works-type projects.

CRUZ-HOGAN has extensive experience in the following areas:

- **Water Distribution Projects**
- **Wastewater Collection Projects**
- **Water and Wastewater Treatment Plant Projects**
- **Sanitary Sewer Lift Station Projects**
- **Flood and Storm Drainage Projects**
- **Federal, State, and County Funded Projects**
- **Flood Control Projects**
- **Roadway, Bridge, and General Design and Construction**
- **Providing General Engineering Services to Local Governments**
- **GIS Mapping**

The basic principle of our firm's formation and practice is to provide complete technical and personal service to our clients and to complete projects on time and within the budgets. We herewith commit our firm to have a principal in charge of all work performed for you and to have a principal present; specifically, **Mr. Orlando Cruz, P.E.,** whenever humanly possible, at all major presentations, contract negotiations, bid openings, and other important meetings where our projects are involved.

CRUZ-HOGAN provides consulting engineering for clients with projects ranging in size from small to complex, in both natural and built environments. The firm is an organization of professional consulting engineers and engineering planners with over **100** years of combined engineering experience.

Office Number: (956) 682-5022 | Mobile Number: (956) 639-7770 | Email: orlando@cruzhogan.net

Office Locations

2290 W. Pike Blvd., Ste. 102
Weslaco, Texas 78596
Phone: (956) 854-4227

605 E. Violet Ave., Ste. 1
McAllen, Texas 78504
Phone: (956) 682-5022

1204 N. 7th Street, Ste. B
Harlingen, Texas 78550
Phone: (956) 425-8968

Experience in Planning, Design, and Public Works Development

During the past 35 years, the personnel of **CRUZ-HOGAN** has been involved in many comprehensive development studies that have included various planning and design elements such as population projections, land-use, thoroughfares, landfills, waterworks and sanitary sewerage systems, storm drainage, central business district, parks and recreation, zoning, subdivision regulation review, and others. We have completed planning and design projects for many cities in Texas including Alamo, Alton, Brownsville, Raymondville, Edcouch, Weslaco, San Benito, San Juan, Port Isabel, Lyford, Pharr, Mercedes, Harlingen, McAllen, Town of Laguna Vista, Town of Indian Lake, South Padre Island, Cameron County, Willacy County, Hidalgo County, and others.

CRUZ-HOGAN has the expertise, diversity, knowledge, and experience needed to handle public improvement projects. Our team has successfully completed numerous public improvement projects; therefore, our team is aware and up to date on the latest ordinances, standards, codes, regulations and requirements that are critical to a project's success.

CRUZ-HOGAN has the ability, due to the size of our current workforce, to easily schedule and accommodate any project into our current workload.

Familiarity with State and Federal Regulations

CRUZ-HOGAN has the expertise, diversity, knowledge, and experience needed to handle public improvement projects. Our team has successfully completed numerous public improvement projects; therefore, our team is aware and up to date on the latest ordinances, standards, codes, regulations and requirements that are critical to a project's success.

We are well acquainted with most of the State and federal regulations, including those of the Texas Department of Transportation, **TXDOT** the Texas Department of Commerce, the Texas Water Development Board (TWDB), the Metropolitan Planning Organization (MPO), the Texas Commission on Environmental Quality (TCEQ), the State Board of Insurance, the Texas Commission of Fire Protection, the Fire Prevention and Engineering Bureau, the

Environmental Protection Agency, the U.S. Army Corps of Engineers, and the Department of Housing and Urban Development.

Familiarity with Funding Programs

CRUZ-HOGAN *Consultants, Inc.* is fully aware that a successful project not only relies on technical expertise but also engineers that have a thorough understanding of the funding mechanisms for each project. Our team has been involved with projects that have been funded through city bond elections, Texas Water Development Board, Federal Highway Administration funding, Hurricane Relief funding, Texas Department of Transportation Funding (categorical), FEMA funding, Private Development Funding, Pass-Through (Comprehensive Development Agreement) funding, and Community Block Grant Development funding.

As part of our services, CRUZ-HOGAN has assisted and prepared applications, exhibits, and cost estimates for obtaining funds or providing compliance with these funding programs.

Ability to Meet Schedules & Deadlines

Our firm's mission is uniquely situated to meet the needs of any project from inception to completion. With our extensively combined experience over multiple civil engineering disciplines, we are confident in our ability to provide you with a project that meets your specific requirements while also being cost effective, efficiently constructed, and easily maintained after completion. Our team is available to commence services immediately upon issuance of a notice to proceed from the Owner.

CRUZ-HOGAN's approach of designing the project for not only the needs of the client, but also from the perspective of the contractor, allows for transparent bids, less change orders, and shorter construction times. Finally, we also maintain great working relationships with professionals from other engineering disciplines to provide additional services if your project requires.

Current Workload Availability

CRUZ-HOGAN *Consultants, Inc.* currently has sufficient engineering and technical staff, resources, and capabilities to immediately commence and complete any and all work assignments. Our firm offers ***4 Registered Licensed Professional Engineers*** (PEs) and ***three offices*** here in the Rio Grande Valley and offers the flexibility to immediately respond to any project whether small, large, or on a part time bases for smaller assignments.

We are hereby committed and have the ability to commence services immediately after successfully negotiating a contract for engineering services.

Section II: Team Member Qualifications & Experience

Principal's & Engineering Staff

Full-service planning and design are the major benefit offered to the Client. The firm has on staff the qualified personnel to lead the overall management and coordination for the Client's projects, including preliminary studies, inventory and data collection, project design and reviews, local coordination, and contacts, if required, with the applicable State and Federal agencies. Our firm currently has a staff of over 12 employees, including associates.

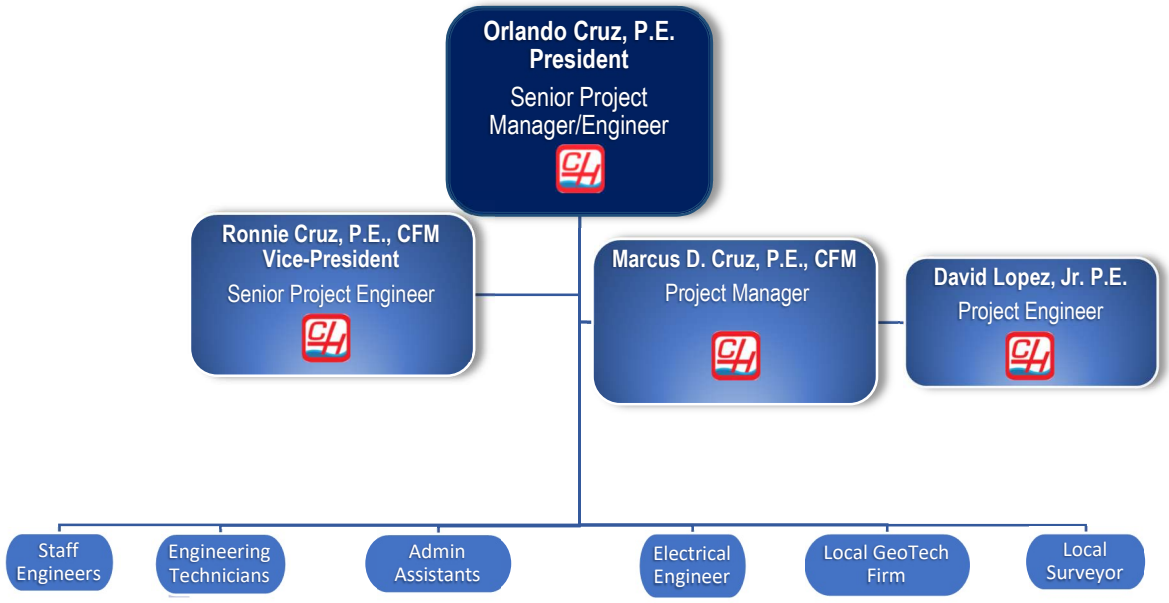
Orlando S. Cruz, P.E., President, has been active in private consulting engineering and planning for many years. He is manager of the Weslaco & McAllen Offices and has been in charge of the design and development of numerous projects throughout the Rio Grande Valley and South Texas.

Ronnie Cruz, P.E., CFM, Vice-President, is a principal and co-manager of the McAllen office. He has managed and designed many public works projects in the South Texas area.

Marcus Cruz, P.E., CFM, is currently working as a project manager for on-going waterworks projects and other public works. He is manager of the Harlingen Office and has been in charge of the design and development of numerous projects throughout the Rio Grande Valley and South Texas.

David Lopez, Jr., P.E., is currently working as a project engineer for on-going waterworks projects and other public works. He has served as a designer, project engineer, and project manager for numerous design and construction projects in Texas.

Organizational Chart



Key Personnel Resumes

ORLANDO S. CRUZ, P.E.
President

EDUCATION:

Bachelor of Science in Civil Engineering
University of Texas at Austin, 1979

REGISTRATION:

Registered Professional Engineer
State of Texas License No. 55740

PROFESSIONAL ACTIVITIES:

American Waterworks Association- Member

CAREER HISTORY:

1986 - Present
Cruz-Hogan Consultants,
McAllen, Weslaco, & Harlingen, Texas
President

1984 - 1986
O.R. Consulting Engineers,
Harlingen, Texas
Partner

1979 - 1984
J.A. Jones, Dallas, Texas
Design Engineer

AREAS OF EXPERTISE:

- Civil Engineering
- Storm Drainage
- Highway and Street Design
- Water and Wastewater Systems
- Water and Wastewater Treatment

Mr. Cruz is President of Cruz-Hogan Consultants, Inc. He has a vast experience in and has worked on a variety of civil engineering and related projects. He has also designed and supervised the construction of storm drainage, street pavement, water and sanitary sewer projects, and served as chief designer and project engineer for numerous projects located in South Texas. Mr. Cruz will assure the client that a high level of resources and technical expertise is maintained to ensure schedule conformance and adherence to project budget. Mr. Cruz will be available for immediate response to the client's needs at any time.

SUMMARY OF RELATED EXPERIENCE:

- 3.5 MGD Water Treatment Plant Expansion Project and Wastewater Collection System Improvements Projects; Water and Wastewater Master Plan Study, City of San Juan
- Master Planning of Water Supply, Treatment and Storage Facilities, City of San Benito
- Waterworks Planning Study, City of Alamo
- Water Transmission Main Project (16" and 20" Mains), City of Harlingen Waterworks System
- Water and Sewer line Extension Project (5 Miles), City of San Benito
- Street Improvements Projects, Cities of Harlingen, San Benito, Port Isabel, Santa Rosa
- Storm Sewer Projects, Cities of San Benito, Harlingen and Port Isabel
- Water and Sewer Colonia Project, City of Falfurrias and Brooks County
- Water Plant Expansion Project, Olmito Water Supply Corporation
- Water Plant Rehabilitation Project Including High Service Pumping and Ground Storage, City of San Benito
- Master Water and Wastewater Facilities Study and Implementation, El Jardin WSC
- New 5.50 MGD Water Treatment Plant (Consultant to Prime), City of Alamo
- New Water and Wastewater Facilities For City of San Benito
    - 6.0 MGD Water Plant
    - 2.5 MGD Sewer Plant
    - 1.0 MGD Elevated Storage
- New Sludge Dewatering Facilities, City of San Juan
- New 1.25 MGD Wastewater Treatment Plant, Olmito Water Supply Corporation
- Renovations and Improvements to Existing Wastewater Treatment Plant, City of San Juan

RONNIE CRUZ, P.E., CFM
Vice-President

EDUCATION:

Bachelor of Science in Civil Engineering
University of Texas at Austin

REGISTRATION:

Registered Professional Engineer
State of Texas License No. 55459

Certified Floodplain Manager Certification No. 2267-12N

PROFESSIONAL ACTIVITIES:

McAllen Chamber of Commerce

McAllen Housing Authority – Board Chairman

CAREER HISTORY:

2003 - Present
Cruz-Hogan Consultants, Inc.
McAllen, Texas
Vice-President

1988 - 2003
CEC Consulting Engineers, Inc.
McAllen, Texas

1985 - 1988
Triad Engineering
McAllen, Texas

1980 - 1985
Texas Department of Transportation
Corpus Christi, Texas

AREAS OF EXPERTISE:
- Civil Engineering
- Highway and Street Design
- Drainage Design
- Utility Design
- Engineering Planning Studies
- Construction Development

Mr. Cruz has over 30 years in experience in the design of street and drainage plans, and water and sewer line projects. Experience prior to joining the firm includes 5 years with the Texas Department of Highways as a design and project Engineer. He designed and oversaw the construction of several street and drainage projects in the Corpus Christi area. Subsequent experience includes being City Engineer for several cities and providing required City Engineering Services. Mr. Cruz was City Engineer for the City of Alamo for 9 ½ years. His responsibilities were to advise the City on engineering issues, to design and manage projects including sewer infrastructure and roads in conjunction with TXDoT. Most recently, he had been serving as City Engineer for the City of San Juan for the last 8 years. His experience also includes the planning and design of streets and utilities for various Cities throughout the Valley and knowledge of projects involving large sewer lines while working for the McAllen Public Utility. Other experience includes streets and drainage, sewer, water, etc., for the Cities of McAllen, Alamo, San Benito, Weslaco, Donna, Falfurrias, San Juan and Harlingen.

SUMMARY OF RELATED EXPERIENCE:

- City of San Juan, TX – 3.5 MGD Water Treatment Plant Expansion Project and Wastewater Collection System Improvements Projects; Water and Wastewater Master Plan Study
- 5 MG Water Treatment Plant, City of Alamo
- 1 MG Water Ground Storage Tank, City of Alamo
- Master Planning for the Cities of Schulenburg, La Grange, Alamo, and San Juan
- Waterworks Planning for the Cities of Alamo and San Juan
- 42” Sewer line Transmission, McAllen Public Utility
- Storm Sewer Projects for the Cities of McAllen, San Juan, Alamo, and Pharr
- Water line Improvements for the Cities of Alamo, San Juan, & Weslaco, and McAllen Public Utility
- 24” Sewer Line Transmission for McAllen Public Utility
- Lift Station Design for McAllen Public Utility, Cities of Alamo and San Juan
- Street Improvements Project for the Cities of San Juan, Pharr, and Alamo

MARCUS CRUZ, P.E., CFM
Project Manager

EDUCATION:

Bachelor of Science in
Civil & Environmental Engineering
University of Texas – San Antonio 2008-2011

Water Treatment Program Certification - Post Graduate
ASCE – Advanced Education
American Society of Civil Engineers
2020-2022

REGISTRATION:

Registered Professional Engineer
State of Texas License No. 126718

Certified Floodplain Manager Certification No. 2266-12N

PROFESSIONAL ACTIVITIES:

City of Harlingen:
Planning and Zoning Board

ASCE RGV Chapter:
Officer 2021- Present

TSPE (Texas Society of Professionals Engineers) RGV Chapter:
Officer 2021- Present

CAREER HISTORY:
Cruz-Hogan Consultants, Inc.
Project Manager
April 2012 – Present

San Antonio Water Systems:
Engineering Intern
January – December 2011

AREAS OF EXPERTISE:
- Civil Engineering
- Water Resources
- Storm Drainage
- Hydrology & Hydraulics

Mr. Cruz is currently serving as a Project Manager for our local Harlingen office and has over 13 years of engineering experience specializing in water resources. During his time there he wore many hats and took on many roles including cost estimator, field inspection engineer, CAD specialist, and project management. Mr. Cruz's duties included providing engineering and technical support to on-site projects, expediting field changes, performing QA/QC inspections, keeping RFI & Submittal logs, reviewing and processing pay applications and certified payrolls, and conducting monthly status reports. He began his career as an E.I.T and Resident Engineer for numerous civil engineering projects and now designs and manages projects in the South Texas area. Mr. Cruz is experienced in the study, design, and construction of water source, transmission, distribution, wastewater collection systems, streets & drainage, and capital improvements including the following projects:

SUMMARY OF RELATED EXPERIENCE:

- Olmito Water Supply Corp –2022 New 1.25 MGD Wastewater Treatment Plant
- Olmito Water Supply Corp –2021 CDBG Water Utility Improvements
- City of Weslaco, TX –2022 Regional Detention Facility Pleasant View Rd
- City of Weslaco, TX –2022 Regional Detention Facility Cleckler Elem.
- City of Weslaco, TX –2021 Urban County Program – Water/Sewer Improvements
- City of Weslaco, TX –2022 Police Department New Gun Range
- City of San Juan, TX – 2020 New WWTP Dewatering Facility
- City of San Juan, TX – 2022 Renovation to Lift Station No. 13 with New Odor Control and Force Main
- City of Alamo, TX –2022 Master Planning Water System Hydraulic Modeling
- City of San Juan, TX – 2022 7.5 MGD WTP Project Expansion and Rehab
- Town of Indian Lake – 2019 CDBG Street Improvements
- Town of Indian Lake – 2020CDBG Street Improvements

DAVID LOPEZ, JR., P.E.
Project Engineer

EDUCATION:

Bachelor of Science in Civil Engineering
University of Texas – Pan American, 2014

REGISTRATION:

Registered Professional Engineer
State of Texas License No. 140081

CAREER HISTORY:

January 2020 – Present
Cruz-Hogan Consultants, Inc.
McAllen, Texas
Project Engineer

2014 – 2019
Lockwood, Andrews & Newnam, Inc. (LAN)
Corpus Christi, Texas
Engineer III

2014
VCC, LLC
McAllen, Texas
Assistant Project Manager

AREAS OF EXPERTISE:

- Civil Engineering
- Land Development
- Water Resources
- H&H Modeling

Mr. Lopez has more than 10 years of engineering experience and has served as a designer, project engineer, and project manager for numerous design and construction projects in Texas both as a consultant and as a public employee augment staff. He has worked with many municipalities, ports, and other local entities. His background includes design and construction management of various projects that includes sewer rehabilitation, roads and streetscape projects, drainage improvements, water distribution and treatment, and wastewater treatment improvements projects.

Mr. Lopez is currently serving as Project Engineer. Primary responsibilities include design and construction management of Projects such as: street, drainage, water and sewer utilities, water treatment plant facilities, and other miscellaneous public works projects. Other responsibilities include: providing engineering and technical support to on-site projects, expediting field changes, performing QA/QC inspections, keeping RFI & Submittal logs, reviewing and processing pay applications and certified payrolls, and conducting monthly status meetings.

SUMMARY OF RELATED EXPERIENCE:

- Construct Inspection City's Staff Augment – City of Corpus Christi
- PCCA LaQuinta Terminal Cargo Yard – Port of Corpus Christi, Corpus Christi, Texas
- Ayers Street Pedestrian Improvements – City of Corpus Christi
- Greenwood WWTP Improvements to UV System – City of Corpus Christi
- Stormwater Quality Improvements – Bulk Terminal Phase 1 – Port of Corpus Christi, Corpus Christi, Texas
- IDIQ Major Ditch Improvements – City of Corpus Christi
- Taxiway E Widening – Laredo International Airport, Laredo, Texas
- Wastewater Effluent Reuse Feasibility Assessment—City of Corpus Christi, Texas
- Greenwood WWTP Flood Mitigation – City of Corpus Christi
- Bill Witt Park Irrigation Design – City of Corpus Christi, Texas
- XOM Project Yosemite – Drainage Study – Exxon Mobil, Gregory, Texas
- Waterline Pipeline Project-2015 – Dallas Water Utilities, Dallas, Texas
- Sand Dollar Pump Station Feasibility Assessment – City of Corpus Christi, Texas

Section III: References & Project Experience

CRUZ-HOGAN provides consulting engineering for clients with projects ranging in size from small to complex, in both natural and built environments. CRUZ-HOGAN has extensive capabilities in public works projects including roadway and drainage improvements design and planning. Our Firm has worked on numerous projects for several Cities, Towns, and Counties, including the **City of Edinburg**. The following are recent relevant projects in which our firm provided planning, engineering design, and construction administration for the city. See attachment **(Table 1A ,1B 1C)** for entire listing of recent related projects.

City of Edinburg - Projects

REHABILITATION OF EXISTING CLARIFIERS – WTP No.1

PROJECT
Rehab of Existing Clarifiers Downtown Water Treatment Plant

CONSTRUCTION COST AMOUNT
$ 685,000.00

FUNDING SOURCE
TWDB Texas Water Development Board

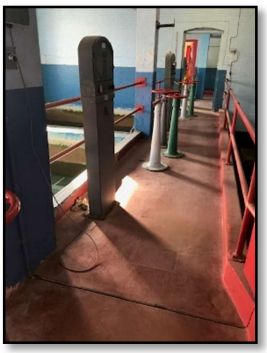
CONTRACT STATUS
Design Complete
Pending approval from TWDB

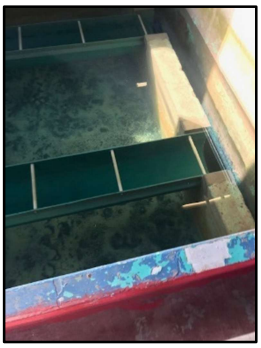
REHABILITATION OF EXISTING FILTERS – WTP No.1

PROJECT
Rehab of Existing Filters

COST AMOUNT
$ 285,000.00
FUNDING SOURCE
TWDB

CONTRACT STATUS
Completed Summer 2023





Public Works Projects

Name of Project: Highway 281 & FM 88 – 2018 Bond Referendum Project No. 14.
Owner: HCDD No.1, - General Manager
Raul Sesin, P.E., Ph: (956) 681-1150
Contractor: GO Underground, LLC
Total Project Cost: $679,820.00
Contract Status: 90% Complete
Funding Source: BOND 2018
Note: Coordination with TXDot with permitting crossing.

Name of Project: City of McAllen - Lateral Channel Drainage Improvement Project
Owner: City of McAllen – City Engineer
Rene Gonzalez, P.E., Ph: (956) 681-1150
Contractor: GO Underground, LLC
Total Project Cost Phase 1: $4,129,726.00
Total Project Cost Phase 2: $1,219,762.80
Estimated Project Cost Phase 3: $1,435,219.00
Date of Completion: Phase 1 Completed
Phase 2 - 80% Design,
Phase 3 - (Planning)0% Design
Funding Source: CIP (Capital Improvements Program)

Note: Project consisted with coordination with TXDoT with permitting crossing and cost sharing with the City of McAllen.

Name of Project: Dove Ave. from N. 10th St. to N. 2nd St. Drainage Improvements
Owner: City of McAllen – City Engineer
Rene Gonzalez, P.E., Ph: (956) 681-1150
Contractor: RDH Site & Concrete, LLC
Total Project Cost: $3,258,584.74
Contract Completion: 02/08/2024
Funding Source:(CIP) Capital Improvements Program

Note: Project consisted with coordination with TXDoT with permitting crossing and cost sharing with the City of McAllen.

Water Infrastructure Projects

CITY OF LYFORD – USDA (RU)
1.5 MGD WATER TREATMENT EXPANSION PLANT PROJECT

PROJECT

Water Treatment Plant Rehabilitation System and Expansion Project

CLIENT

City of Lyford

Lyford, Texas

CONSTRUCTION CONTRACT AMOUNT

$ 4,430,000.00

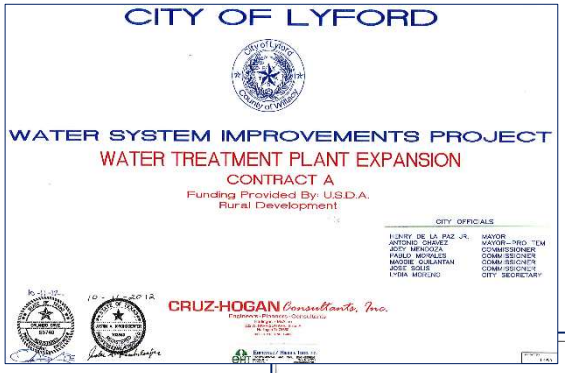
FUNDING SOURCE

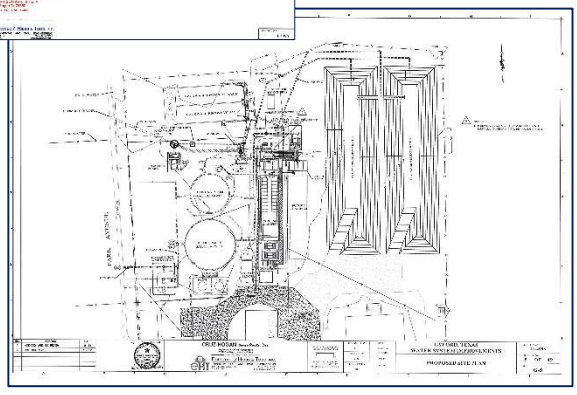
USDA Rural Development

CONTRACT STATUS

Completed January 2015

Note: *Project included raw water/ transmission main bring along Business 77and Rual FM Roads. Included coordination with TxDot. Required permitting, coordination, and full-time project inspection.*





Water Infrastructure Projects

OLMITO WATER SUPPLY CO. – USDA
1.0 MGD WATER TREATMENT EXPANSION PLANT PROJECT

PROJECT
1.0 MGD Water Treatment Plant Rehabilitation and Expansion Project

CLIENT
Olmito Water Supply Corporation
Olmito, Texas

CONSTRUCTION COST AMOUNT
$ 16,000,000.00

FUNDING SOURCE
USDA Rural Development

CONTRACT STATUS

Completed in 2012

Water Infrastructure Projects

CITY OF ALAMO – TWDB - DWSRF
5.0 MGD WATER TREATMENT PLANT PROJECT

PROJECT

5.0 MGD Water Treatment Plant Project

CLIENT

City of Alamo
Alamo, Texas

FUNDING SOURCE

TWDB *DWSRF*

CONSTRUCTION CONTRACT AMOUNT

$ 5,300,000.00

CONTRACT STATUS

Completed 2001

Wastewater Infrastructure Projects

CITY OF SAN JUAN – TWDB (CWSRF)
REHABILITATION OF EXISTING WWTP

PROJECT
Rehabilitation of Existing Wastewater Treatment Plant

CLIENT
City of San Juan
San Juan, Texas

ESTIMATED CONSTRUCTION CONTRACT AMOUNT
$ 8,500,000.00

FUNDING SOURCE
Texas Water Development Board
Clean Water State Revolving Fund
(CWSRF Program)

SCOPE
New UV Disinfection Process
New Master Lift Station
Rehab of Headworks, Blower System, Aeration System VFD, Thickener & Grit Systems

CONTRACT STATUS

Design Completed August 2022
PENDING TWDB Approval for Construction

Wastewater Infrastructure Projects

CITY OF SAN JUAN – TWDB (CWSRF)
LIFT STATION No.13 REHAB & IMPROVEMENTS PHASE 1

PROJECT
Lift Station No. 13 Rehab & Improvements

CLIENT
City of San Juan
San Juan, Texas

ESTIMATED CONSTRUCTION CONTRACT AMOUNT
$ 1,700,000.00

FUNDING SOURCE

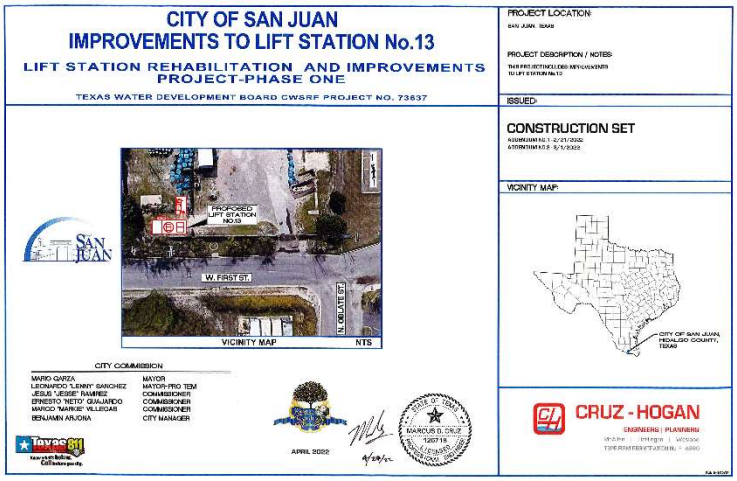
Texas Water Development Board
Clean Water State Revolving Fund
(CWSRF Program)

SCOPE
Implementation of New Tri-Plex LS with Odor Control and VFD Operation
6,000 LF 8" Force Main

CONTRACT STATUS

Construction: 100 %

Note: *Project included Force main bring under Business 83. Included extensive coordination with TxDot and their existing drainage system. Required permitting, coordination, and full-time project inspection.*



Wastewater Infrastructure Projects

CITY OF SAN JUAN – TWDB (CWSRF)

WWTP SLUDGE MANAGEMENT & DEWATERING FACILITES IMPROVEMENTS

PROJECT
Rehabilitation of Existing Wastewater Treatment Plant

CLIENT
City of San Juan
San Juan, Texas

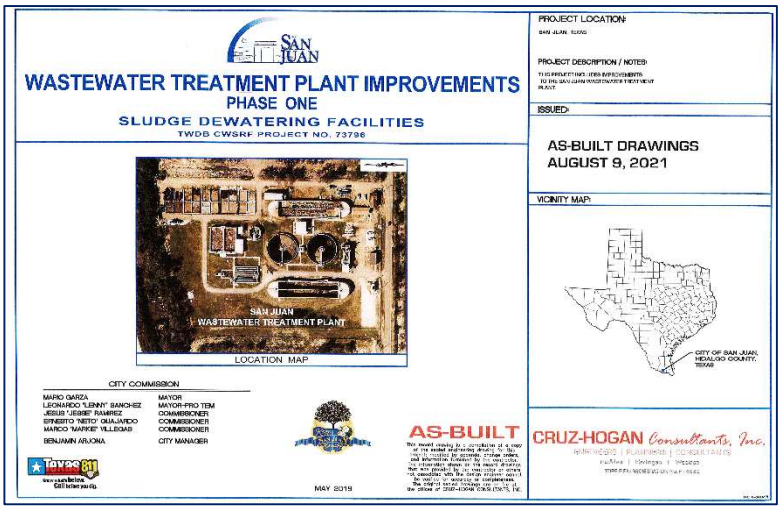
ESTIMATED CONSTRUCTION CONTRACT AMOUNT
$ 2,500,000.00

FUNDING SOURCE
Texas Water Development Board
Clean Water State Revolving Fund
(CWSRF Program)

SCOPE
Implementation of Mechanical Dewatering System and Facility Building

CONTRACT STATUS

Completed Dec 2021



Wastewater Infrastructure Projects

OLMITO WATER SUPPLY COMPANY. – USDA (RU)
1.25 MGD WWTP PROJECT

PROJECT
New 1.25 MGD Wastewater Treatment Plant Project

CLIENT
Olmito Water Supply Corporation
Olmito, Texas

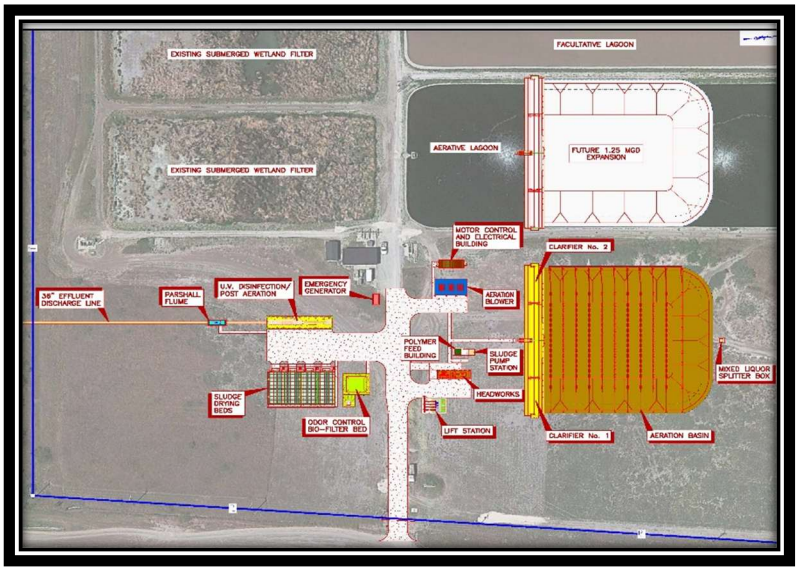
CONSTRUCTION CONTRACT AMOUNT
$ 10,225,000.00

FUNDING SOURCE
USDA – Rual Utilities Program
70% Grant Awarded

CONTRACT STATUS

Under Construction – 85% Completed

"A new and innovative approach to treating wastewater. The use of Biolac Treatment Process will enable OWSC to provide cost effective treatment and efficient solutions to their operations"



Wastewater Infrastructure Projects

HARLINGEN WATER WORKS SYSTEM (HWWS)
PROCESS DESIGN ANALYSIS FOR NEW 10.0 MGD WWTP

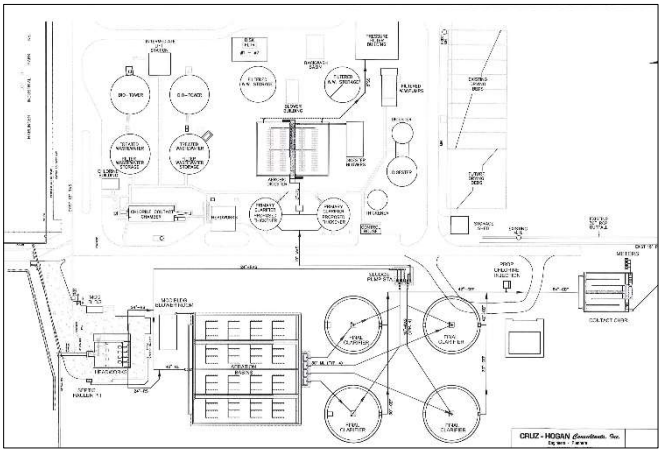
PROJECT
Process Design for
New 10.0 MGD Wastewater
Treatment Plant

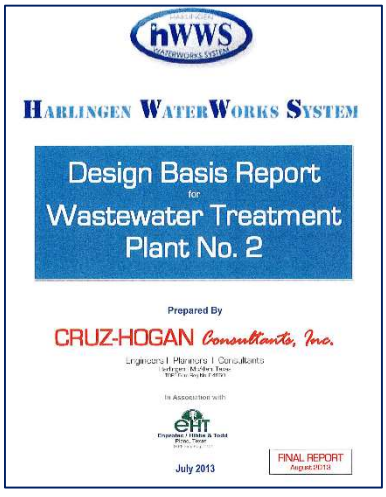
CLIENT
City of Harlingen Waterworks
System
Harlingen, Texas

CONSTRUCTION CONTRACT AMOUNT
$35,250,000.00
HWWS "In House Project"

SCOPE
Process Design
Hydraulic Design
Process Design Alternatives
Sludge Management
Alternatives

DESIGN STATUS
Completed 2013





Wastewater Infrastructure Projects

CITY OF SAN BENITO
5.0 MGD WASTEWATER TREATMENT PLANT PROJECT

PROJECT
New 3.75 MGD Wastewater Treatment Plant

CLIENT
City of San Benito
San Benito, Texas

CONSTRUCTION CONTRACT AMOUNT
$ 11,500,000.00

FUNDING SOURCE
North American Development Bank
Border Environment Cooperation Commission
TWDB

CONTRACT STATUS
Completed May 2007 & 2009

Table 1C – Water and Wastewater Improvement Projects in Hidalgo & Brooks Counties

PROJECT NAME AND LOCATION	FIRM'S ROLE AND RESPONSIBILITY	CURRENT OR FINAL CONSTRUCTION AMOUNT	ACTUAL/ PROJECTED COMPLETION DATE
City of San Juan – Lift Station No. 6 Improvements Project – Phase I (Temporary Upgrade) (San Juan, Texas)	Planning, Engineering Design and Construction Administration	$108,700.00	Design Phase
City of Alamo – Water and Wastewater Master Plan Studies (Alamo, Texas)	Planning	Fee: $130,000.00	December 2022
City of Edinburg – Rehabilitation of Two Existing Clarifiers at Downtown Water Treatment Plant (Edinburg, Texas)	Planning, Engineering Design and Construction Administration	$1,120,000.00	Planning Phase
City of Alamo – Water Treatment Plant Improvements Project, Phase I (Alamo, Texas)	Planning, Engineering Design and Construction Administration	$360,000.00	Design Phase
City of San Juan – Rehabilitation of Existing 4.0 MGD Wastewater Treatment Plant (CWSRF No. 73796-Phase II) Texas Water Development Board – CWSRF Program (San Juan, Texas)	Planning, Engineering Design and Construction Administration	$8,000,000.00	Pending Construction Contract
McAllen Public Utility – Lark Avenue Sanitary Sewer Improvements (McAllen, Texas) **TXDOT Coordination**	Planning, Engineering Design and Construction Administration	$2,145,000.00	Design Complete
City of San Juan – Water Treatment Plant No. 2 Raw Water Reservoir Improvements (DWSRF No. 12318) Texas Water Development Board – DWSRF Program (San Juan, Texas)	Planning, Engineering Design and Construction Administration	$6,450,000.00	Design Complete
Hidalgo County Urban County Program – City of Alamo –Water & Sewer Improvements (Alamo, Texas) **TXDOT Coordination**	Planning, Engineering Design and Construction Administration	$260,000.00	Construction Phase
City of San Juan – Lift Station No. 13 Improvements Project (CWSRF No. 73637) Texas Water Development Board – CWSRF Program (San Juan, Texas) **TXDOT with Permitting**	Planning, Engineering Design and Construction Administration	$1,950,000.00	Construction Phase
City of Edinburg – Replacement of 2 Filter Under Drains at the Downtown Water Plant (Edinburg, Texas)	Planning, Engineering Design and Construction Administration	$212,000.00	June 2022
Hidalgo County Urban County Program – City of Weslaco – 2019 Water & Sewer Improvements (Weslaco, Texas) **TXDOT Coordination**	Planning, Engineering Design and Construction Administration	$260,000.00	May 2022
City of Falfurrias – Wastewater Treatment Plant Improvements Project TDA – Texas Community Development Block Grant Project No. 7219140 (Falfurrias, Texas – Brooks County)	Planning, Engineering Design and Construction Administration	$640,000.00	December 2021
City of San Juan – Wastewater Treatment Plant Improvements – Sludge Dewatering Facilities (CWSRF No. 73796-Phase I) Texas Water Development Board – CWSRF Program (San Juan, Texas)	Planning, Engineering Design and Construction Administration	$1,053,000.00	March 2021
Hidalgo County Urban County Program - City of Weslaco – 2017/2018 Water & Sewer Improvements (Weslaco, Texas)	Planning, Engineering Design and Construction Administration	$470,000.00	December 2019

PROJECT NAME AND LOCATION	FIRM'S ROLE AND RESPONSIBILITY	CURRENT OR FINAL CONSTRUCTION AMOUNT	ACTUAL/ PROJECTED COMPLETION DATE
City of Alamo – Water and Sewer Line Improvements along Crockett Ave. (Alamo, Texas)	Planning, Engineering Design and Construction Administration	$400,000.00	September 2019
City of San Juan – Sanitary Sewer Improvements – First Time Connections Texas Water Development Board – CWSRF Program (San Juan, Texas)	Planning, Engineering Design and Construction Administration	$1,430,000.00	February 2019
City of Mercedes – Crown Haven Subdivision (Water and Wastewater) Affordable Homes of South Texas, Inc. (Mercedes, Texas)	Planning, Engineering Design and Construction Administration	$200,000.00	January 2019
City of Alamo – Water & Sewer Adjustments & Relocations on FM 907 (North Alamo Road) (Alamo, Texas)	Planning, Engineering Design and Construction Administration	$450,000.00	December 2018
City of San Juan –Water Treatment Plant No. 2 Expansion& Rehabilitation Project Texas Water Development Board – DWSRF Program (San Juan, Texas)	Planning, Engineering Design and Construction Administration	$8,500,000.00	November 2018
Urban County Program - City of Weslaco – 2016Waterline Improvements Phase 2 Project (Weslaco, Texas)	Planning, Engineering Design and Construction Administration	$225,000.00	2018
City of McAllen – The Villas at La Vista Subdivision (Water, Wastewater, Street & Drainage) Affordable Homes of South Texas, Inc. (McAllen, Texas)	Planning, Engineering Design and Construction Administration	$250,000.00	2017
McAllen Public Utility- "K" Center Street Sewer & Waterline Improvements (McAllen, Texas)	Planning, Engineering Design and Construction Administration	$3,700,000.00	2017
Urban County Program - City of Weslaco – Waterline Improvements Project, Phase 1 (Weslaco, Texas)	Planning, Engineering Design and Construction Administration	$277,270.00	2017
City of Donna – Wastewater Master Plan Study (Donna, Texas – Hidalgo County)	Planning	Fee: $65,000.00	2016
City of Donna – FM 493 Utility Adjustments (Waterlines) (Donna, Texas)	Planning, Engineering Design and Construction Administration	$1,100,000.00	2015
City of Donna – FM 493 Utility Adjustments (Sanitary Sewer & Force Main) Texas Department of Transportation (Donna, Texas)	Planning, Engineering Design and Construction Administration	$3,300,000.00	2015
City of San Juan - Sgt. Treviño Reservoir to Water Treatment Plant No. 2 16" Raw Water Reservoir Transfer Line (San Juan, Texas)	Planning, Engineering Design and Construction Administration	$1,900,000.00	2015
City of San Juan -Construction of Water & Sanitary Sewer Lines Along North Side of US Expressway 83 (San Juan, Texas)	Planning, Engineering Design and Construction Administration	$520,000.00	2015

Section IV: Client References

The following is reference and client contact information for representative projects that have been recently completed by our firm or are underway.

Client	Contact Person	Projects
Town of Indian Lake 62 S. Aztec Cove Dr. Los Fresnos, Texas 78566	Mayor James Chambers (956) 233-4021 mayor@townofindianlake.com	• Roadway & Street Improvements • Storm Drainage Improvements
City of McAllen Public Utility 1300 Houston Ave. McAllen, Texas 78501	Marco A. Vega, P.E. General Manager (956) 681-1630 mvega@mcallen.net	• Water Distribution Improvements • Sewer Collection System Improvements • Lift Station Improvements
City of Alamo 420 N. Tower Rd. Pharr, Texas 78516	Robert Salinas City Manager (956) 787-0006 bsalinas@alamotexas.org	• Roadway & Street Improvements • Water Distribution Improvements • Storm Drainage Improvements
City of San Juan 512 S. Nebraska Ave. San Juan, Texas 78589	Benjamin Arjona City Manager (956) 223-2200 barjona@sjtx.us	• Water Treatment Plant Expansion • Master Lift Station Improvements • Roadway Improvements • Water, Wastewater, & Storm Drainage Master Plans • City Engineering Services
City of Weslaco 255 S. Kansas Ave. Weslaco, Texas 78596	Martin Garza City Manager (956) 968-3181 mgarza@weslacotx.gov	• Water Distribution Improvements • Roadway & Street Improvements • Storm Drainage Improvements

Additional Services

CRUZ-HOGAN *Consultants, Inc.* has the ability to perform the following services for Hidalgo County:

- Utility Adjustments
- Surveying
- Pre-Design
- Roadway Design
- Drainage Design
- Plans and Specifications
- Plans, Drawings, and Specifications
- Design for New Construction
- Cost Estimating
- Excavations and Trenches
- Pavements
- Water and Waste Retention/Disposal
- Parking Lot Improvements
- Environmental Regulatory Services
- Environmental Investigations

Sub-Consultants

CRUZ-HOGAN *Consultants, Inc.* has the necessary staff to perform the work required on most projects. However, our Firm must rely on sub-consultants where specific higher technical expertise is required.

The following is a list of proposed sub-consultants classified by their discipline. Service assignments will be based on the sub-consultant's availability, current workload, and schedules.

Surveying Services

CVQ Land Surveyors – McAllen
Robles & Associates PLLC – Weslaco
Aranda & Associates, Inc. – McAllen

Geotechnical and Testing Services

Millennium Engineers Group, Inc. – Pharr
Raba-Kistner Consultants, Inc. – Pharr
Terracon Consultants, Inc. – Pharr

Section V: Management & Organizational Approach

Understanding of the Project

CRUZ-HOGAN *Consultants, Inc.* is pleased to submit our Statement of Qualifications to the **City of Edinburg** on our expression of sincere interest in providing Professional Engineering Services.

CRUZ-HOGAN is one of the most trusted firms in the Rio Grande Valley & South Texas and have foundational experience by providing long-term and practical projects. This is encompassed by maintaining project budgeting and construction feasibility throughout all design phases including fulfilling project milestones on time and under budget. Our local regional presence provides the understanding and needs for our local communities, and gears our firm towards the utmost diligence to our local partners and communities.

Our firm has a full understanding of the **City of Edinburg** project needs and concerns. Our Engineers have provided professional engineering services to the city over many years. Most recently, CRUZ-HOGAN has had the privilege of working with the **City of Edinburg** on the ***Texas Water Devolvement Board (DWSRF) Downtown Water Treatment Plant Improvements***

We understand that the needs of the **City of Edinburg** can range from small to large-scale projects. However, no matter the project size, CRUZ-HOGAN has the same dedication to fulfilling the City's engineering needs.

Beginning with the Planning Phase, our Engineers will consult with the city to establish specific project goals. Based on our many years of experience in the Rio Grande Valley, we are prepared to provide accurate cost estimates for our client's engineering designs. We focus on providing the best cost analyses so that our clients can make the necessary improvements at a reasonable cost, without sacrificing quality.

The Design Phase is then completed within the city's allotted time frame and parameters. Plans and Specifications are developed for the city to review while it is in development. The project will then move into the Bidding Phase, in which we are available to address any concerns or questions that the City and Contractors may have.

Once a project has been approved and awarded to a bidding Contractor by City of Edinburg, then CRUZ-HOGAN will provide Construction Management during the Construction Phase. Our Engineers strive to maintain projects within budget, while addressing any project changes with the minimum amount of change orders possible. The Engineer will be in constant contact with the Contractor to assure timely completion of the project. Once the project is successfully completed, our Engineers will provide the city with "As-Builts" and all other necessary close-out documents.

We pride ourselves on maintaining working relationships with our clients, many of whom we have served for years. This is one of the many benefits of working with a local firm. Over the years, we have come to understand the needs and concerns of the city, which we take into account for each individual project. We look forward to many more successfully completed projects with the City of Edinburg.

Project Approach

CRUZ-HOGAN *Consultants, Inc.,* has experience and knowledge of the procedures, processes, and approvals required for the successful completion of a project. Our firm will expand on its experience to provide a creative approach to the design and development of all projects, including assistance for the Owner as necessary. Our staff will be pro-active and maintain continuous communication and documentation in all phases of project development.

Ultimately, the successful completion of a project can best be attributed to the approach that is taken during project development. CRUZ-HOGAN knows how important it is to have a solid effective approach. CRUZ-HOGAN also has experience working with the current phase-based approach system that the Owner uses for planning, designing, and providing construction phase services for a project. Utilizing elements of the current system, CRUZ-HOGAN will expand on it and develop projects in three phases. Phase 1 is the Planning and Schematic Phase, Phase 2 is the Design Phase, and Phase 3 is Construction Phase Services.

Phase 1: PLANNING AND SCHEMATICS: This is the first phase of project development. During this phase, the project will be looked at to determine all issues that will need to be addressed. Design alternatives and options will also be developed and evaluated from a value engineering standpoint. Our firm will also be able to provide assistance to the City of Edinburg with the facilitation and preparation of any funding agreements, attend preliminary conferences with the County and State programs, assist in obtaining approvals in relation to the Project, and prepare Preliminary Engineering Feasibility reports. Preliminary investigations and research will begin during this phase; information such as as-built plans, right of way maps, topography maps, geotechnical investigations, and previous drainage/street studies will be gathered. Other key components of Phase 1 include:

Data Collection/Field Investigations/Surveying:

During this phase all information and data relevant to the study will be collected. This includes, but is not limited to the following: As-built plans and future improvement plans, Lidar and land survey data, aerial photography maps, existing drainage/street studies, inventory of existing drainage/street facilities such as culverts and storm drains, FEMA floodplain maps, land use maps, soils maps, etc. Extensive field investigations will also be performed during this phase to determine localized road flooding issues, low lying areas, drainage blockages, and drainage patterns within the city area.

Environmental Investigations:

During this phase, as per funding requirements if needed, an environmental investigation will be conducted to determine wherever any environmental impacts may be present. An environmental assessment (also known as an environmental impact assessment) is a process that gauges the potential environmental impact of a project before it is begun.

Phase 2: DESIGN: Phase 2 will consist of developing the detailed plans, specifications, bid tabulations/documents and cost estimates for each project. Proposed plans will include the preparation of a title sheet/index, plan and profile sheets, irrigation crossings, water and sewer plans, traffic control plans and

sequence of work notes, SSWP3 plans and notes, and miscellaneous wastewater details. Our personnel will assist the Owner with all aspects of the Project bids, advertisement, attendance of bid openings, tabulation of the bid proposals, prepare and coordinate approval of formal Contract Documents, and issue the Notice to Proceed. During this phase, any other ongoing coordination will continue with the surveyors, utility companies, and others. Plans will be submitted at 30%, 60%, 90%, and 100% milestones to the Owner as well as all utility companies. Review meetings will be held to discuss and review the plan submittals. All horizontal utility conflicts will be identified at 30% and by 60%, any vertical information that may be required will either be provided by the utility companies. By the 90% milestone, utilities will be expected to provide a plan of action for any potential adjustments that may be required.

Hydrologic And Hydraulic Modeling:

Certain projects main encompass the needs for storm modeling for drainage improvements. Upon the completion of data collection and the field investigations, the next phase will be the development of (H&H) hydrologic and hydraulic models. As part of the hydrologic models, all exterior and interior drainage area boundaries will be determined and flow rates will be computed for the 5, 10, 20, & 100-year storm frequencies. Drainage area exhibits will be developed and will document the flow patterns, contours, and flow rates. Upon completion of the hydrologic models, the determined flow rates will be used to develop the hydraulic models. The hydraulic models will consist of analyzing existing outfall channels, storm sewer systems, culverts, and roadside ditches.

Phase 3: Construction Phase Services: CRUZ-HOGAN *Consultants, Inc.* will provide construction phase services support for all projects. Our personnel will be readily available during the bidding process to answer and address any questions that potential bidders may have. Upon awarding the construction contract, our personnel will request and coordinate all necessary construction staking (if required), and will make site visits to the project to assure plan compliance. Our personnel will schedule periodic construction meetings to assure that the project is on schedule. Our staff will continue to coordinate with the contractor and the utility companies to assure that the contractor and utility companies are aware of each other's schedules. Any Requests for Information that the contractor may have will be promptly addressed. Our staff will coordinate and process any required change orders. If required, our staff will inspect and provide inspection reports for all Storm Water Pollution Prevention Measures as per TPDES Requirements. Throughout the project construction, our staff will review all shop drawings, review and recommend approval of request for payment, and will work hand-in-hand with the Owner's staff to ensure that the work is progressing per plans. Upon completion of the project, a final inspection will be performed with the contractor, the Owner and/or City Inspectors, and Project Manager. A final punch list for the contractor will be developed in order to assure that the project is to the satisfaction of the Owner.

Lastly, CRUZ-HOGAN *Consultants, Inc.* will compile and distribute all construction redlines to design consultants for preparation of the "Plan of Record" or "As-Built" Plans from the design consultants and deliver them to the Owner.

Quality Assurance/Quality Control (QA/QC) Practices

A big part of the success of CRUZ-HOGAN is our commitment to QA/QC Practices. We have an established set of criteria that are the foundation of our QA/QC Procedures. These criteria are the following:

- ***Knowledge/Experience:*** CRUZ-HOGAN will assign a knowledgeable and experienced team member to lead the various tasks to minimize errors and omissions.

- ***Coordination/Communication:*** CRUZ-HOGAN will establish open lines of communication between City Engineer and all team members to assure that all project needs are addressed. All information regarding the project progress and related plan changes will be forwarded to all team members.
- ***Constructability Review:*** The plans will be reviewed at all project milestones to determine if the proposed designs are safe and provide adequate consideration to constructability and value engineering.
- ***Accuracy/Completeness:*** The plans will be reviewed to identify any drafting and design discrepancies and to verify that the plans are in compliance with the respective design manuals. Construction quantities will be tabulated by several individuals to verify accuracy. The plans will also be reviewed to assure that all bid items are accounted for.

Design Schedules: Schedules will be developed for the design phase of the project in order to complete the project design in a timely manner. Throughout the QA/QC Process, the design and consideration of utility design will be closely looked at to minimize conflicts. CRUZ-HOGAN will coordinate internally to assure the most feasible solution is used for all conflicts, whether it be a design change (i.e. inlet adjustments, profile adjustments, etc.) or having to design a utility relocate. The design and construction schedule of the utility companies will be considered in the overall project schedule, and traffic control plans will include providing safe work zones for utility adjustments.

CRUZ-HOGAN has demonstrated its ability to provide excellent, innovative, cost-saving engineering and design services in a timely manner. The overall commitment that CRUZ-HOGAN provides to the project is unsurpassed. Attention to detail and rapid response to issues are staples of CRUZ-HOGAN's philosophy. CRUZ-HOGAN has an excellent track record for successful projects and extremely satisfied clients.

Section VI: Insurance

CRUZ-HOGAN Consultants, Inc. carries $1,000,000 of Professional Liability Insurance. Any additional insurance necessary for the completion of the proposed projects will be obtained to meet the requirements of the City of Edinburg. Certificates of Insurance with current coverages can be found in the attachments.

Section VII: Professional Services Agreement

We have reviewed the Professional Services Agreement included in the Request for Qualifications packet, and CRUZ-HOGAN Consultants, Inc., agrees to meet the prerequisite insurance requirements, and if selected, agrees to enter into such agreement.

Section VIII: Contact Information

Orlando S. Cruz, P.E., President
605 E. Violet, Suite 1
McAllen, Texas 78504
Office: (956) 682-5022
Mobile: (956) 639-7770
E-mail: orlando@cruzhogan.net

Ronnie Cruz, P.E., CFM, Vice-President
605 E. Violet, Suite 1
McAllen, Texas 78504
Office: (956) 682-5022
Mobile: (956) 655-5317
E-mail: ronnie@cruzhogan.net

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

CRUZ-HOGAN CONSULTANTS INC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-4860

Expiration Date
6/30/2026

ADDENDUM NO. 2

Date of Addendum: 6/10/2025

PROJECT NAME: U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

PROJECT NO: RFQ 2025-003

FROM: City of Edinburg
Att: Lorena Fuentes, Interim Purchasing Manager
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-1895

TO: **Prospective Consultants**

This Addendum forms a part of the RFQ Documents and will be incorporated into Contract Documents, as applicable. **FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY SUBJECT THE FIRM TO DISQUALIFICATION.**

RFQ REQUIREMENTS

1. The RFQ should include, at a minimum, the following items:

A. 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;

B. 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 Five (5) 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.

- Name, address, and telephone number of the firm.
- Structure of firm, i.e. sole proprietorship, partnership, corporation, and size of firm.
- Information pertaining to the firm's compliance with licensing and other requirements of the State of Texas.
- History of the firm.
- A description of the firm's capability to design the project.

THE CITY OF Edinburg

C. 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.
   - Identify personnel to be assigned responsibility for administering the project (provide a flow chart of the project team, resumes, and identify individuals with City of Edinburg and Texas Department of Transportation experience. Identify location for the individual representatives that the firm will assign to the project)
   - A description of the present and projected workload for key dedicated staff.
   - A list of five (5) municipal and/or public utility clients and representative projects demonstrating the firm's competence and capabilities to perform the work required on this project. Please list the services performed, including the total project cost associated with the project. Please include the names, addresses, and telephone numbers of contact persons.

D. References – Provide at least three references (names and current phone numbers) from recent work with Muncipal or TXDOT projects 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.

E. 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.

F. 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.

G. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

H. Presentation – Each firm may submit one (1) electronic copy via OpenGov (https://procurement.opengov.com/portal/cityofedinburg) or can submit Six (6), one (1) original and Five (5) bound copies of the RFQ. Only one form of submission is required.

EVALUATION CRITERIA

1. The "Stability and References" ranking section has been renamed to "References". No additional changes have been made to the Evaluation Criteria section.

Digitally signed by Gerardo Carmona
Date: 2025.06.10 11:08:47 -05'00'

END OF ADDENDUM NO. 2

DATED: 06/10/2025

Gerardo Carmona Jr., P.E.

END OF DOCUMENT

THE CITY OF Edinburg

STATEMENT OF QUALIFICATIONS

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES

THE CITY OF EDINBURG

In Association With:

Ardurra Group, Inc
6010 McPherson, Suite 110,
Laredo, Texas 78041

RFQ #2025-003 U.S HIGHWAY NORTH 281 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 2 (PROFESSIONAL ENGINEERING SERVICES)

Tuesday June 17, 2025
@ 3:00 PM

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017
TBPLS Firm Registration No. 10087700

2020 E. EXPRESSWAY 83 MERCEDES, TEXAS 78570 PHONE: (956) 565-4637 FAX: (956) 565-4636

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GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017
2020 E. Expressway 83 Ph: 956-565-4637
Mercedes, Texas 78570 jmunoz@gmes.biz

June 16, 2025
City of Edinburg
Gerardo Carmona
415 W University Blvd
Edinburg, TX 78541

Re: **RFQ#2025-003 U.S Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)**

Dear Mr. Gerardo Carmona

Guzman & Munoz Engineering and Surveying, Inc. (GMES) in association with Ardurra is pleased to submit this proposal for Professional Engineering services to the City of Edinburg in accordance with the referenced Professional Engineering Services for the U.S Highway North 281 Water Distribution System Improvements Phase 2. Our Statement of Qualifications have been submitted electronically via the Procurement portable for your consideration. All addendums to this RFQ have been received by our firm and the requested content has been included in our Statements of Qualifications.

GMES understands that City of Edinburg is seeking to enter into an agreement with an Engineering company to assist City of Edinburg in preparing design documents to relocate and design new waterlines along for the U.S Highway North 281 Water Distribution System Improvements Phase 2. Our team is experienced in managing, directing, and coordinating engineering design efforts on preparation of design documents to state and federal agencies to assigned projects along with acquiring approval and permits from all outside agencies and utilities as required for each project. We are a full-service firm providing our own survey crews, lidar data collection, engineering, construction management, and over 10 staff engineers to provide the resources necessary to meet the City of Edinburg's schedule. GMES meets the appropriate state licensing requirements to practice as an Engineer in the State of Texas.

The team has over 50 years of local experience, we will become familiar with the City of Edinburg's needs and growth having provided our services recently with the City on all types of streets, drainage, and municipal projects. We are very familiar with the city area and the existing infrastructure.

Our local staff comprises approximately 21 employees, including engineers, surveyors, planners, project managers, technicians, management, and related support personnel along with 3 engineers from our team partner Ardurra. Additionally, the Project Team is very familiar with federal guidelines and requirements (i.e., TXDOT, TWDB, TCDBG, TDEM, TCHCA, TCEQ, USDA, GLO, and USACE). GMES is a firm in the Rio Grande Valley with an office in Mercedes. Ardurra has offices throughout Texas and the local office in Laredo with assist with this project. The official contact's name and address for the firm are:

Jose L. Muñoz, P.E., S.I.T., President – Senior Project Manager
Jose Andres Muñoz – Vice President
Guzman & Muñoz Engineering and Surveying, Inc.
2020 E. Expressway 83, Mercedes, Texas 78570
Office: (956)565-4637
jmunoz@gmes.biz

We are sincerely interested in serving the City of Edinburg and trust that the information provided herein will serve to better support our position in our desire to be selected as your engineering firm. We are confident that combining our staff's experience, depth, and skills with the progressive leadership of the City of Edinburg will result in great success!

Submitted by:
Guzman & Muñoz Engineering and Surveying, Inc.

Jose L. Muñoz, P.E., S.I.T, President

INTRODUCTION / SCOPE OF SERVICES

The team at (GMES) brings extensive capabilities in the area of professional services for all disciplines of consulting, engineering, surveying, design, construction management, inspection, and construction (design/build), as well as project management through the experience of over 50 years in the Rio Grande Valley. GMES' staff experience in research and planning adds to the analytical and project scheduling expertise vital to timely and cost-effective project completion to meet the requirements and necessities of the City of Edinburg in its proposed contract funding and project implementation for the Professional Engineering Services for a U.S Highway North 281 Water Distribution System Improvements Phase 2.

SCOPE OF SERVICES

ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES

- Identify design criteria
- Provide design alternatives with cost analysis
- Prepare Plans, Specifications, and Estimates (PS&E)
  (Construction plans may require consideration of pavement design, structural design, hydrology/hydraulic engineering, utility coordination, geometric alignment, street lighting, traffic control, and construction phasing and erosion.)
- Prepare the bid packet and assistance provided during the bid process.

SURVEYING SERVICES

- Prepare boundary and topographical surveys
- Prepare ROW strip maps and parcel maps
- Produce Environmental Assessments
- Obtain necessary permits

CONSTRUCTION ADMINISTRATION

- Provide construction administration
- Prepare Asbuilt Construction Plans

FIELD TESTING AND INSPECTIONS

- Conduct field testing and inspections as may be required

SPECIAL SERVICES

- Provide special services as may be required

WORK PERFORMANCE

Throughout several years of service to the RGV and the regional area, GMES has provided engineering and surveying services to many communities. The scope of work has included the development of preliminary and final plans and specifications (PS&E), bid package preparation, construction administration, construction (design/build), field inspections, preparation of environmental documents, and project management.

GMES has a proven track record with the various municipalities within the Rio Grande Valley, TxDOT, and has prior working experience with entities such as Texas Gas Services, American Electric & Power, Time Warner, Total E&P, AT&T and Valley Telephone Coop just to mention a very few. We have built solid working relationships with these agencies on past projects throughout the Rio Grande Valley.

GMES understands the scope and can fully provide and administer the required services from design through construction.

STEPS TO ENSURE EXCELLENT PROJECT MANAGEMENT AND BUDGET PERFORMANCE

GMES will use a management-by-objectives approach to performing the scope of work. This disciplined approach ensures senior management oversight, frequent status updates, adequate resource allocation, and close communication with the City of Edinburg staff and respective agencies and contractors associated with the project(s). The different tasks to be performed on a project can be divided into the following phases. All phases are closely coordinated with the designated Professional Engineering Services for the U.S Highway North 281 Water Distribution System Improvements Phase **2** representative(s).

PHASE I – STUDY AND REPORT PHASE – *if required.*

1. Upon selection, set up a project startup meeting with the City of Edinburg staff to review the project requirements and gather all pertinent data and history.
2. Perform field reconnaissance of project area and surveying and physical structures of the area.
3. Contact all appropriate state, federal and local agencies for permit process, time schedule, and construction requirements.
4. Request Title Reports on affected properties from the Title Company if needed.
5. Contact utility companies for subsurface locations of their utilities.
6. Prepare a working sketch to submit to the City of Edinburg for an acknowledgment to proceed and to get their input.
7. Furnish and submit on behalf of the City of Edinburg the engineering data necessary for applications for routine permits by local, state, and federal authorities (as identified from detailed applications and supporting documents for government grants in aid or for planning advances.

PHASE II – PRELIMINARY PHASE

1. Meet with the City of Edinburg's representatives and relevant parties to gather information and coordinate the project.
2. Perform boundary and topographic surveys of the project area(s).
3. Conduct a survey of existing utilities that may be affected.
4. Develop preliminary construction plans/profiles of the project, if requested by the City of Edinburg.
5. Submit a preliminary surveying plat to the City of Edinburg and other affected entities for preliminary approval of proposed improvements, to receive additional input.
6. Prepare survey documents and meet with the City of Edinburg representative.

PHASE III – DESIGN PHASE

1. Perform any additional detailed topographical field surveys to collect additional information required in the project.
2. Perform detailed surveys of existing underground, surface, and overhead utilities within the City of Edinburg project.
3. Consult with the utility companies for their consideration of all utility data found. Provide a Survey plat to the utility companies involved, if requested.
4. Prepare detailed specifications and contract drawings for construction.
5. Prepare detailed cost estimates and proposals, which shall include summaries of bid items and quantities based on the unit price system of bidding, if requested.
6. Furnish the necessary copies of the approved plans, specifications, and proposals to the City of Edinburg.

PHASE IV – BIDDING/NEGOTIATING PHASE

1. Assist the City of Edinburg in the advertisement of any Project for bids, if requested.
2. Assist the City of Edinburg in opening and tabulating bids, if requested.
3. Analyze the bids and make recommendations for the award of the construction contract, if requested.
4. Assist in the preparation of formal Contract Documents, if requested.

PHASE V – CONSTRUCTION

1. Provide contract administration supervision, if requested.
2. Provide periodic construction supervision or full-time inspection, if requested.
3. Review shop drawings/submittals, if requested.
4. Prepare change orders due to unforeseen conditions encountered, if requested.
5. Prepare monthly estimates of work performed by the Contractor, if requested.
6. Determine and authorize testing frequency of various building components.
7. Prepare record documents, if requested
8. Coordinate approval and certificate of completion, if requested.
9. Provide final project close-out, if requested.
10. Prepare O&M for the project and train personnel, if requested.

Use of the above project performance has proven successful and will be used accordingly as tools for instruments of service for all projects assigned to GMES to ensure all aspects of the required scope of services are met. The Team will furnish a Document Control Specialist who will ensure that every aspect of the project is well documented and recorded and that appropriate files are kept.

QUALITY ASSURANCE/QUALITY CONTROL DURING CONSTRUCTION

Meetings will be held on a frequent basis to address any contingencies that may arise during the projects and/or resolve any issues within the project team. Meeting minutes will be developed during all project meetings.

MEETINGS TO BE HELD:

- **DAILY MEETINGS WITH**: Superintendent, Subcontractor Foremen, Vendors, Client Field Representatives, Safety Officer, QA/QC Officer, and required testing authority.
- **WEEKLY MEETINGS WITH:** Project Manager, Superintendent, Scheduler specific design leads, Construction Coordinator, Safety Officer, QA/QC Officer, Contractor Foreman, and the Client Field Representative.
- **MONTHLY PROGRESS AND PERFORMANCE UPDATE MEETINGS WITH:** Client Representative(s), Design Team Leads, Project Manager, Job Superintendent, Project Scheduler, and Contractor Representative(s).

GMES WILL ALSO DO THE FOLLOWING TO ASSIST IN THE MONITORING OF THE BUDGET, SCHEDULE, AND SCOPE OF ANY PROJECT:

1) Daily inspection reports will be kept and logged at the site and then turned in at the weekly meetings. This will include inspections of equipment as well.
2) Submittal registers and weekly logs of submittals along with delivery logs will be utilized by the Project Manager, job Superintendent, and Construction Manager and his staff to track and control approved material/equipment contingencies and requirements.
3) RFI logs and inspection logs will be used to manage/control and resolve design and quality of construction issues as they occur.
4) The project schedule will be managed by the Project Scheduler and overseen by the Project Manager.

FIRM QUALIFICATIONS

FIRM IDENTIFICATION

Guzman & Muñoz Engineering and Surveying, Inc.
Registered Texas Engineering Firm F-8017

FIRM OFFICES

MERCEDES CORPORATE OFFICE

2020 E. Expressway 83
Mercedes, Texas 78570
(P) 956-565-4637
jmunoz@gmes.biz www.gmes.biz

GUZMAN AND MUÑOZ ENGINEERING AND SURVEYING, INC. ~ HISTORY

Guzman Muñoz Engineering and Surveying, Inc. (GMES) (DBE) (HUB) has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the State of Texas. Firm Registration No. F-8017, expiration date of 7/31/2025. GMES has been providing consulting engineering services in the Rio Grande Valley Region, with widespread projects in Cameron, Hidalgo, Starr, Willacy, and Zavala County areas, since 1973. The firm is a well-established corporation.

Additionally, GMES has immeasurable experience with various governmental regulations, appropriate codes, guidelines, and professional standards and policies (i.e., FAA, TxDOT, FHA, TWDB, TCEQ, TDRA, TxCDBG, TNRCC, FEMA, local government entities and school districts). Similarly, GMES has extensive experience with both utility and infrastructure improvement projects, and we continue to retain excellent working relationships with municipal, governmental, and various utility agencies and their staff across the State and the Rio Grande Valley

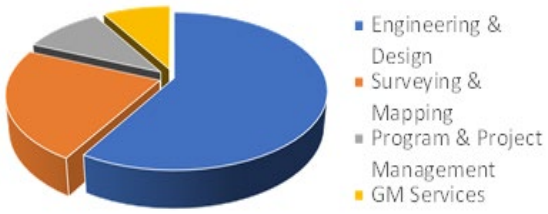
PROJECT SPECIALIZATION

Our firm specializes in a broad range of engineering, surveying, and construction-related projects including public works improvement projects in the areas of street improvements, drainage improvements, water and wastewater plants, water distribution and wastewater collection systems, and various surveying projects. **We have expanded our services to include design/build construction.**

GMES has also provided engineering and surveying staff support to various municipalities in regard to R.O.W. acquisition, mapping, and surveying. Our list of clients includes nonprofit agencies, housing authorities, municipalities, counties, political subdivisions, governmental agencies (including various school districts), airports, and private developers. We are very familiar with the economic constraints that are associated with a limited budget. With that in mind, you can rest assured that economic limitations will play an important factor in providing engineering support and advice on any of your projects or program. All of these skill sets are directly applicable for the successful execution of any project assigned to GMES as necessary to complete all projects. GMES brings the talent and depth of approximately 21 employees that includes engineers, surveyors, an environmentalist, planners, technicians, management, and related support personnel. Respectively, the experience of GMES' staff in construction management and the construction industry, knowledge of the funding criteria, and project inspection add to the analytical and project scheduling expertise that is vital to timely and cost-effective project completion.

RESOURCE UTILIZATION PLAN

The staff assigned is currently operating under an average workload of 60%. Additional staff will be added to work on any assigned project(s) should the volume of work for the City of Edinburg grow to be more than can be effectively processed by the existing staff or should the volume of other work for the Project Team grow to the point of affecting the performance of the work for the City of Edinburg



EQUIPMENT AND AVAILABLE RESOURCES

GMES owns & operates a DJI Matrice 300 RTK, a quad-copter remote control drone that utilizes photogrammetry & LIDAR to produce detailed and accurate orthomosaic maps with high-precision elevation and coordinate data.

Guzman and Muñoz Engineering and Surveying, Inc. uses the latest computer hardware and software technology. Presently, GMES is using AutoCAD Civil 3D 2017 software on all projects. This allows GMES to complete plans/specifications on time, with accuracy, and within budget. We currently have twenty-three (23) PC workstations for drafting and design, administrative day-to-day tasks, 2 iMacs, and one assigned PC station for downloading daily survey field data. GMES also has 4 servers on-site to provide file storage and host applications.

GMES has up-to-date technology and networked computer systems, CADD and aerial mapping software, and GPS surveying equipment. These resources place GMES in a leadership position to perform large engineering and/or survey and topography base projects. GMES is a **"Total Systems"** engineering firm.

We currently have a fleet of late-model vehicles to ensure maximum reliability for any ongoing project. We strive to provide the best delivery time in the industry. This can only be accomplished through qualified personnel, up-to-date office/field equipment / reliable transportation to complete the job accurately, precisely, and on time.

FAMILIARITY WITH GEOGRAPHIC AREA

GMES has been providing engineering services in South Texas since 1973, a period of over 51 years. Furthermore, GMES has provided quality services for various counties and municipalities for the past several years and is currently providing services for various local and government-funded projects.

GMES is very familiar with the City of Edinburg's needs and requirements. Our firm has vast **hands-on knowledge and experience** and is skilled in projects associated with compliance with the Texas State and County Regulatory Codes of Ordinances for zoning, site plan, subdivision, and water quality. We are also familiar with pertinent construction materials, vendor facilities, and standard practices.

WORKLOAD STATUS

There are no potential conflicts with current work at this time. Our GMES TEAM is currently **operating under an average workload of 60%**. This will allow the team to **immediately commence** on any engineering/surveying project requested/awarded to us. Additional staff will be added to work on any assigned project(s) should the volume of work grow to be more than can be effectively processed by the existing staff or should the volume of other work for the GMES TEAM grow to the point of affecting the performance of the work for our clients.

PRINCIPAL OF THE FIRM

Our firm is comprised of a multi-disciplined team of professionals and well-trained technicians. The **Principal-In-Charge and President of the Corporation is Mr. José L. Muñoz, P.E., S.I.T.** Mr. Muñoz has over 40 years of experience in the design and project management of **Civil Engineering** projects. Mr. Munoz is also a **Land Surveyor in Training** and takes a direct hands-on approach to all the work GMES is committed to completing.

Mr. Munoz has extensive experience in Project Management of public infrastructure projects and municipal planning. He has successfully managed engineering projects funded by the Texas Water Development Board (TWDB) and other state and federal agencies including street and drainage, water and wastewater treatment plant planning, and design for projects. Mr. Munoz has designed or is in the process of developing planning documents, such as Environmental Information Documents, Preliminary Engineering Reports, Funding Agency Applications, and Plans, Specifications, and Cost Estimates (PS&E) for the following projects:

- City of Raymondville Waterlines & Elevated Storage Tanks
- City of Raymondville City Engineer
- City of Raymondville COVID-19 PD Remodel
- City of Raymondville TDA Sanitary Manholes Rehabilitation Project
- City of Raymondville Drainage Improvements (TDA Funded)
- City of Raymondville TWDB Applications
- 2021 - City of Rio Hondo CDBG Street Improvements
- 2020 - Willacy County CDBG-MIT Application
- 2020 – City of Raymondville CDBG-MIT Application
- 2018 - Willacy County - CDBG Street Projects
- City of Edinburg Owassa Rd Sanitary Sewer Lines
- City of Edinburg Pre Disaster Mitigation Program 2019
- City of Edinburg On-Call Engineer
- City of Lyford TDA Wastewater Treatment Plant Rehabilitation
- City of Los Fresnos TWDB/DWSRF Water Distribution System Improvements & Rehabilitation Project
- City of Los Fresnos WTP EPA Vulnerability Assessment
- Willacy County TWDB Applications
- Willacy County – FEMA WCY005C – Street and Drainage Improvements
- Willacy County - TDA La Sara & La Rosita – Street Improvements & Drainage
- Willacy County Pct. 4 Street Improvements
- Willacy County GLO Disaster Recovery (DRS-210204) Street Drainage Improvements
- GLO Disaster Recovery Round 2: Willacy County PCT 4 Drainage and Pavement
- Improvements for Sebastian, Lyford, La Sara and San Perlita
- City of Edinburg Pre-Disaster Mitigation Program Year 2019
- City of Edinburg-On call engineer
- HCCID #9 Mercedes Fedex WaterLine Relocation
- Harlingen Medical Center - Proposed parking lot Feasibility Assessment
- Harlingen Medical Center Additional Topo of Existing Parking Lot
- IBWC Arcadia US Inc Weslacoto Los Indios Levee Rehabilitation
- IBWC Falcon Dam Admin Office – Design Build
- Mercedes Builders Construction Services for cleanup of Los Posos Land
- Cameron County Old Alice Rd
- City of Lyford TDA Wastewater Treatment Plant Rehabilitation
- City of Los Fresnos Update to Tx Water Conservation Plan & Drought Plan
- City of Los Fresnos TWDB DWSRF Water Distribution System Improvements & Rehabilitation Project
- City of Los Fresnos TWDB CWSRF 2020 Application
- City of Raymondville-City Engineer TDA - 2019
- City of Raymondville – Sewer Line Repair
- City of Raymondville TDA Sanitary Manholes Rehabilitation Project
- City of Raymondville TWDB Rehab of existing Brick Manholes
- City of Raymondville WWT Plant Permit Renewal
- City of Raymondville Water Conservation & Drought Plan
- City of Raymondville Splash Park
- City of Raymondville City Engineer
- City of Raymondville Water Tank Rehab
- City of Raymondville Stake out City Cemetery-Phase 2
- City of Raymondville - City engineer Washington Street Ditch
- City of Raymondville - City engineer Alley ROW behind Stripes
- City of Raymondville – 2019 Floods TX (GLO)
- Willacy County – FEMA WCY005C – Street and Drainage Improvements
- Sonoma Housing, Vermillion Apts
- Patel Subdivision
- Willacy County - TDA La Sara & La Rosita - Street Improvements & Drainage
- Willacy County - CDBG. Street Projects
- Willacy County Appraisal District – Assessment Study, Design and
- Willacy County Administration Building Remodel – Entire Structure
- Willacy County Federal Prison - Federal Prison Remediation Project
- Willacy County La Sara Street Improvements
- Willacy County Pct #3 Dahila Road Rehab
- Weslaco ISD Margo Parking Lot (Drainage Improvements)
- Weslaco KMC Engineering Assessment for installation of Uroview FO machine
- Weslaco Knapp Medical Center Topo of parking area & as-builts
- Weslaco Knapp Medical Center Eng. & Arch. Assess for segregated compounding area
- Weslaco Surya LTD Engineer Design Construction Phase Srvcs – Rangila Subdivision
- Werner Ellen Investments / El Clavo Harlingen Westway Subd. Phase II Const. Documents & Requirements

NOTE: GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC. PERFORMED SURVEYING SERVICES FOR MOST OF THE PROJECTS LISTED

LIST OF RELATED PROJECTS

Project Name	Contact Person	Project Description
Ware Road/ FM 2220 Utility Relocation Project	*McAllen Public Utility Board* *Carlos Gonzalez, P.E* *956-681-177* *cgonzalez@mcallen.net*	*Provide engineering & surveying Services, construction inspection, design and value engineering for MPUB waterline and sewer relocation project*
City of Los Fresnos TWDB Project P989 Waterline Replacement 2024	*Mark Milum, City Manager* *956-233-5769 ext. 1100* *mmilum@citylf.us*	*Provided engineering & surveying services, construction inspection, design and value engineering for city waterline replacement from AC lines to PVC lines*
City of Rio Hondo - TWDB Project P991 Water Well & RO Plant	*Ben Medina, City Administrator* *956-748-2102* *bmedina@riohondo.us*	*Provided engineering & surveying services, construction inspection, design and value engineering for city reverse osmosis water plant*
City of Rio Hondo - GLO Disaster Recovery 18-19 Floods P953	*Ben Medina, City Administrator* *956-748-2102* *bmedina@riohondo.us*	*Design development & construction management, survey for street improvements, drainage system upgrades, including intersections, drainage outfall geotechnical & materials testing*
City of Santa Rosa - GLO Disaster Recovery 18-19 Floods P954	*Jaime Quiroga, City Mayor* *956-636-1113*	*Design development & construction management, survey for street improvements, drainage system upgrades, including intersections, drainage outfall geotechnical & materials testing*
City of Raymondville CDBG-MIT 2015 Floods	*Andres Chavez, City Manager* *(956) 689-2443* *raycity@raymondvilletx.us*	***Design, Surveying and Construction Services on $10 Million in Drainage improvements within the city and surrounding area.***
City of Rio Hondo CDBG 2021-2022 CD Fund Street Reconstruction Project	*Ben Medina, City Administrator* *raycity@raymondvilletx.us*	*Design development & construction management, survey for street improvements, drainage system upgrades, including intersections, drainage outfall geotechnical & materials testing*
City of Raymondville TWDB Project P921-1 Watershed Study	*Andres Chavez, City Manager* *(956) 689-2443* *raycity@raymondvilletx.us*	*Provide City wide update on storm drain infrastructure and ditches to use in hydrologic and hydraulic modeling of existing conditions.*
City of Raymondville TWDB Project P921-4 Ditch	*Andres Chavez, City Manager* *(956) 689-2443* *raycity@raymondvilletx.us*	*Provided engineering & surveying services, construction inspection, drainage design and value engineering for expansion of drainage ditch*

Willacy County 2021, TWDB Project P913-01 Willacy County Watershed Study	*Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u*	*Provide County wide update on storm drain infrastructure and ditches to use in hydrologic and hydraulic modeling of existing conditions.*
Willacy County 2021, TWDB Project P913-02 Lasara Gates	*Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u*	*Provided engineering & surveying services, construction inspection, on drainage gates*
Willacy County 2021, TWDB Project P913-03 Simo Pump Station	*Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u*	*Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage projects*
Willacy County 2021, TWDB Project P913-04 Linear Detention and Pipe San Perlita	*Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u*	*Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage projects*
Willacy County 2021, TWDB Project P913-05 Lyford Trunkline	*Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u*	*Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage trunkline project*
Willacy County 2021, TWDB Project P913-06 Railroad Spur Detention Pond	*Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u*	*Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage detention project*
Willacy County 2021, TWDB Project P913-07 Mulberry Detention Pond	*Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u*	*Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage detention project*
Willacy County 2021, TWDB Project P913-08 Sebastian Drainage Improvements	*Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u*	*Engineering Design, Surveying, Construction Inspection for design of drainage and street improvements.*
Willacy County (Sebastian) FEMA Drainage & Utility Improvements	*Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u*	*Engineering Design, Surveying, Construction Inspection, geotechnical & materials testing oversight. As Built Drawings, Closeout Documentation*

Hidalgo County Drainage Dist. 1 Project #18 Malone Drive & Pomelo Rd.	*Omar Anzaldua Hidalgo County Drainage District No. 1 (956) 292-7080*	*Provided engineering & surveying services, construction inspection, drainage design and value engineering for multiple drainage projects.*
Hidalgo County Drainage Dist. 1 Project #28 Old La Blanca Rd & Mile 10N	*Omar Anzaldua Hidalgo County Drainage District No. 1 (956) 292-7080*	*Provided engineering & surveying services, construction inspection, drainage design and value engineering for multiple drainage projects.*
Hidalgo County Drainage District No. 1 – Edinburg Stub and West Main Drain Control Structures (County Bonds)	*Omar Anzaldua Hidalgo County Drainage District No. 1 (956) 292-7080*	*Design development, engineering, surveying, construction management, geotechnical & materials testing oversight for proposed Main Drain Control Structure to North Main Drain.*
City of Edinburg Engineer Veterans Rd Project	*Mardoqueo Hinojosa, City Engineer (956) 388-8211 mhinojosa@cityofedinburg.com*	*Design development, engineering, surveying, drainage design construction management, inspection*
City of Edinburg FEMA Pre-Disaster Application	*Mardoqueo Hinojosa, City Engineer (956) 388-8211 mhinojosa@cityofedinburg.com*	*Provided feasibility studies, site assessments, for funding application from FEMA*

SAMPLE PROJECTS

Water Treatment Plant Los Fresnos

Date: 2020 - 2023
Cost: $2,800,000

Design Professional:
Jose L. Muñoz, (956) 565-4637

Contact Person:
Mark Milum, City Manager
956-233-5768
mmilum@citylf.us
520 E. Ocean Blvd.,
Los Fresnos, TX 78566

Project Description:

Rehabilitate the 50-year-old plant with two new filters, sludge basin, SCADA, and laboratory equipment and upgrade the design flow from 1 MGD to 1.5 MGD.

SAMPLE PROJECTS

Raymondville Water Well #3

Date: 2021 - Ongoing
Cost: $1,100,000

Design Professional:
Jose L. Muñoz, (956) 565-4637

Contact Person:
Tony Chavez, City Manager
(956) 689-2443
raycity@raymonvilletx.us
City Hall 142 S. 7th Street,
Raymondville, Tx 78580

Project Description:

Prepare Design and Construction Phase services for adding a new water well to replace the old water well flows for the Reverse Osmosis Water Treatment Plant. The services include special services such as Surveying, Geotechnical Design, Permits for each project, O&M Manual, and Material Testing during the construction of each project.

SAMPLE PROJECTS

Raymondville Emergency Well & 1.5 MGD Reverse Osmosis Water Treatment Plant TWDB Project #62601

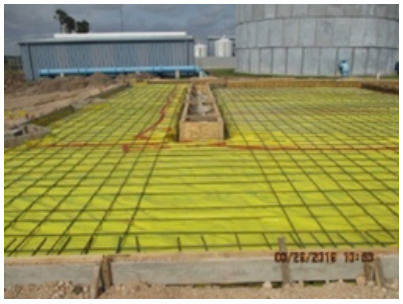
Date: 2019 - 2021
Cost: $2,800,000

Design Professional:
Jose L. Muñoz, (956) 565-4637

Contact Person:
Tony Chavez, City Manager
(956) 689-2443
raycity@raymonvilletx.us
City Hall 142 S. 7th Street,
Raymondville, Tx 78580

Project Description:

The City of Raymondville proposed to construct water system improvements consisting of a new Reverse Osmosis Water Treatment Plant. The new plant operates as a supplementary source for municipal drinking water and is constructed on the grounds of the existing surface water treatment plant located in Willacy County at the northwest intersection of King Street and San Francisco Avenue. The physical address of the City is 142 South Seventh Street, Raymondville, Texas 78580.



SAMPLE PROJECTS

Raymondville Rehabilitation of Three (3) Existing Potable Water Elevated Storage Tanks. Elevated DWSRF Portable Water System Improvements Project #62887

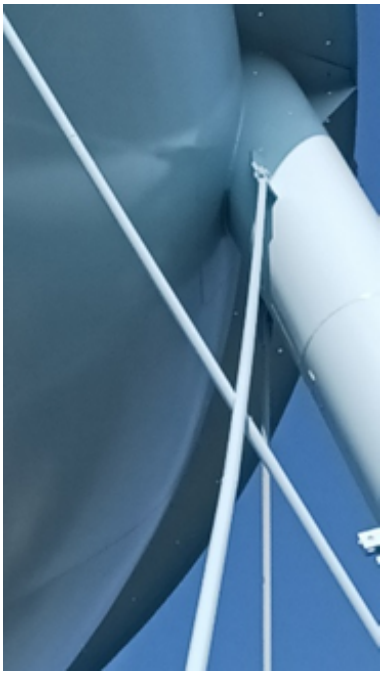
Date: 2019 - 2021
Cost: $2,000,000

Design Professional:
Jose L. Muñoz, (956) 565-4637

Contact Person:
Tony Chavez, City Manager
(956) 689-2443
raycity@raymonvilletx.us
City Hall 142 S. 7th Street,
Raymondville, Tx 78580

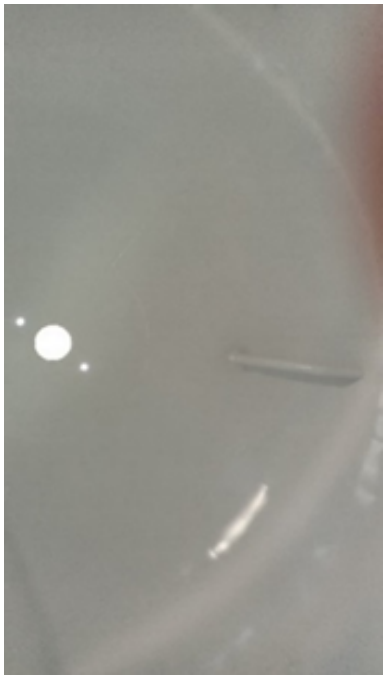
Project Description:

Rehabilitate three (3) portable water elevated water storage tanks. The work consists of cleaning, preparing, and painting both the interior and exterior surfaces of the tanks, along with all site-associated valves and piping and all items that are recommended for repairs in the tank inspection reports.



SAMPLE PROJECTS

Raymondville Rehabilitation of Three (3) Existing Potable Water Elevated Storage Tanks. Elevated DWSRF Portable Water System Improvements Project #62887 (cont'd)



GMES KEY STAFF

The PROJECT DIRECTOR for all work assigned will be
JOSE L. MUÑOZ, P.E., S.I.T., PRESIDENT

Our firm is comprised of a multi-disciplined team of professionals and well-trained technicians. The **Principal-In-Charge and President of the Corporation is Mr. José L. Muñoz, P.E., S.I.T.** Mr. Muñoz has over 40 years of experience in the design and project management of **Civil Engineering** projects. Mr. Munoz is also a **Land Surveyor in Training** and **takes a direct hands-on approach to all the work GMES is committed to completing.**

Mr. Munoz has extensive experience in Project Management of public infrastructure projects and municipal planning. He has successfully managed engineering projects funded by the GLO's CDBG-MIT program and other state and federal agencies including street and drainage, water and wastewater treatment plant planning and design for projects. Mr. Munoz has designed or is in the process of developing planning documents, such as Environmental Information Documents, Preliminary Engineering Reports, Funding Agency Applications, and Plans, Specifications, and Cost Estimates (PS&E) for numerous projects.

CARLOS AGUILAR, P.E., R.P.L.S., PROJECT SURVEYOR

Mr. Aguilar has provided professional surveying services since 1992. His experience includes numerous street and drainage projects and numerous subdivision design and construction projects for Cameron County and Hidalgo County as well as various cities throughout the Rio Grande Valley. He has provided a broad range of surveying practices, including right-of-way strip maps, title research, establishing boundary locations, topography, construction staking, and land development projects throughout his career.

Name (Degrees)	Area(s) of Expertise	Years Exp.	TBPE Approved Eng. Field	Exp. with Government Agencies	Professional License
José L. Muñoz, P.E., S.I.T.	Municipal-Water, Wastewater, Storm Drainage, Streets, Planning, Project Management	40	CIVIL	USIBWC, USACE, DHS/CBP, TWDB, EDAP, NAD-BANK, BECC, TDHCA, TCDBG, USDA-RD, TxDOT, IBWC, TDRA, TCEQ	P.E. – TX 70782 (Active)
Carlos Aguilar, P.E., R.P.L.S.	Right-of-way Mapping, horizontal & vertical control, construction staking and utility & topographic surveys	Civil 42 Survey 31	CIVIL & SURVEY	USIBWC, USACE, DHS/CBP, TWDB, EDAP, NAD-BANK, BECC, TDHCA, TCDBG, USDA-RD, TxDOT, IBWC, TDRA, TCEQ	P.E. - 47469 R.P.L.S. – TX 4997 (Active)

PERSONNEL & STAFFING

DAN HAMILTON, SENIOR PROJECT MANAGER CONSTRUCTION DIVISION
EDUCATION: B.S. Industrial Construction Technologies Since 1986
EXPERIENCE: Mr. Hamilton has 45 years of construction and engineering related experience, covering a broad range of construction projects and practices, managing project progress and contract conformance. GEO Tech testing, Stockpile management and tracking, Concrete Design, Testing, Quality Control, and Stockpile Management Regimens.

TODD DICKISON, GIS ANALYST
EDUCATION: B.A. English, Data Analytics Certification
EXPERIENCE: Mr. Dickison has over 30 years of experience in IT, primarily as a database administrator and backend support.

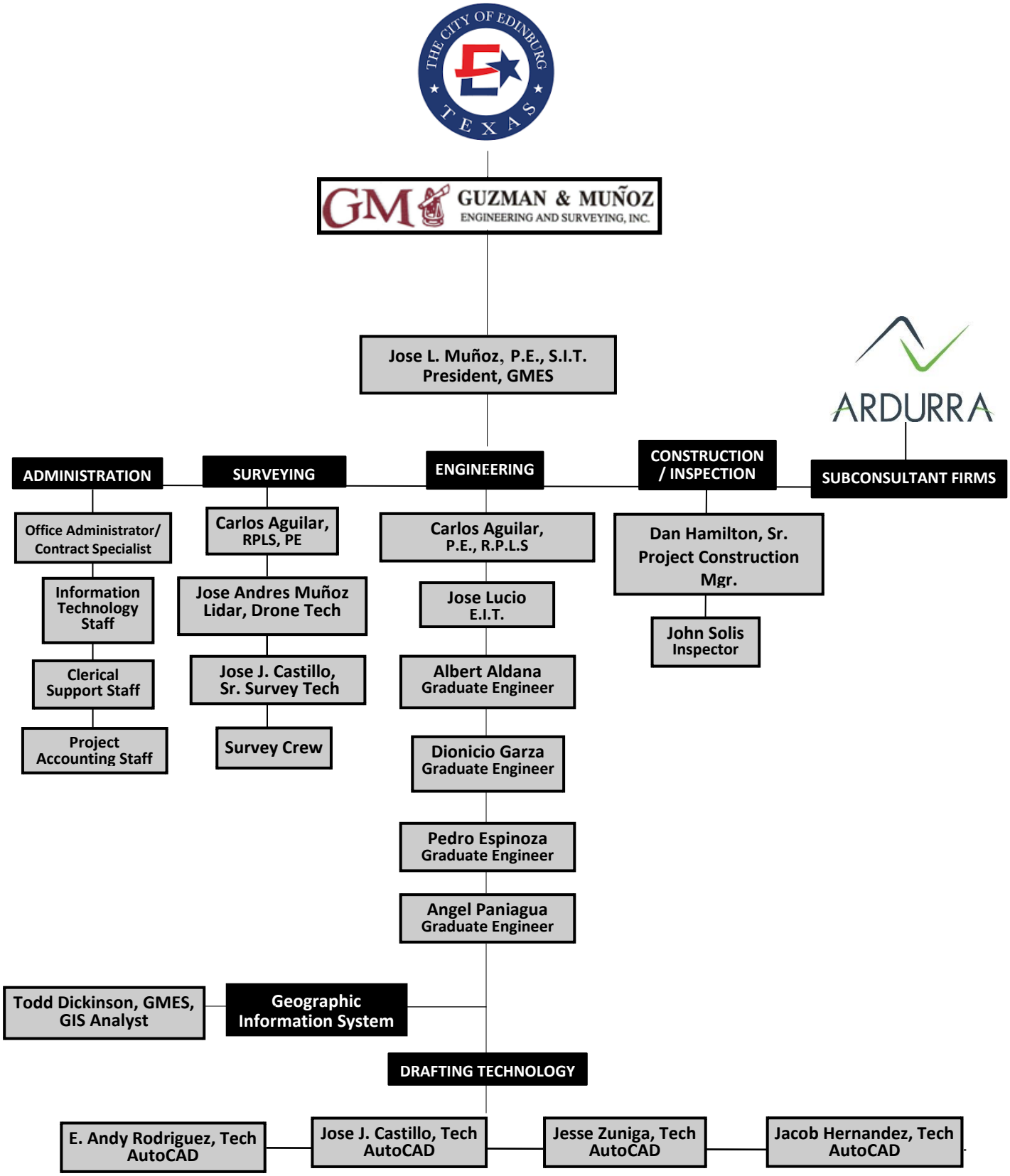
JOSE LUCIO, EIT
EDUCATION: B.S. Civil Engineering 2020
A.E.S. Engineering and Science 2015
EXPERIENCE: Mr. Lucio is a Graduate Civil Engineer who has experience in construction, with exceptional attention to construction, inspection, surveying, and quality control. Mr. Lucio is a motivated individual who consistently is exploring new areas to expand his knowledge and abilities. Mr. Lucio's eagerness to contribute to team success through hard work, attention to detail, and excellent organizational skills, add to the efficiency of each project he undertakes.

ALBERT J. ALDANA II, GRADUATE ENGINEER
EDUCATION: B.S. Civil Engineering 2022
EXPERIENCE: Mr. Albert Aldana is a Graduate Engineer offering 10 years of experience in the Civil Engineering Field. Mr. Aldana is adept in traffic engineering projects consisting of traffic signal design, signal timing, and signal warrant studies. Highly proficient in both MicroStation and AutoCAD, Mr. Aldana has experience in drainage and utility design.

ANGEL PANIAGUA, GRADUATE ENGINEER
EDUCATION: B.S. Civil Engineering 2023
EXPERIENCE: Mr. Angel Paniagua is a Graduate civil engineer-in-training with 2 years of experience in the field. Adept in supervising construction process as well as preparing cost estimates. Highly motivated to learn more about the field, particularly in the firm's specialties such as wastewater management and drainage design.

DIONICIO GARZA III, GRADUATE ENGINEER
EDUCATION: B.S. Civil Engineering 2023
EXPERIENCE: Mr. Dionicio Garza is a Graduate civil engineer-in-training with 2 years of experience in the field. Adept in supervising construction process as well as preparing cost estimates. Highly motivated to learn more about the field, particularly in the firm's specialties such as wastewater management and drainage design.

ORGANIZATION CHART



In the event GMES is selected to provide professional services and there is a need for any other additional service GMES is unable to provide, GMES will utilize the consultants procured as per the local government code requirements authorized to provide those services to the City of Edinburg

Jose L. Muñoz, P.E., S.I.T.

President

Education
B.S. Civil Engineering

Texas A&M University 1982

Professional License
Professional Engineer, TX
No# 70782

Surveyor in Training

Total Years of Experience
40

Years with Current Firm
Owner—29 years

Professional Affiliations
Texas Society of Professional Engineers
American Society Civil Engineers American Standard Testing Methods

PROFESSIONAL SUMMARY

Mr. Muñoz has 40 years of engineering and surveying experience with various engineering firms in Texas and California. He has designed and constructed engineering projects in various areas of civil engineering. He is currently managing facility planning, design, and construction of several infrastructure improvement projects in the Rio Grande Valley. Mr. Muñoz has the experience and is familiar with local municipal and state regulations required for the design and construction and survey of various disciplined projects. Responsible for management and oversight of the day-to-day activities, project controls, coordination, and scheduling for all phases of engineering, surveying, and construction projects. Mr. Munoz is also a Land Surveyor-In-Training and takes a direct hands-on approach to all the work GMES is committed to completing.

Capabilities

Recruiting, Hiring, and Placement of Professional Resources, Professional Career Development Leadership, Operations Management, Program Management, Project Management, Personnel Management, Project Controls, Business Analysis, and Process Mapping, Business Development, Marketing and Sales, Federal Procurement, SF330 Proposal Development, and Corporate Trainer, Team Building, Storm Water Quality, Custom Application Development.

Tools

MS Office Suite including Excel, Word, PowerPoint, Access, Visio, MS SharePoint, ESRI ArcGIS Desktop and Server, SQL Server, and Oracle

PROJECT HIGHLIGHTS

Mr. Munoz has extensive experience in Project Management of public infrastructure projects and municipal planning. He has successfully managed engineering projects funded by the Texas Water Development Board (TWDB) and other state and federal agencies including street and drainage, water and wastewater treatment plant planning, and design for projects. Mr. Munoz has designed or is in the process of developing planning documents, such as Environmental Information Documents, Preliminary Engineering Reports, Funding Agency Applications, and Plans, Specifications, and Cost Estimates (PS&E) for the following projects:

- 2021 - City of Rio Hondo CDBG Street Improvements
- 2020 - Willacy County CDBG-MIT Application

- 2020 – City of Raymondville CDBG-MIT Application
- 2018 - Willacy County - CDBG Street Projects
- 2020 - City of Raymondville TWDB Applications
- 2020 - Willacy County TWDB Applications Watershed Studies
- 2020 - Willacy County TWDB Applications
- 2021 - City of Raymondville TWDB IUP WWTP Applications
- 2021 - City of San Benito Application for IUP TWDB-2022
- City of Los Fresnos TWDB DWSRF Water Distribution System Improvements & Rehabilitation Project
- 2019 - City of Los Fresnos TWDB CWSRF 2020 Application
- 2014 - City of Los Fresnos TWDB/DWSRF Water Distribution System Improvements & Rehabilitation Project
- 2019 - City of Raymondville TWDB Rehab of existing Brick Manholes
- 2019 - City of Edinburg FEMA Pre-Disaster Mitigation Program 2019
- 2016 - Willacy County – FEMA WCY005C –Sebastian Street & Drainage Improvements
- Willacy County GLO Disaster Recovery (DRS-210204) Street Drainage Improvements
- Willacy County PCT 4 GLO Disaster Recovery Round 2 Drainage and Pavement Improvements for Sebastian, Lyford, La Sara, and San Perlita
- Willacy County - TDA La Sara & La Rosita - Street Improvements & Drainage
- City of Raymondville Drainage Improvements (TDA Funded)
- 2019 - City of Raymondville TDA Sanitary Manholes Rehabilitation Project
- 2017 - City of Lyford TDA Wastewater Treatment Plant Rehabilitation
- 2020 - City of Los Fresnos WTP EPA Vulnerability Assessment
- 2019 - City of Edinburg Owassa Rd Sanitary Sewer Lines
- 2019 - City of Edinburg Veterans Rd. Drainage Project
- 2020 - City of Edinburg Veterans Rd. Sanitary Sewer Lines Project
- 2020 - City of Edinburg Owassa Rd. Sanitary Sewer Lines Project
- 2019 - City of Edinburg on-call Engineer
- 2019 - City of Los Fresnos Update to Tx Water Conservation Plan & Drought Plan
- City of Raymondville Waterlines & Elevated Storage Tanks
- 2018 - City of Raymondville City Engineer
- 2019 - City of Raymondville-City Engineer
- 2018 - City of Raymondville - Washington Street Ditch
- 2018 - City of Raymondville - Alley ROW behind Stripes
- 2018 - City of Raymondville Water Tank Rehab
- 2019 - City of Raymondville – Sewer Line Repair
- 2019 - City of Raymondville Splash Park
- 2019 - City of Raymondville Water Conservation & Drought Plan
- 2020 - City of Raymondville WWT Plant Permit Renewal
- 2020 - City of Raymondville EDC Building Boundary Survey & Imp Plat & Metes & Bounds
- 2020 - City of Raymondville City Engineer 2020-2022
- 2020 - City of Raymondville COVID-19 PD Remodel
- 2021 - City of Raymondville Well #1 Rehab
- 2021 - City of Raymondville Drainage Ditch
- 2021 - City of Raymondville WTP Diagrams
- 2021 - City of Raymondville Golf Club Improvements
- 2018 - City of Raymondville Stake out City Cemetery-Phase 2
- 2022 - City of Raymondville TX (GLO) 2019 Floods
- 2021 - City of San Benito Rose Lift Station Rehab
- 2020 - City of San Benito Review AEP Project Stookey Pds Infra Project
- 2021 - City of San Benito Review of Various Subdivisions
- 2020 - City of San Benito Review of WTP#2
- 2018 - Cameron County Old Alice Rd

- 2019 - Hidalgo County Drainage District 1 Project #18 Malone Dr. & Pomelo Rd.
- 2019 - Hidalgo County Drainage District 1 Project #28 Old La Blanca Rd. & Mile 10N
- 2018 - HCCID #9 Mercedes FedEx Water Line Relocation
- 2019-Willacy County Pct 4 Pipe Repair County Rd. 1100 Sebastian
- 2020 - Willacy County Pct. 4 Santa Monica Engineering
- 2018 - Willacy County Pct. #3 Dahlia Road Rehab
- 2019 - Willacy County Pct. 4 Street Improvements
- 2020 - Willacy County Plan Reviews
- Willacy County Administration Building Remodel – Entire Structure
- Willacy County Federal Prison - Federal Prison Remediation Project
- Willacy County La Sara Street Improvements
- 2018 - IBWC Arcadia US Inc. Weslaco to Los Indios Levee Rehabilitation
- 2016 - IBWC Falcon Dam Admin Office – Design Build
- 2019 - Harlingen Medical Center - Proposed parking lot Feasibility Assessment
- 2018 - Harlingen Medical Center Additional Topo of Existing Parking Lot
- 2020 - Weslaco KMC Knapp UTRGV Bldg.
- 2020 - Weslaco KMC Engineering Assessment for installation of Uroview FO machine
- 2020 - Weslaco KMC Installation of Uroview FO Machine
- 2020 - Weslaco KMC Review ASC Building for Life Safety Compliance
- 2020 - Weslaco KMC HVAC Improvements for 1st & 4th Floors
- 2020 - Weslaco KMC Review PVASC Bldg. & Install New Generator
- 2020 - Weslaco Knapp Medical Center Topo of parking area & as-builts
- 2020 - Weslaco Knapp Medical Center Engineering & Architecture Assess for segregated compounding area
- 2020 - Weslaco Surya LTD Engineer Design Construction Phase Svcs. – Rangila Subd.
- 2022 – Weslaco ISD Margo Parking Lot, Drainage Improvements
- 2019 - Werner Ellen Investments / El Clavo Harlingen Westway Subd. Phase II Const. Documents & Requirements
- Coffee Port Apts. – Oak Crest Management Civil Engineering Svcs. Brownsville, TX
- Creek Canyon – Civil Engineering Services, Brownsville, TX
- 2019 - Mercedes Builders Construction Services for cleanup of Los Posos Land
- 2021 - MRE Capital Boundary, Topo, Feasibility Study 6.322-acre tract
- 2021 - MRE Capital Boundary, Topo, Feasibility Study 4.474-acre tract
- 2021 - Price Lofts Subdivision Apts. – Engineering & Surveying, Brownsville, TX
- 2020 - Rise Residential Improvement Survey-Mayorca Village Subd.
- 2021 - Roel Villanueva 33 acres Subdivision Plat, Mercedes, TX
- 2021 - Rosario Gonzalez Subdivision Plat, San Benito, TX
- 2021 - Sonoma Housing Advisors ALTA/ACSM McAllen, TX
- 2020 - Sonoma Housing Advisors 120 Unit Complex-Site Plan Edinburg, TX
- 2020 - Sonoma Housing Advisors ALTA/ACSM Survey, Topo Design Odessa, TX
- 2020 - Sonoma Housing Advisors Topo Survey, Design Dallas, TX
- 2020 - Tan Construction Line ALTA/ACSM Land Title Survey of 3.281ac. Brownsville, TX
- 2021 - Victron Energy Topo Survey, Design & Plat Subdivision Mercedes, TX
- 2017 - Mercedes FEDEX Facilities
- Arturo Ramos Regional Nursing Services Weslaco, Texas
- 2022 – Arcadis, Design and Construction Services, Edinburg, TX
- 2022 – Christ Nagal (Costa Azul Development LU) Engineering Services Re- subdivision, Cameron
- 2022 – SSP Services LLC Road Drainage Improvements, Brownsville, TX
- 2022 – Sonoma Housing, Vermillion Apts., Brownsville, TX
- 2022 – Patel Subdivision, Willacy Raymondville

NOTE: GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC. PERFORMED SURVEYING SERVICES FOR MOST OF THE PROJECTS LISTED ON THIS RESUME

Carlos C. Aguilar, P.E., R.P.L.S.

Project Surveyor / Engineer

Education
1974 BS Engineering
Texas A&M Kingsville

Occupational License
RPLS 4997
PE 47469

Total Years of Experience
Civil 42, Surveying 31

PROFESSIONAL SUMMARY

Mr. Aguilar has 31 years of experience covering a broad range of Surveying practices, including Right of Way Strip Maps, Title Research, establishing Boundary Locations, Topography, Construction Staking, and Land Development projects.

CAPABILITIES

Experience includes the ***management and coordination*** of multiple Field crews working simultaneously throughout South Texas including the Rio Grande Valley on projects that include: property boundary surveys (metes and bounds) including finding and/or marking corners, platting and line staking, subdivision design, and layout, topographic surveys, F.E.M.A. floodplain certificates, site plan development and construction stakeout, job bidding (Opinion of Probable Cost), deed and title research, assist with surveys boundary disputes and boundary agreements between clients and adjoiners, property chain of title, Senior Rule (Junior/Senior property rights), condominium surveys, oil, and gas proposed well location surveys, and right-of-way surveys.

TxDOT Pre-Certified (Sequence No.) in the following TxDOT categories:15.1.1 Survey; 15.1.2 Parcel Plats; 15.1.3 Legal Description

PROJECT/PROGRAM HIGHLIGHTS

Mr. Aguilars' Surveying & Engineering career experience includes the following:

Performing American Land Title Association surveys, residential and commercial mortgage surveys for buyers, title companies, and banks; topographic surveys for proposed development (including associating with governmental agencies and/or biologists such as the US Corp of Engineers for surveying determined wetland delineations); construction staking; as-built surveys; large boundary surveys, route surveys (for right-of-way acquisition purposes); littoral surveys along the Gulf of Mexico and Laguna Madre; riparian surveys; platting of property; perform narrative metes and bounds descriptions for land surveys, easements, right-of-way acquisitions, and leases; office and field experience with Global Positioning System; perform State Plane Coordinate surveys; latitude and longitude tabulations; hands-on and technical work on all the above, including drafting, analyzing boundary control and computations and mapping. Gained experience on surveys for oil and gas industry; ability to oversee all office and field work pertaining to land surveying and drafting; client communication skills; analyze and interpret deeds, and research for deeds; obtained experience in assisting in coastal land development; project advisor for subdivision platting; and possibly other learned experiences that come with the profession. Industries served with the surveying profession: Civil Engineering, Construction, Real Estate, Abstract and Title Insurance, Architectural, Oil and Gas, Insurance, Utility Companies, and Local Governments.

Dan Hamilton, Senior Project Manager Construction Division

Education
B.S. Industrial Construction Technologies
Texas State University

Professional Certifications
OSHA 10 Hour #001451479
OSHA 30 Hour#2560063417

Total Years of Experience
45

PROFESSIONAL SUMMARY

Mr. Hamilton has 45 years of construction and engineering related experience, covering a broad range of construction projects and practices, managing project progress and contract conformance. GEO Tech testing, Stockpile management and tracking, Concrete Design, Testing, Quality Control, and Stockpile Management Regimens.

CAPABILITIES

Experience includes project coordination and performance in multiple, private, public and government sector projects. Obtaining and reviewing building and construction permits, including demolition permits, Hazardous material abatement permits, E.P.A. & SWP3 plans, and energy compliance reports. Securing and managing ADA reviews/compliance. Provide management of job cost accounting, job budget review, planning, and tracking. Participate in Hiring, documenting, training, scheduling, and supervision of project specific employees on the project. Team Building.

Government Agency Experiences: US International Boundaries & Water Commission (USIBWC), US Army Corps of Engineers (USACE) and General Administrative Service Administration (GSA)

Security Clearances: *DHS Favorable Suitability, and Texas Board of Prisons Specific Access Contractor Clearance.*

PROJECT/PROGRAM HIGHLIGHTS

His portfolio of projects consists of a broad range of work in private, public, and government sectors. They typically ranged in dollar size from $300,000 to $8,000,000 and reached as high as $150,000,000. They consisted of Design & Construction Management services, heavy Civil earthwork and/or Vertical Construction on new Office buildings, Shopping Malls/Strip Centers, Leasehold Improvements, School projects, Airport taxi way improvements, Municipal facilities and Office remodels, IBWC Levee drainage & renovation projects, IBWC Dam repairs, Public Works road and drainage projects, Municipal Fire Stations and Police Stations, Sewer Treatment plants, Prison Facility repairs and renovations, Ports of Entry Security Upgrades (USACE, GSA, IBWC), FEMA Safe Room projects, and municipal parks, etc.

Todd Dickison, GIS Analyst

Education
B.A. English Literature
Data Analysis Certificate
University of North Texas

Total Years of Experience	Years with GMES Firm
6	<1

PROFESSIONAL SUMMARY

Mr. Dickinson has over 30 years of experience in data analysis, GIS, and IT consulting services. He has utilized GIS tools to conducted spatial analysis, deriving insights and effectively visualize findings for stakeholders. His experience also encompasses the design and support of backend databases used in ERP, CRM, and business intelligence software implementations for Fortune 500 companies and small businesses. He has held diverse roles such as application programmer, data analyst, technical lead, dba and project manager.

CAPABILITIES

Proficient in Esri's software suite, from ArcMap to ArcGIS Enterprise and cloud solutions. Skilled in leveraging the capabilities of Esri tools for spatial analysis, data management, and enterprise GIS deployment. Uses strong Python and SQL skills to develop data pipelines. Extensive experience in developing data models using multiple relational database management systems (RDBMS).

PROJECT/PROGRAM HIGHLIGHTS

He utilized the ArcGIS Pro Hydrology toolset to model water flow under various conditions, aiding Willacy County in developing effective flood mitigation strategies. For Raymondville, he designed a data model in ArcGIS to manage cad data for the assets from Raymondville's sewer system, enabling the creation of GIS maps that displayed these results for improved planning. He has employed high-resolution lidar to develop accurate GIS maps that captured detailed elevation data that may be used for residential development.

Jose Lucio, EIT #78863

Education

B.S. Civil Engineering
University of Texas, Rio Grande Valley
Associates Science and Engineering
South Texas College

Total Years of Experience
2

Years with GMES Firm
1

PROFESSIONAL SUMMARY

Mr. Jose Lucio is a Civil Engineer-in-Training who has experience in design & construction, with exceptional attention to construction inspection, surveying, and quality control. Mr. Lucio is a motivated individual who is consistently exploring new areas to expand his knowledge and abilities. Mr. Lucio's eagerness to contribute to team success through hard work, attention to detail, and excellent organizational skills, add to the efficiency of each project he undertakes.

GMES Experience

- **P889-02 Veterans Blvd. Drainage, Edinburg, TX**
  - Road & Storm Improvements Design
  - Construction Management, Change Orders, RFI's, Pay Apps.
  - Inspection of Field Activities
  - Quality Control of Material Submittals, Test Reports.
- **P943 Costa Azul Subdivision, South Padre Island, TX**
  - Plating Subdivision
  - Drainage, Grading, Paving, Utilities Design
- **P925 Woodcrest Apartments, Odessa, TX**
  - Plating Subdivision
  - Drainage, Grading, Paving, Utilities Design
  - SWPPP
- **P930 Jackson St. Apartments, McAllen, TX**
  - Platting Subdivision
  - Drainage, Grading, Paving, Utilities Design
- **P959 Weslaco East ISD, Weslaco, TX**
  - Ditch Drainage Improvements
- **P966 FRA Improvements, Harlingen, TX**
  - Drainage, Grading, Paving Design
  - Construction Management, Change Orders, RFI's, Pay Apps.
  - Field Inspection/Reports of Construction Activities.
  - Quality Control of Material Submittals, Test Reports.
- **P937 Tax Office, Brownsville, TX**
  - Inspection of Field Activities
  - Quality Control of Material Submittals, Test Reports.
- **P929-01 Price Lofts Subdivision, Brownsville, TX**
  - Inspection of Field Activities
  - Quality Control of Material Submittals, Test Reports.

Prior Experience

2021-2022 **Field Engineer** -Robinson Construction

- Nestle Purina Pet Care Expansion
  - Assist Surveying with The Layout of Points, Elevations, and Dimensions for The Project
  - Quality Control of Testing Procedures, and Materials.
  - Inspections of Field Activities
  - Overview of the Project to Ensure It's Built to The Drawing's Specifications.
  - Assist In Communication with Suppliers and Subcontractors
  - Material Receipts/Inventory
  - Scheduling

- Construction Safety Inspector

➢ Patrick Airforce Base
- Inspection of Field Activities
- Quality Control of Testing Procedures, and Materials
- Construction Safety Inspector

Computer Skills

Microsoft Office (Excel, Word, PowerPoint, Outlook)
PROCORE
Rhumbix
PowerBI

Albert J. Aldana II, Graduate Engineer

Education

B.S. Civil Engineering

UTRGV

Total Years of Experience

11

Years with GMES Firm

2

PROFESSIONAL SUMMARY

Graduate Engineer offering 10 years of experience in the Civil Engineering Field. Adept in traffic engineering projects consisting of traffic signal design, signal timing, and signal warrant studies. Highly proficient in both MicroStation and AutoCAD. Experience in drainage and utility design.

Traffic Engineering Studies

- **Traffic Impact Studies:** performed traffic impact analysis to determine the vehicular impacts because of planned development in the Cities of Brownsville, Harlingen, Edinburg, McAllen, Pharr, San Benito, and Weslaco, Texas.
- **Traffic Engineering Studies:** prepared traffic engineering studies to determine the appropriate traffic controls for Cities and TxDOT.

Traffic Engineering Design

- **Traffic Signal Design:** prepared the design of traffic signals in urbanized settings for the Cities of Brownsville, Edinburg, Pharr, McAllen, and San Juan. Designs included traffic signal timing plans.
- **Signing & Pavement Markings Design:** prepared the design of signing and pavement markings for urban multi-lane arterials, divided highways, frontage roads, and railroad crossings.

Prior Research/Work Experience

Seven Traffic Signals PS&E Project for the City of Brownsville, TX – prepared plans and estimates for sidewalks, ADA-compliant wheelchair ramps, and crosswalks traffic signal improvements. The project was let by TxDOT and prepared DCIS estimate in accordance with Pharr District requirements.

Traffic Signal Designs for the City of Brownsville, TX – prepared plans and estimates for traffic signal improvements at the intersections of SH 48 at Zena Dr and Austin Rd. Prepared plans, specifications, and estimates for TxDOT letting.

Pharr Bike Lane Project, TX – worked on developing plans, specifications, and estimates for proposed bike lanes on Cage Blvd between US 281 and FM 495 and on FM 495 between Veterans Blvd and Jackson Rd. Plans prepared for TxDOT.

Rio Grande LNG & Rio Bravo Pipeline TIAs – collected traffic data and performed traffic impact analysis for proposed LNG on SH 48 south of SH100. Provided recommendations for mitigating improvements.

Computer Skills

Proficient in MicroStation & AutoCAD
Proficient in SignCAD
Proficient in SYNCHRO
Proficient in the Development of Plans, Specifications & Estimate (PS&E)

Areas of Experience

Traffic Signal Design
Traffic Signal Timing/Coordination
Traffic Signal Warrant Studies
Flashing Beacon Design
ADA Sidewalk & Curb Ramp Design

Areas of Experience cont.

Pedestrian Safety Studies
Signing & Pavement Markings Design
Safety Improvement Studies
Traffic Engineering Studies Traffic Impact Studies Proficient in traffic studies

Angel Paniagua, Graduate Engineer

Education
B.S. Civil Engineering
UTRGV

Total Years of Experience
2
Years with GMES Firm
<1

PROFESSIONAL SUMMARY

Graduate civil engineer-in-training with 2 years of experience in the field. Adept in supervising construction process as well as preparing cost estimates. Highly motivated to learn more about the field, particularly in the firm's specialties such as wastewater management and drainage design.

GMES Experience

- P913-08 Sebastian Drainage Improvements
  - Quantity checks for cost estimation.
- P965-04 Raymondville Cemetery
  - Quantity checks for cost estimation.
- P965-08 Raymondville WC & DC
  - Preliminary research for preparation of water conservation and drought contingency plans of Raymondville.
- P953 DR 18 – Heywood Improvements
  - Preliminary design for drainage improvements.

Computer Skills

- Microsoft Office (Excel, Word, PowerPoint, Outlook)
- Revit
- ArcGIS Pro
- AutoCAD

Prior Experience

2022 – 2024 **Engineer** – Ideas Construction

- McAllen Creative Incubator Remodel
  - Prepared cost estimates and ordered material for construction.
  - Preliminary construction scheduling and allocation of resources / labor.
  - Supervise and ensure delivery of materials.
- McAllen Triplex Remodel
  - Construction plans including basic mechanical and electrical layouts for city approval.
  - Field visits to coordinate with city inspector to ensure construction is up to code.
  - Prepared cost estimates and ordered material for construction.

Dionicio Garza III, EIT #80097

Education
B.S. Civil Engineering
UTRGV

Total Years of Experience
<1
Years with GMES Firm
<1

PROFESSIONAL SUMMARY

Mr. Dionicio Garza is a Civil Engineer-in-Training who has experience in Land Surveying and Construction Staking. Has a proactive attitude towards personal and professional development. His enthusiasm for expanding his knowledge and skills is to contribute to team success.

Prior Experience

2023-2024 Instrument Man/ Surveyor 1- SAMES Inc.

- Oversee local and out of state Staking Projects
- Providing continuous contact with clients to obtain the necessary documentation and ensure the team has provided high-quality service and deliverable.
- Perform quality control of survey and staking documents, including survey plans, descriptions, and Exhibits.
- Meet with the department to discuss and plan present and future projects and projections.
- Prepare and review CAD work.
- Operate surveying instrument and data collector (Trimble TSC7). Produced field calculations and sketched surveying jobs.
- • Maintain appropriate field procedures; records all field data, information; provides guidance and direction to the Rodmen; performs survey tasks as per the direction of the Party Chief.

Work Experience

Drainage system survey For Los Fresno, TX – coordinated a survey crew to collect all the storm structures for the city of Los Fresno and process the data for deliverable the client requested.

Staking and quality control For SpaceX – coordinated multiple Staking and quality control projects in SpaceX. That required a daily exhibit of progress and weekly overall exhibit of progress.

Pedro Espinoza Jr, EIT

Education
B.S. Mechanical Engineering
UTRGV

Total Years of Experience
<5
Years with GMES Firm
<1

PROFESSIONAL SUMMARY

Mr. Pedro Espinoza Jr is a Engineer-in-Training who has experience with 5 years of experience in the field. Adept in supervising construction process and problem solving. Mr. Espinoza's eagerness to contribute to team success through hard work, attention to detail, and excellent organizational skills, add to the efficiency of each project he undertakes.

.

GMES Experience:

P921-05A Raymondville Water Well #3

- Supervise construction
- Review submittals & RFIs

P964-00 Los Fresnos Water Line Extension

- Supervise construction
- Review submittals, prepare change orders for contract adjustments

P814-02 Los Fresnos Water Treatment Plant Improvements

- Supervise construction
- Develop cost efficient solutions to emerging problems

P972-01 Rancho Viejo Road Assessment

- Gather and analyze data on existing road conditions
- Prepare road assessment report with recommendations and cost estimates.

Prior Experience

Hydraulic Fracturing Engineer

- Established jobs by setting up work sheets and software programs.
- Prepared stage reports, ordered material, prepared invoices.
- Critical decision making to complete project to specification.
- Troubleshooting problems and finding solutions to reduce downtime.

Computer Skills

- Microsoft Office (Excel,Word, PowerPoint, Outlook)
- Revit
- ArcGIS Pro
- AutoCAD

GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
FRKMUNJQTCN6	**47QT5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jul 2, 2025**	
Physical Address	Mailing Address	
2020 E Expressway 83 **Mercedes, Texas 78570-9423** **United States**	**2020 E. Expressway 83** **Mercedes, Texas 78570-9418** **United States**	

CERTIFICATIONS/FINANCES & INSURANCE

LICENSES:

Guzman Muñoz Engineering and Surveying, Inc. (GMES) (DBE) (HUB) has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering and surveying services in the State of Texas. TBPE Registration No. F-8017, expiration date of 7/31/2025; TBPLS Registration No. 10087700, expiration date of 12/31/25.

FINANCIAL STABILITY

GMES has been in business for over 50 years, is well-established, and is financially stable. The firm is able to facilitate and manage the risks that may be associated with any project assigned to the firm.

BANKING INFORMATION

GMES banks with PNC Bank. Contact Person: Maria Gonzales, Phone# (956) 365-6401

LITIGATION

GMES has never been in litigation or arbitration for any past or current projects. GMES has successfully completed its projects without major delays and without claims. ***GMES has never been terminated from any assignments for non-performance.***

AFFIRMATIVE ACTION/DRUG-FREE

Guzman & Munoz Engineering and Surveying, Inc. is a registered Historically Underutilized Business (HUB) by the State of Texas Historically Underutilized Business Certification and Compliance Program as well as certified by TxDOT as a Disadvantaged Business Enterprise. It is the policy of the company to promote Affirmative Action and provide equal opportunity to all employees and applicants for employment; and administer all terms, conditions, and privileges of employment in a manner that does not discriminate on the basis of race, color, creed, ancestry, national origin, sex, age, marital status, liability for service in the armed forces of the United States, or because of physical or mental handicap in regard to any position for which the employee or applicant is qualified for and under consideration at GMES. GMES is committed to providing a safe and drug-free work environment and to fostering the health and well-being of its employees.

CHAPTER 2252, TEXAS GOVERNMENT CODE

In accordance with Chapter 2252 of the Texas Government Code, GMES hereby certifies that GMES does not engage in business with Iran, Sudan, or any foreign terrorist organization, and GMES is not listed by the Texas Comptroller as a terrorist organization.

CHAPTER 2271, TEXAS GOVERNMENT CODE

GMES certifies that GMES does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation.

CHAPTER 2274, TEXAS GOVERNMENT CODE

GMES verifies that GMES does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

INSURANCE AND BONDING INFORMATION

GMES will provide current general liability insurance, worker's compensation and professional liability insurance for any project within 10 calendar days of any Notice of Award.

Professional Liability Insurance

Choices Insurance Agency	Policy No: IAE4207485-0	**(503) 653-8287**
Agent: Jordan Walt	617 High St. Suite 205	Oregon City, OR 97045

Commercial Liability

South Texas Broker Ins. Agency, Inc.	Policy: 100379428181	**(956) 207-1118**
Agent: John F. Gonzalez Jr.	321 Nolana	McAllen, Texas 78505

Workers' Compensation

Texas Mutual Insurance Co.	Policy No: SBP0001218030	**(956) 682-2841**
Agent: Shepard Walton King Inc. Group	P.O. Box 1630	McAllen, Texas 78505-1630

Automobile Liability

State Farm Mutual Insurance Co	Policy No: 3628145B0953E001	**(956) 702-2886**
Agent: Raul Resendez	102 W. Amy Dr. Ste. 1	San Juan, Texas 78589

LIST OF CLIENT REFERENCES

GMES is extremely proud of our reputation established with clients.
Please feel free Contacting the following references regarding our performance and services:

Name	Title/Location	Phone No.
Mardoqueo Hinojosa	***City Engineer*** *– City of Edinburg* *415 W. University* *Edinburg, Texas 78539*	*(956)388-8211*
Andres Chavez	***Director of Operations*** *– City of* *Raymondville 142 S. Seventh Street* *Raymondville Texas 78580*	*(956) 689-2443*
Mark Milum	***City Manager -*** *City of Los Fresnos* *520 E. Ocean Blvd.* *Los Fresnos, TX 78566*	*(956) 233-5768* *ext. 1100*
Aurelio Guerra	***County Judge*** *– City of Raymondville* *576 West Main Street* *Raymondville Texas 78580*	*(956) 689-3393*

SUB-CONSULTANTS

Ardurra Group, Inc.
6010 McPherson Suite 110,
Laredo, Texas 78041

COMPANY SUMMARY

With 1,750 employees in over 85 offices across the country, Ardurra is a Top 500 ENR-ranked, rapidly growing company of experts, engineers, and design professionals committed to delivering quality services and practical solutions in the fields of engineering (water & wastewater, aquatics, public works, structural, land development, solid waste), landscape architecture, ecological services, disaster management, surveying, and transportation. Over the last three years, we have tripled in size through involvement in major projects and strategic acquisitions that have expanded our resources, capabilities and geographic reach.

Ardurra offers a broad range of utility engineering services to provide the expertise and guidance necessary for utility design and relocation design. From big picture services like grant funding applications and Capital Improvements Plan development, to the more intricate aspects of design and construction, we help plans materialize. Ardurra staff is knowledgeable in all aspects of traffic and transportation planning and engineering including utility relocation design and construction oversight. Our seasoned professionals provide services which include but are not limited: utility relocation coordination and conflict resolution, utility relocation design, utility design, and traffic control plans which will be a critical part of this project. We are committed to providing the services specific for this project and will work closely with the Guzman & Muñoz Engineering & Surveying and the City of Edinburg to successfully complete the utility relocations along US Hwy 281.

Ignacio Hinojosa, PE

Utility Engineering

Mr. Hinojosa has over nine years of experience in the planning and design of roadway, water, wastewater, utility, and traffic control design. Native to the Texas-Mexico Border and Laredo office lead, Mr. Hinojosa, takes special pride in serving as an extension of his client's staff and applies his expertise with critical infrastructure improvement projects. He has served as Project Manager and Client Service Manager for the City of Laredo, Webb County, City of Eagle Pass, Maverick County, Cameron County and other entities in municipal parks, hike and bike trails, recreational facilities, water, wastewater, roadway, transportation, traffic engineering, conceptual planning, and bridge infrastructure projects. He has served his clients in the successful delivery of water treatment, water distribution, wastewater treatment, and wastewater collection projects with construction costs ranging from $40,000 to more than $ 39 million.

Education:

Bachelor of Science, Civil Engineering, University of Texas San Antonio, 2016

Registrations & Certifications:

Professional Engineer, Texas No. 138711

Memberships & Organizations:

Underground Construction Technology Association (UCTA)
Water Environment Association of Texas (WEAT)

Project Experience

ARPA Waterline Extension, Webb County, TX

Ignacio is currently serving as Client Services Manager and Project Manager for Webb County to manage the American Recovery Plan Act Waterline Extension project that will provide first time water service for Colonia La Presa located in southern Webb County. This federally funded project consists of approximately 5 miles of a 16" transmission main, 2.5 miles of 8" water distribution system, in addition to the installation of fire hydrants, air release valves, blow-off valves, and water services. Our team facilitated the project through design and bidding phases and was responsible of leading multiple subconsultants tasked with completing services such as environmental review, geotechnical investigation, and SUE analyses to ensure adhering to the project schedule while committing to preparing deliverables at Ardurra's highest standards. Ardurra has also coordinated with respective entities such as TxDOT, TCEQ, and City of Laredo to ensure obtaining all permits required for construction. We are currently working on finalizing the bidding phase and assisting Webb County execute the construction contract with the successful bidder in preparation to initiating the construction phase.

Zacate Creek 42" Wastewater Interceptor from Zacate Creek WWTP to Chacon Creek Design-Build, Laredo, TX

Ignacio is currently serving as Client Services Manager and Project Manager for the City of Laredo for the 42" Wastewater Interceptor project extending approximately 7,000 LF from Zacate Creek Wastewater Treatment Plant to the 54" Interceptor running along Chacon Creek. This project is being delivered through a Design-Build Team which has allowed for a streamlined schedule and construction. This is 42" gravity sewer main that is currently being constructed via microtunneling at a depth ranging from 25 to 50 ft. The project has required flow determination and diversion modeling, extensive environmental permitting, an aerial crossings, erosion and sediment control, endangered species management, and geotechnical investigation and geological formation analysis.

Pan American LS Elimination and Gravity Sewer Main Project, Laredo, Tx

Ignacio is currently serving as Client Services Manager and Project Manager for the City of Laredo to install 2,968 LF of 12" gravity sewer main within existing/proposed easements, construction of proposed manholes, tie-into existing manholes/pipe, and install 207 LF of 20" steel encasement. Decommission an existing sanitary sewer lift station (to be completed by others). Surge, fill, cap, and abandon existing sanitary sewer pipe/manhole. This project will support the City's effort in the consolidation of Lift Station's to counteract the increased addition of Lift Stations due to Laredo topography and exponential development. This project is currently in bidding phase and is expected to be completed by the end of 2025.

Northwest Wastewater Improvements (Lift Station and Forcemain), Laredo, Tx

Ardurra is currently providing design services for the City of Laredo' northwest wastewater improvements project. This project includes the construction of 1 new lift station, expansion of 2 existing lift stations, construction of 5 miles 6" forcemain, the decommissioning of 1 the Laredo Colombia Wastewater Treatment Plant (WWTP) and the rehabilitation of the Peñitas WWTP. The key drivers for this project are the upcoming Industrial development (>1,700 acres) adding flows to the wastewater collection system and treatment plants, the upcoming National Guard Armory (with 250 min. occupancy and 4,000 max occupancy) adding significant flows to the wastewater system, addressing aging infrastructure and recurring maintenance issues at Laredo Colombia WWTP and Peñitas WWTP. This project is expected to begin construction in the Fall of 2025 and will be completed in late 2026.

City of Laredo – I-35 FM Realignment, Laredo, Tx

As Client Services Manager and Project Manager, Ignacio led the Ardurra team to successfully deliver a force main relocation design which contributed to TxDOT's I-35 Expansion (CSJ: 0018-05-089) Project as a consultant for the City of Laredo. TxDOT and the City of Laredo had been coordinating the relocation of a force main that crosses I-35 and would need to be relocated per Texas Administrative Code Chapter 21 Subchapter B Utility Adjustment, Relocation, or Removal. The improvements to I-35 will play a pivotal role in the economy of Laredo and the United States as this infrastructure is aimed at improving the flow of traffic and increased traffic in the nation's #1 trade port.

Ardurra was contracted by the City of Laredo (Local Government) on March 29, 2024 and was given a deadline of April 12, 2024 - just a two week turnaround time. Ardurra's staff work diligently with the City of Laredo's Wastewater Collection Department and Utilities Engineering Department as well as with TxDOT and their consultant on the Utility Conflict Resolution. The collaboration between Ardurra, the City of Laredo and its consultant allowed for CSJ: 0018-05-089 to meet the submission deadline and avoid delaying the letting date of a project that has$ 217.13 M in Category 12 Funding and $37.00 M in Category 4 Funding.

For Project Ardurra completed the following:

- Utility Relocation Design
- Coordination for Subsurface Utility Exploration Level B
- Avoided Coordination with Union Pacific and potential delays to project by implementing creative design
- Coordination with TxDOT Laredo District and City of Laredo (LG)

Project Engineer, San Antonio Water System (SAWS), SH 151: LP 410 to LP 1604, San Antonio, TX

Project engineer for water and sewer design, bid and construction phase services. Project consisted of reviewing TXDOT's design for SH 151 from LP 410 to LP 1604 to determine which SAWS water and sewer mains are in conflict with TXDOT's proposed design and coordinate with TXDOT on conflicts, design, bid and construction phase services for the replacement of approx. 1650 LF of 12" water main along with fire hydrant relocations and water valve and

meter box adjustments, and design of protection measures on existing water and sewer mains within the project limits.

Delany Waker, PE

Utility Engineering

Ms. Walker has experience in water and wastewater utility design. She has gained knowledge in site development, utility design, and rehabilitation methods. Projects she has worked on include water main replacement design, and rehabilitation of sewer mains with methods of CIPP, Pipe Burst, and Open-Cut Replacement. She has completed projects on replacement of existing waterlines, proposed transmission lines, disinfection facilities, and pump stations rehabilitation and design. Her relevant experience includes:

Project Experience

FM 306 Water Main Replacement Phase III, Canyon Lake Water Service Company, Canyon Lake, TX.

Project Engineer responsible for the design of approximately 3,700 LF of water main to be replaced. Responsibilities included design of the water main following all specifications set forth by Canyon Lake Water Service Company. Drafting the plan and profile sheets, creating a by-pass plan, estimating quantities, and opinion of probable cost. Design of the storm water pollution prevention plan and examining means of construction (i.e. boring under roadways).

Guadalupe & US 281 Water Main Replacement, Canyon Lake Water Service Company, Canyon Lake, TX.

Project Engineer - This project consisted of the design of approximately 2,685 LF of water main to be replaced. Responsibilities include the design of the water main following all standards and specifications set forth by Canyon Lake Water Service Company. Along with the design of the Storm Water Pollution Prevention Plan. As well as the drafting of the plans and profiles, producing quantity tables, and an opinion of probable cost. Construction feasibility was examined in locations of existing utility and private roadways in which the water main alignment was adjusted, and methods of construction were changed to slick boring.

FM 306 Water Main Extension Phase V, Canyon Lake Water Service Company, Canyon Lake, TX.

This project included the design of approximately 7,600 LF of water main to be replaced. Responsibilities include the design of the water main following all specifications set forth by Canyon Lake Water Service Company. The design and drafting of the Storm Water Pollution Prevention Plan. Drafting the plan and profile sheets, creating a by-pass plan, estimating quantities for construction, and an opinion of probable cost was also completed. Design feasibility was examined in location of large drainage culverts were existing in which the construction method was adjusted to slick boring.

Education:

Bachelor of Science, Civil Engineering, University of Texas San Antonio, 2019

Registrations & Certifications:

Professional Engineer, Texas No. 147062

Memberships & Organizations:

Underground Construction Technology Association (UCTA)

Ricardo Zamora, PE, CFM

Traffic Control

Rick has over 23 years of experience in civil engineering. He is experienced in the transportation corridor planning, schematic design, PS&E design and development, and construction of various TxDOT, City of San Antonio, and Bexar County projects. He has been involved in the PS&E process for several projects involving roadway reconstruction for both major and minor roadways. Rick has knowledge in PS&E, preparation of bridge layouts, traffic control plans, hydraulics, and Level II Scour analysis as a designer, as well as construction experience as the project engineer for a freeway reconstruction project. His design and Construction experience has provided him extensive knowledge in constructability for many disciplines in design and in the field.

Education:

Bachelor of Science, Civil Engineering, University of Texas San Antonio, 1999

Registrations & Certifications:

Professional Engineer, Texas No. 94752

TxDOT Sequence No. 15626

Certified Floodplain Manager # 1529-09N

TxDOT Local Government Project Procedures

Memberships & Organizations:

American Public Works Association (APWA)

Project Experience

US 83 - Harlingen, Cameron Co., TX, TxDOT – Pharr District – San Benito Area Office

Mr. Zamora designed portions of the project involving the 8.972-mile reconstruction of US 83 in Harlingen. Due to the size of this project, Mr. Zamora designed certain section of the full PS&E work based off of a schematic design. Mr. Zamora designed the bridge and intersection layouts for the 7 overpasses, four were designed as two-phase construction, and three were designed as one phase construction. He then designed layout, phasing, and temporary bypass for a bridge class irrigation crossing with a Level II Scour Analysis for the structure. He designed 11 of 25 irrigation crossings for the project, computed quantities for all 25 crossings, and coordinated with four irrigation districts on the design of the structures. He designed and computed quantities on all mainlane and frontage road P&.P's. Two of the intersection layouts he designed included the design of pedestrian facilities. The estimated cost for this project was $98 million.

Pharr District – San Benito Area Office - US 77/83 – Brownsville - TxDOT, Cameron County, TX.

Mr. Zamora reviewed sections of the project involving the 5.2-mile reconstruction of US 77/83 in Brownsville. Mr. Zamora reviewed portions of the PS&E package designed by others. He also reviewed the utility and drainage sheets to see if the storm sewer systems were in accordance with the TxDOT Hydraulics Manual. He verified all of the Texas Hydraulic System's hydraulic data coincided with the utility and drainage sheets. He also reviewed the traffic section, bridge section, illumination, and pavement markings sections of the plans. Later, he inspected the construction of some of the bridge structures, drainage structures, and concrete and ACP placement throughout the project. The estimated cost for this project was $72M

US 77/83 - Russeltown, Cameron Co., TX, TxDOT – Pharr District – San Benito Area Office

Mr. Zamora managed the project involving the 2.85-mile reconstruction of US 77/83 in Russeltown. Mr. Zamora was the Project Engineer for this project. He was responsible for managing this construction project and resolving problems on all phases of construction. He was responsible for inspecting and testing roadway materials on all phases of construction with the assistance of one inspector (roadway, bridges, MSE walls, concrete structures, drainage structures, and irrigation structures). He was responsible for

reviewing and approving shop drawings submitted by the Contractor. He was responsible for changes in redesign of elements due to inaccuracies in the field. He approved and provided alternate traffic control plans for situations not covered in the plans. He designed new typical sections, E&Q sheets, and P&P's for change orders including the proposed reconstruction of frontage road (original plans had widening only). The project was estimated at $25 million.

TxDOT (Laredo District) – TCP Project, FM 186, Dimmitt County, TX
Mr. Zamora was the TCP task lead for FM 186 in Dimmitt County to reconstruct 14 miles of full width pavement replacement and bridge class culvert widening. Construction phasing segment limits were placed near commercial driveways to improve access during construction.

TxDOT (Lufkin District) – US 96, San Augustine, TX
Mr. Zamora was drainage and storm water pollution prevention plan (SWPPP) task leader responsible for preparing plans, specifications and estimate documents of the drainage structure improvements and storm water pollution prevention plan (SWPPP) for US 96 in San Augustine, TX. This project of the hydrologic and hydraulic analyses of fourteen cross drainage structures and the design of the extension of twelve of these structures for road widening and re-profiling. Mr. Zamora also designed and selected the BMP's to be used during the construction of this project for the storm water pollution prevention plan (SWPPP) narrative and plans.

TxDOT (Pharr District) – FM 1761, Willacy County, TX
As engineering assistant II, Mr. Zamora worked on sections of the project involving the 6.9-mile reconstruction of FM 1761. Mr. Zamora designed two bridge layouts and provided a Level II scour analysis for each bridge layout using HEC-RAS software. He designed the traffic control plan and

GUZMAN & MUÑOZ

ENGINEERING AND SURVEYING, INC.

Texas Registered Engineering Firm F-8017

2020 E. Expressway 83
Mercedes, Texas 78570

Ph: 956-565-4637
Email: jmunoz@gmes.biz

STATEMENT OF QUALIFICATIONS
FOR

CITY OF EDINBURG

RFQ NO. 2025-003
U.S. HIGHWAY NORTH 281 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 2
(PROFESSIONAL ENGINEERING SERVICES)

SUBMITTED BY:

JAVIER HINOJOSA ENGINEERING
416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
javier@javierhinojosaeng.com
TBPE FIRM NO. F-1295

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TRANSMITTAL LETTER

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NO. F-1295

June 16, 2025

Mr. Gerardo Carmona, Director of Utilities
Director of Utilities
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: RFQ No. 2025-003 – U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

Dear Mr. Carmona,

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 June 17, 2025. We have received Addendum No. 1 and Addendum No. 2 for this RFQ and consideration of their content has been included in our package.

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.

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 and is authorized to bind the firm to contract with the City of Edinburg. Mr. Hinojosa is extremely familiar with the City's needs for this project. Mr. Hinojosa has over 40 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
Cell: 956-624-7006
E-mail: javier@javierhinojosaeng.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 this challenging project and look forward to talking with you in more detail about our proposal.

Sincerely,

JAVIER HINOJOSA ENGINEERNG

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
E-Mail: javier@javierhinojosaeng.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 40 years of experience in this area.

Javier Hinojosa Engineering is an Equal Opportunity Employer.

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

JAVIER HINOJOSA ENGINEERING

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-1295

Expiration Date
9/30/2025

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **74808**
Status: **ACTIVE**
Expires: **12/31/2025**

JAVIER HINOJOSA
Texas Licensed Professional Engineer

Signature

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 40 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.

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. Gilbert Teegardin, Project Manager: Mr. Teegardin will be the Project Manager for each assigned project. Mr. Teegardin will coordinate day to day activities for Engineering services related to each assigned project. Mr. Teegardin 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.

EXPERIENCE AND REFERENCES
MUNICIPAL PROJECTS

1. Project Name: Renaissance Center Subdivision
Location: McAllen, Texas
Year Completed: 2015
Project Scope: 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.
Owner: City of McAllen / Doctors Hospital at Renaissance
Contact Person: Eduardo Mendoza, P.E., City Engineer
Address: 1300 Houston Avenue
McAllen, Texas 78501
Phone #: 956-681-1150
Project Construction Cost: $5,779,386.19
Contractor: Gonzalez Concrete
Address: 320 N. 15th Street, Ste. 40
McAllen, Texas 78501
Phone #: 956-683-6230
Engineer: Javier Hinojosa, P.E.

2. Project Name: Pharr Produce District Subdivision Phase I
Location: Pharr, Texas
Year Completed: 2014
Project Scope: 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.
Owner: City of Pharr
Contact Person: Ruben Alfaro, P.E., City Engineer
Address: 118 S. Cage Blvd.
Pharr, Texas 78577
Phone #: 956-402-4242
Project Construction Cost: $4,752,906.08
Contractor: FJW Construction
Address: 1100 E. Jasmin Avenue, Ste. 102
McAllen, Texas 78501
Phone #: 956-688-2397
Engineer: Javier Hinojosa, P.E.

3. Project Name: City of Mission Sanitary Sewer Improvements
Location: Palmhurst, Texas
Year Design Completed: 2017
Project Scope: Project Engineer for design and construction phase services for sanitary sewer improvements along Mile 3 North from Conway Avenue to Trosper Road within the City of Palmhurst, Texas (City of Mission CCN). Project involved construction of sanitary sewer improvements for the Palmhurst area.
Owner: City of Mission
Contact Person: J.P. Terrazas, P.E., Assistant City Manager
Address: 1201 E. 8th Street
Mission, Texas 78572
Phone #: 956-580-8780
Project Construction Cost: $320,000.00
Contractor: City of Mission
Contact Person: J.P. Terrazas, P.E., Assistant City Manager
Address: 1201 E. 8th Street
Mission, Texas 78572
Phone #: (956) 580-8780
Engineer: Javier Hinojosa, P.E.

4. Project Name: Mission Event Center
Location: Mission, Texas
Year Design Completed: 2017
Project Scope: 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.
Owner: City of Mission
Contact Person: J.P. Terrazas, P.E., Assistant City Manager
Address: 1201 E. 8th Street
Mission, Texas 78572
Phone #: 956-580-8780
Project Construction Cost: $2,000,000.00
Contractor: D. Wilson Construction
Contact Person: Steve Rodriguez
Address: 1207 E. Pecan
McAllen, Texas 78502
Phone #: (956) 686-9573
Engineer: Javier Hinojosa, P.E.

5. Project Name: Agua SUD Waterline Improvements
Location: Palmview, Texas
Year Completed: 2011
Project Scope: Project Engineer for design and construction phase services for waterline improvements within El Flaco Chiquito Subdivision, S. Minnesota Road Subdivision and Tom Gil Road from Diamond Avenue to the Pump Station.
Owner: Agua SUD
Contact Person: Previously Frank Flores, General Manager
Address: 3120 North Abram Road
Mission, Texas 78572
Phone #: 956-585-2459
Project Construction Cost: $915,000.00
Contractor: Asago, LLC dba Asago Construction
Address: 2112 S. Shary Road, Suite #23
Mission, Texas 78572
Phone #: (956) 607-0741
Engineer: Javier Hinojosa, P.E.

6. Project Name: Pharr Bridge Business Park
Location: Pharr, Texas
Year Completed: 2016
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, lift station, storm drainage and concrete paving improvements.
Owner: Pharr Bridge Investment Company, LP
Contact Person: Ilse A. Vidaurri, Executive Director
Address: 3501 W. Utility Drive
Pharr, Texas 78577
Phone #: 956-702-4167
Project Construction Cost: $664,392.43
Contractor: Ziwa Corporation
Address: 1952 S. Price Road
Brownsville, Texas 78521
Phone #: (956) 542-8167
Engineer: Javier Hinojosa, P.E.

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.

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 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.

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 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.

Bentsen Palm Drive Drainage Outfall
Client: Hidalgo County Precinct No. 3
Project Engineer for the preparation of construction plans and specifications for the

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 Glasscock Road Drainage Improvements
Client: City of Mission
Project Engineer for design and construction phase services for storm drainage improvements for Glasscock 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

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
- Tiffaney 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) Mr. Raul Sesin, P.E. District General Manager
Hidalgo County Drainage District No. 1
902 N Doolittle Road
Edinburg, TX 78542
(956) 292-7080 ext. 5801
raul.sesin@hcdd1.org

2) Hidalgo County Precinct No. 3
Mr. Everardo Villarreal, Commissioner
724 N. Breyfogle
Mission, Texas 78572
956-585-4509
commissioner3@co.hidalgo.tx.us

3) Mission C.I.S.D.
Mr. Ricardo Rivera, Assistant Superintendent for Operations
520 Holland Avenue.
Mission, Texas 78572
(956) 578-5031
rriver49@mcisd.org

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
ruben.trevino@mcallenisd.net

5) City of Mission
Mr. J.P. Terrazas, P.E., Assistant City Manager
1201 E. 8th Street
Mission, Texas 78572
956-580-8650
jpterrazas@missiontexas.us

6) City of Alton
Mr. Jeff Underwood, City Manager
509 S. Alton Blvd.
Alton, TX 78573
(956) 432-0760
jeff.underwood@alton-tx.gov

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

3. Project Name: City of Edinburg Airport Sewer Project
Location: Edinburg, Texas
Year Completed: Ongoing design
Project Scope: Project Engineer for a sanitary sewer improvement project for the Edinburg Airport.
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. Javier Hinojosa Engineering is currently under litigation with a local School District regarding a school project of which JHE was a Subconsultant. This has no affect on any current or future projects performed by JHE.

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Javier Hinojosa Engineering has read the Professional Services Agreement included in RFQ No. 2025-003 U.S. Highway North 281 Water Distribution System Improvements Phase 2 (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
   Cell: 956-624-7006
   E-mail: javier@javierhinojosaeng.com

2. Gilbert Teegardin, Project Manager
   Javier Hinojosa Engineering
   416 E. Dove Avenue
   McAllen, Texas 78504
   Ofc: 956-668-1588
   Cell: 956-778-3682
   E-mail: javier@javierhinojosaeng.com

City of Edinburg

Request for Qualifications:
U.S. Highway North 281 Water Distribution System Improvements Phase 2

RFQ No. 2025-003

Professional Engineering Services

Tuesday
June 17,2025
3:00PM Central Time

M2 Engineering, PLLC.

1810 E. Griffin Parkway
Mission Tx 78572
956-600-8628
www.m2-engineers.com
FIRM REGISTRATION # F-19545

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M2
Engineering, PLLC

Gerardo Carmona
Director of Utilities
415 w university blvd
Edinburg, TX 78541
Email: gcarmona@cityofedinburg.com
Phone: (956) 388-8212

Re: Response to RFQ No. 2025-003

Mr. Carmona,

M2 Engineering, PLLC (M2E) is privileged to submit our statement of interest for the RFQ No. 2025-003, aiming to accurately aid and support the City of Edinburg, in U.S. Highway North 281 Water Distribution System Improvements Phase 2. We truly believe we are a tremendous fit and guarantee to uphold your standards.

M2E TEAM: M2 Engineering, PLLC (M2E) is a local Historically Underutilized Business (HUB)/Minority Business Enterprise (MBE) multidisciplinary engineering and management firm licensed by the Texas Board of Professional Engineers (TBPE F-19545) located in Mission, Texas. M2E has assembled a highly qualified team with a proven history of working together and specialized experience in all aspects local Community and City improvement projects. The principal contact authorized to conduct final contract negotiations on behalf of M2E will be President, Mr. Emigdio "Milo" Salinas, PE.

M2E RELATIONS: M2E's existing knowledge in municipal projects and local community improvements is an essential part of what sets M2E apart from other firms. Our team offers customized Civil Engineering solutions for the design, development, and enhancement of both new and existing construction projects. Our services include comprehensive planning, detailed construction management, environmental assessments, studies, and investigations. We also provide specialized engineering services across a wide range of areas, including, but not limited to, streets, parking lots, land development, drainage systems, and water & wastewater infrastructure. M2E prides itself on having extensive experience in collaborating with cities applying for funding with the Texas General Land Office (GLO), TWDB (Texas Water Development Board), TCEQ (Texas Commission on Environmental Quality), NADBank (North American Development Bank) and other funding and governmental agencies.

M2E is pleased to have been given the opportunity to submit the Request for Qualifications (RFQ) to be a part of this process and help support the City of Edinburg. We are confident that our experience, innovative approach, and commitment to excellence make us a strong candidate for providing these essential services to the the City. We look forward to the opportunity to discuss how we can continue to support the City of Edinburg and contribute to its continued growth and success. If you have any questions or concerns, please do not hesitate to call me at 956.600.8628 or email me at milo@m2-engineers.com.

Thank you for your consideration,

Emigdio "Milo" Salinas, P.E. , President
M2 Engineering, PLLC F-19545

2A- FIRM HISTORY

Headquarters / Project Office

1810 E. Griffin Parkway
Mission Texas, 78572
(956) 600-8628

Point of Contact

Emigdio “Milo” Salinas, PE
O: (956) 600-8628
E: milo@m2-engineers.com

FIRM QUALIFICATIONS

M2E is a full-service engineering firm dedicated to designing and building solutions for people. Since 2018, we’ve been transforming ideas into reality, improving lives and communities. M2E is a Professional Limited Liability Corporation (PLLC), Historically Underutilized Business (HUB) & Minority Business Enterprise (MBE) operated by Mr. Emigdio “Milo” Salinas, P.E. whom is actively the President of the firm . M2E is a registered engineering firm licensed to practice in the State of Texas by the Texas Board of Professional Engineers under the firm number F-19545.

It is comprised of professional engineers, project manager, designers, and construction inspectors; a team committed to deliver smart solutions tailored to our clients’ needs. M2E focuses on our clients’ success, no matter the project’s size or scope.

FIRM BIO

M2E is an innovative, multi-discipline engineering firm specializing in civil engineering, water resources, project management, and construction management particularly for municipalities and counties. Even though M2E originated in 2018, the President of the firm, Mr. Salinas has over eighteen (18) years of experience. Mr. Salinas and M2E have actively continued to provide high-quality services for local municipal, industrial, institutional, commercial, and governmental agencies on numerous state, federal, and county funded projects. Mr. Salinas has extensive experience in federal, state, and local requirements for funding applications, civil engineering design, environmental assessments, permits, project management, construction phase engineering, and project inspection. Furthermore, Mr. Salinas has successfully managed drainage projects, roadway, water and wastewater infrastructure projects, capital improvements plans, and master plans.

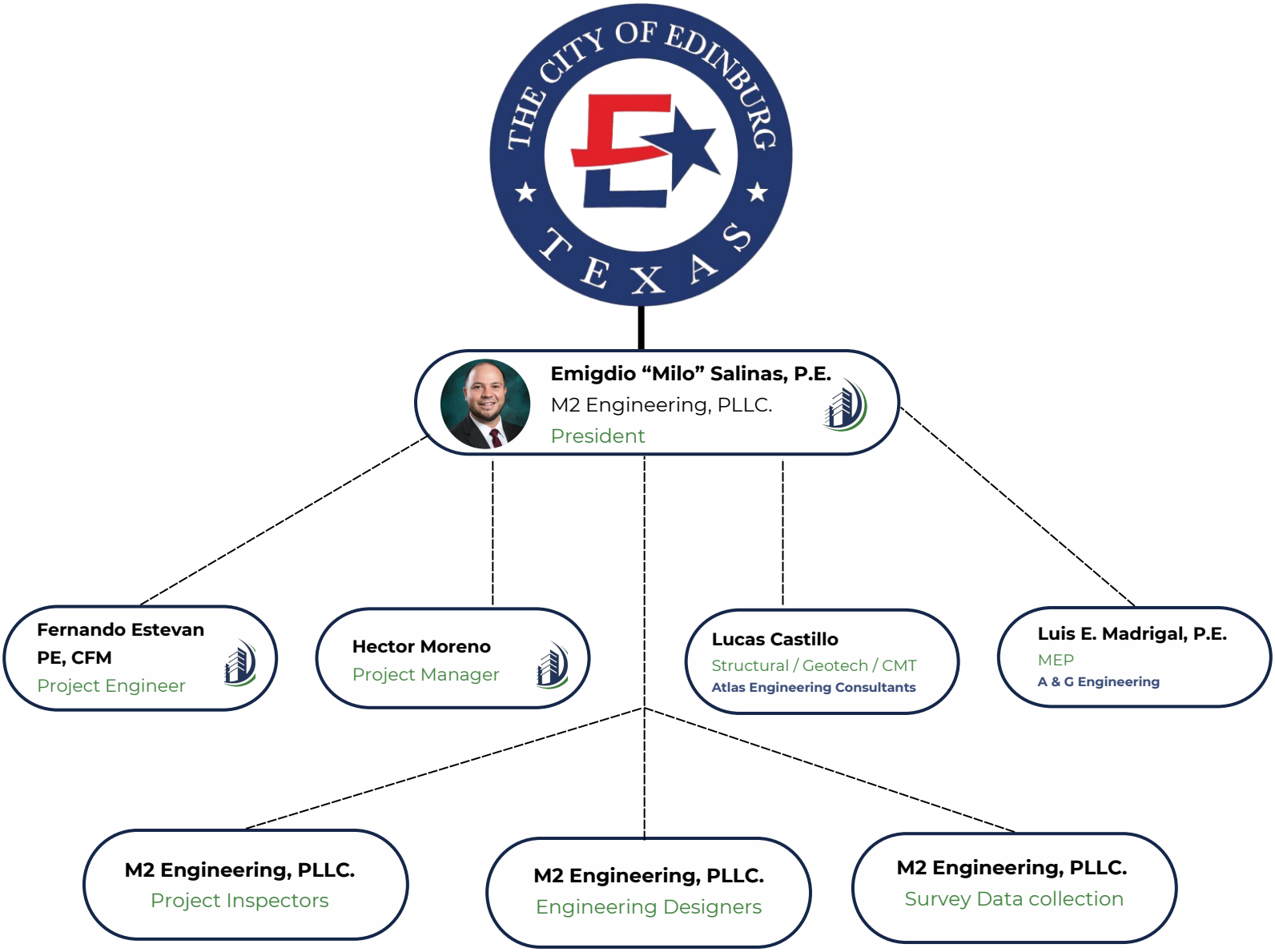
AREAS OF SPECIALIZATION

M2E is a multi-disciplinary firm qualified to provide, but not limited to the following services:

- Civil Engineering
- Planning
- Management Consulting
- Project Management
- Environmental Assessments / Environmental Information Documents (EID)
- Construction Management
- Quality Assurance & Quality Control (QA/QC)
- Construction Engineering Inspection (CEI)

2B- PERSONNEL AND STAFFING

The M2E team consists of skilled and experienced professionals united by a shared commitment to quality, efficiency, and cost-effectiveness. The organizational chart below outlines each team member's role in delivering services for the City of Edinburg.



KEY PERSONNEL

Project Inspectors

Jose Garza
joseg@m2-engineers.com

Enrique Villarreal
enrique@m2-engineers.com

Project Designers

Daniel Izaguirre
daniel@m2-engineers.com

Jose Lozoya
josel@m2-engineers.com

Engineering Staff

Fernando Estevan, PE, CFM
fernando@m2-engineers.com

Hector Moreno
hector@m2-engineers.com

Administrative Staff

Soledad Arredondo
soledad@m2-engineers.com

Iselda Garza
iselda@m2-engineers.com

Emigdio“Milo” Salinas, P.E.

PROFESSIONAL ENGINEER

Mr. Salinas has over 18 years of experience in water resources, drainage infrastructure, land development, sanitary sewer, water, and street design. He has designed, and construction managed residential, commercial and municipal projects in various areas in Texas. Mr. Salinas is bilingual in English and Spanish.

PROJECT ROLE

PRESIDENT,
M2 Engineering, PLLC.

EDUCATION

BS, Civil Engineer,
Texas A & M University - Kingsville, Tx 2006

REGISTRATIONS/ CERTIFICATIONS:

Professional Engineer,
Texas, No. 107703

PROFESSIONAL AFFILIATION

2004 - Present
Memeber of ASCE (American Society of Civil Engineers)
2005-2006
Member of CEHS (Civil Engineering Honors Society)

YEARS OF EXPERIENCE:

18 Years

CONTACT DETAILS

Email Address:
milo@m2-engineers.com
Office Contact: (956)600-8628

EXPERIENCE

2018 – Present

M2 ENGINEERING, PLLC

Design and construction management for civil engineering projects. Responsible for planning, coordinating, designing and managing construction for municipal, industrial, land development and residential projects. As President of the firm additional responsibilities include supervision of day-to-day activities, project control, coordination and scheduling during all phases of engineering and surveying projects.

2011 – 2018

LEFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

Vice President; responsible for design and construction management for water and wastewater municipal infrastructure. Responsible for planning, coordinating, designing and managing construction for municipal, industrial, land development and residential projects.

2009 – 2011

GUZMAN AND MUNOZ ENGINEERING AND SURVEYING, INC.

Provide design and construction management for water and wastewater municipal infrastructures. Responsible for pay request, change orders, project status reports, inspections, construction testing, project status meetings, interacting with client and contractors. Project Engineer/Inspector for Zavala County WCID#1 Wastewater Improvements Project, which includes the infrastructure of a wastewater collections system and wastewater treatment plant for the City of La Pryor.

2007 – 2009

HALFF ASSOCIATES, INC., MCALLEN, TX

Provided design for land development that included commercial, industrial and residential sites. Experience with water and wastewater developments with residential, industrial, commercial and treatment facilities. Designing of drawings which included the design of water, sanitary sewer, drainage, paving & dimensional control, grading and erosion control. Programs used included Microstation V8 and Geopak.Engineering calculations included sizing water and wastewater developments, drainage pipes, flumes, drainage ditches or canals, hydraulic calculations, earthwork calculations, drainage statements, probable construction cost, paving sections (with Geotech Reports) and other engineering procedures

Fernando Estevan, P. E. , CFM

PROFESSIONAL ENGINEER
CERTIFIED FLOORPLAIN MANAGER

PROJECT ROLE
PROFESSIONAL ENGINEER
M2 Engineering, PLLC.

EDUCATION
BS, Civil Engineer,
University of Texas Rio Grande Valley -Edinburg, Tx 2020

REGISTRATIONS/ CERTIFICATIONS:
Professional Engineer,
Texas, No.153266

YEARS OF EXPERIENCE:
9 Years

CONTACT DETAILS
Email Address:
fernando@m2-engineers.com
Office Contact: (956)600-8628

Experience

Jan. 2020 - Present

Project Engineer for M2 Engineering, PLLC Mission, Texas

Utilize AutoCAD and Civil 3D to develop and update engineering plans,profiles, sections, and details for land development projects. Prepared construction documents for permitting and issuance, and coordinated the design team as Project Engineer ensuring compliance with relevant regulations and client satisfaction. Performed hydro logic and hydraulic analysis for TxDOT and County Bond Projects utilizing Civil Geo, HEC-RAS and HEC-HMS to adequately design the drainage improvements Lead Drone Aerial Surveying pilot M2E is a multi-disciplinary firm with special interest in water resources, drainage infrastructure, land development, sanitary sewer, water and street design. Have designed and construction managed residential, commercial and municipal projects. Coordinated with clients and regulatory entities as the main point of contact for various engineering projects, ensuring timely delivery and compliance with project specs and regulations.

May 2016 - Present

Project Manager at Lemar Design and Construction, LLC

Managed the design and construction of residential and commercial projects, ensuring timely completion, quality control,and budget adherence. Coordinated with architects, engineers, subcontractors, and clients to develop project plans, schedules, and specs. Oversaw project teams, providing direction to ensure efficient allocation of resources Conducted site visits and inspections to monitor construction progress, identify potential issues, and implement corrective actions as needed. Gained an understanding of the overall civil engineering process, from design and permitting to construction.

April 2017 - July 2017

Internship with LeFevre Engineering, PLLC

Summer Internship in which I gained hands-on experience in various aspects of Civil Engineering, including site design,and infrastructure planning for municipal projects.

Seasonal Summers [2016-2018]

Concrete Laborer at Olive Cement, Co. Detroit, Michigan

Performed concrete work for residential and commercial projects, ensuring quality and efficiency
Assisted in form work construction, rebar placement, and concrete pouring
Assisted in the interpretation of grading plans

Hector Moreno

PROJECT MANAGER

PROJECT ROLE
PROJECT MANAGER
M2 Engineering, PLLC.

EDUCATION
BS, Civil Engineering,
University of Texas Rio Grande Valley -Edinburg, Tx 2015

PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS
Planning and Zoning Board Commission - City of Mission
American Society of Civil Engineers (ASCE)

YEARS OF EXPERIENCE:
10 Years

CONTACT DETAILS
Email Address:
hector@m2-engineers.com
Office Contact: (956)600-8628

Experience

Jan. 2020 - Present

Project Engineer for M2 Engineering, PLLC Mission, Texas

Utilize AutoCAD and Civil 3D to develop and update engineering plans,profiles, sections, and details for land development projects. Prepared construction documents for permitting and issuance, and coordinated the design team as Project Engineer ensuring compliance with relevant regulations and client satisfaction. Performed hydro logic and hydraulic analysis for TxDOT and County Bond Projects utilizing Civil Geo, HEC-RAS and HEC-HMS to adequately design the drainage improvements Lead Drone Aerial Surveying pilot M2E is a multi-disciplinary firm with special interest in water resources, drainage infrastructure, land development, sanitary sewer, water and street design. Have designed and construction managed residential, commercial and municipal projects. Coordinated with clients and regulatory entities as the main point of contact for various engineering projects, ensuring timely delivery and compliance with project specs and regulations.

Jan 2020 - April 2020

Project Engineer at KCI Technologies, Inc

Performed engineering duties in planning,designing, and overseeing projects throughout design for public infrastructure projects with Texas Department of Transportation.
Conducted meetings with state staff, design team, and public regarding proposed improvements.
Construction Manager/Project Manager;responsible conducting meetings, tracking construction schedule, conferring with landowners, County/City and State personnel, project engineers and contractors.

Sept. 2018 - Jan. 2020

Project Engineer at Landtech, Inc.

Performed engineering duties in planning,designing, and overseeing projects throughout design for public infrastructure projects with Texas Department of Transportation.
Conducted meetings with state staff, design team, and public regarding proposed improvements.
Construction Manager/Project Manager;responsible conducting meetings, tracking construction schedule, conferring with landowners, County/City and State personnel, project engineers and contractors.
Company was bought out by KCI Technologies,Inc and continued project tasks and responsibilities.

June 2015 - Dec. 2015 &Jan. 2016 - Aug. 2018

Graduate Project Engineer / Engineering Intern at LeFevre Engineering & Management Consulting, LLC

Conducted construction inspections, reviewed contractor pay requests, cost estimates and change orders.
Construction Manager/Project Manager;responsible conducting meetings, tracking construction schedule, conferring with landowners, County/City personnel, project engineers and contractors.
Provided & developed cost estimates, project budgets, construction schedules, design engineering services contracts, and work authorizations to clients.
Developed and assisted with hydraulic calculations, drainage reports, Environmental Phasel Assessments, Environmental Information Documents (EID), and engineering feasibility reports for County,City and agencies such as Texas Water Development Board (TWDB) & USDA.

Daniel Izaguirre

PROJECT DESIGNER

PROJECT ROLE
PROJECT DESIGNER
M2 Engineering, PLLC.

EDUCATION
Associate's Degree
Architecture Drafting and Design,
High Tech Institute, Phoenix,
Arizona 2002,

PROFICIENT IN SYSTEMS:
Auto CAD
Microstation V8, V8i
AutoCAD Civil 3D 2009
Adobe Professional
Microsoft Visual Studio C++

YEARS OF EXPERIENCE:
22 Years

CONTACT DETAILS
Email Address:
daniel@m2-engineers.com
Office Contact: (956)600-8628

Mr. Izaguirre has 22 years of experience as a Drafter assembling subdivision designs and preliminary designs. He completed engineering reports outlining the description of water services and sewer lines within the development in English and Spanish. He has drafted plans and profiles for Hidalgo County projects. Mr. Izaguirre has done water layout and sanitary collection system layouts which involved layout design and drawing details. He has completed paved layout consisting of calculating grades, storm sewer flows, calculating inlets and manhole locations.

- **2019 - Present - Senior Technician Designer for M2 Engineering, PLLC**
- **2007-2018 - Drafter at S & B Infrastructure, Ltd.**
- **2002-2007 - Drafter at Quintanilla, Headley & Associates**

Drainage District No.1. Hidalgo County, McAllen,Texas – Served as a Drafter responsible for working on structural inspections.

IBWC, Hidalgo Protective Levee I, Hidalgo County,Hidalgo, Texas – Served as a CAD Technician: Project was the rehabilitation of Hidalgo Protective Levee (Phase I). Responsible for project creating sheets and do redlines for the engineer charge of the project. Sheets consist of Project Layout, Alignment Data, Alignment Data, Plan and Profile, Flood wall Plan and Profiles and Details.

IBWC, Rehabilitation of Hidalgo Protective Levee II,Hidalgo County, Hidalgo, Texas – Served as a CAD Technician: Project was the rehabilitation of Hidalgo Protective Levee (Phase II). Responsible for project creating sheets and do redlines for the engineer in charge of the project. Sheets consist of Project Layout,Alignment Data, Alignment Data, Plan and Profile, Flood wall Plan and Profiles and Details.

IBC, Donna-Rio Bravo International Bridge, Hidalgo County,Donna, Texas – Served as a CAD Technician: Project was the Construction of the Donna-Rio Bravo International Crossing.Responsible for project creating sheets, calculating sanitary sewer flows and do redlines for the engineer in charge of the project. Sheets consist of Project Layout, Plan and Profile.

Utilize AutoCAD and Civil 3D to develop and update engineering plans,profiles, sections, and details for land development projects. Prepared construction documents for permitting and issuance, and coordinated the design team as Project Engineer ensuring compliance with relevant regulations and client satisfaction. Performed hydro logic and hydraulic analysis for TxDOT and County Bond Projects utilizing Civil Geo, HEC-RAS and HEC-HMS to adequately design the drainage improvements Lead Drone Aerial Surveying pilot M2E is a multi-disciplinary firm with special interest in water resources, drainage infrastructure, land development, sanitary sewer, water and street design. Have designed and construction managed residential, commercial and municipal projects. Coordinated with clients and regulatory entities as the main point of contact for various engineering projects, ensuring timely delivery and compliance with project specs and regulations.

2C - PROF OF LICENSES AND CERTIFICATIONS

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

M2 ENGINEERING, PLLC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-19545

Expiration Date
02/28/2026

Texas Board of Professional Engineers: F-19545

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 107703
Status: ACTIVE
Expires: 9/30/2025

EMIGDIO SALINAS

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

Board of Professional Engineers and Land Surveyors: 107703

Texas SBA®
We Are the Ownership Class™

TEXAS SBA

Minority Owned Business Certification

is awarded to

M2 Engineering, PLLC.
Owner(s): Emigdio Salinas (100%)
of
Mission, Texas, 78572
with
Certification Number: 802895233

Effective Date of October 30, 2024. Expiration Date on October 30, 2025.

I execute this certificate effective

Jamie Deméricas, Chairman
www.texassba.us

National Directory of Minority Owned Business™
www.nationaldirectoryofminorityownedbusiness.us

Verify Certification

Texas SBA® is not affiliated, connected, or associated with the U.S. Small Business Administration or Texas state government or any of its agencies. Texas SBA® Business Certifications are not valid or accepted for participation in any federal or state government Diversity Programs as defined by 13 C.F.R. Part 121. Texas SBA® Business Certifications are used for business-to-business transactions, customer relations, and business ownership verification for Texas corporations & small businesses of which 5.1 Million exist. Texas SBA® is a for-profit Professional Organization and Trade Group established in 2002. Texas SBA® is a Registered Trademark.

M2E's Minority Owned Business Certificate

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 153266
Status: ACTIVE
Expires: 6/30/2026

FERNANDO LEOBARDO ESTEVAN

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

Board of Professional Engineers and Land Surveyors: 153266

THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.
AND
TEXAS FLOODPLAIN MANAGEMENT ASSOCIATION
HEREBY RECOGNIZES

Fernando L. Estevan

AS A NATIONALLY ACCREDITED

CERTIFIED FLOODPLAIN MANAGER

For meeting criteria in the area of experience, references, education and training in floodplain management and hazard mitigation. This CFM has passed the Texas National CFM exam which exhibits competency with the basic principles of sound floodplain management as mandated by the National Flood Insurance Program.

CERTIFICATION # 4640-24N

ISSUED: March 2024

Stephanie Griffin, CFM
2023-2025 TFMA President

Wes Birdwell, CFM
TFMA Executive Director

Fernando Estevan Certified Floorplain Manager: 4640-24N

M2E is renowned not only for delivering exceptional service but also for serving as a trusted advisor in Civil Engineering and other project requirements. While keeping our clients needs as a priority, our team of experienced professionals is here to provide the support you need.

OUR FIRM IS WELL-EQUIPPED AND EXPERIENCED TO HELP THE CITY OF EDINBURG

Maintenance Program Development and Administration

M2E will assist the City of Edinburg staff in accordance with requirements set forth by housing and non housing projects, ensuring optimal performance and longevity. M2E would schedule site visits to existing projects, fly them with a drone and create a Maintenance Program based on existing conditions, traffic counts, and coordinate with the City Staff to finalize the program. Finally, implementing them into a Capital Improvement Plan (CIP).

The City of Edinburg - Compliance and Reporting

Our team at M2E will help the City of Edinburg comply with regulations and manage reporting requirements for disaster recovery infrastructure. Specifically, M2E prides on having extensive experience collaborating with Texas Department of Agriculture (TDA) and other funding programs such as : Texas General Land Office (GLO), Housing and Urban Development (HUD), Texas Water Development Board (TWDB), Texas Commission on Environmental Quality (TCEQ) , North American Development Bank (NAD Bank) and other funding and governmental agencies that can support the District with tools and resources to help meet the City's future needs.

Initial Engineering and Design Support: Preparation and Administration

M2E will assist in preparing and administering a comprehensive plan tailored to the specific needs and priorities of the city. Through effective planning, analysis, and coordination between our engineering firm , the county, we would conduct studies, investigations or assessments required . These studies help identify the current conditions and performance of the infrastructure. M2E will work with city officials and departments to identify and prioritize infrastructure needs based on factors such as safety, regulatory compliance, capacity, and community development goals. At M2E it is important that we collect and analyze data related to infrastructure usage, demand forecasts, maintenance records, and failure rates. This analysis helps in understanding future needs of the City of Edinburg and planning for growth. As a local engineering firm, we believe that facilitating engagements with all stakeholders, including government entities that provide funding, city officials, community groups, and residents, to gather input and build support is important. We will also assist the city with being present and participating in meetings where presentations are often conducted to ensure transparency and community involvement. Finally, our team at M2E will collaborate with city staff and maintain ongoing communication to incorporate changes or recommendations. We will also work to establish a monitoring and reporting system to track progress, manage funding budgets, and ensure projects are completed on time and within budget. By guiding the city through these steps, our team at M2E ensures that the plan is on track, well-planned, financially feasible, and aligned with the city's long-term strategic goals.

Contract Management: Projects

Furthermore, our team at M2E will assist the city in identifying necessary improvements, manage contracts for engineering design services, oversee bid awards, and administer construction contracts to ensure projects are completed successfully. We would compile a list of potential capital improvement projects based on the needs assessment and data analysis. Additionally, each project is evaluated for feasibility, cost, and impact on the community. As an engineering firm we provide detailed Engineer's Opinion of Probable Construction Cost (EOPCC), design, construction management, and long-term maintenance costs. These estimates are essential for budget planning and funding considerations. M2E has experience in assisting with funding strategies; identifying potential funding sources, such as federal and state grants, bonds, loans, and public-private partnerships. M2E will assist the City in prioritizing and scheduling based on criteria such as urgency, funding availability and alignment with City goals. In collaboration with the City of Edinburg, we will develop a multi-year implementation schedule that outlines when each project will be initiated and completed.

Contract management: Engineering Reviews

M2E will perform thorough engineering reviews of civil plans submitted for new development and construction projects, ensuring compliance with all relevant standards and regulations. Our President, Emigdio "Milo" Salinas, P.E. has significant experience being a City Engineer and/or District Engineer for various cities and water districts. Mr. Salinas brings this municipal experience with M2E, and with other firms accounts for well over ten (10) cities and water districts throughout the previous eighteen (18) years. Additionally, our team is highly qualified in Municipal Work, specifically: New Development Reviews, Plats, and Construction.

Management and Construction Oversight: Engineering Inspection Services

We will provide detailed construction inspection services for all projects and developments as requested by City Staff, ensuring all projects meet the city's specifications. An integral part of our M2E staff are two construction inspectors with experience in civil, residential and commercial developments. Our approach also includes detailed inspection with the implementation of a Company Cam Application used that provides dates, locations and comments of progress: always documenting to easily update the city at any time necessary. With Company Cam we will also be able to provide weekly, and monthly project status update reports or as needed.

Specialized services: Studies and Reports

Our team is capable of preparing site assessments, feasibility studies, site specific and special studies and reports on a variety of subjects and activities for city staff, providing valuable insights and recommendations. M2E conducts project status reports highlighting progress, engineering service approaches, expectations and existing challenges that are or may be encountered. This helps our team provide tailored solutions and recommendations on time. Our inspectors and engineers work together to use innovative equipment and online tools that are available to be able to provide live, up to date progress and information, making it possible to provide reports on the go and accessible via various media outlets and meeting the city's preferred presentational needs.

INNOVATIVE TECHNIQUES AND METHODOLOGY TO SUPPORT DRRP PROGRAM REQUIREMENTS.

M2E utilizes all of the latest engineering technology and stays current with new products in order to prepare a quality service for the City of Edinburg. By having the latest engineering programs, such as as our licensing of programs like Civil GEO to generate hydraulic and hydrology drainage models. Our extensive experience in public infrastructure projects provides a vital component in the success by managing projects without any major delays. We believe M2E's engineering team; can provide the city of Edinburg a high quality product that will benefit the future growth of the city.

We have learned that **communication** is the key to managing projects effectively to ensure work is of the highest quality and is completed on time and within budget. At the beginning of each project, we clearly establish construction work schedules; identify key activities, completion dates and team procedures for communication, information distribution and reporting. On a monthly or bi-weekly basis, we will circulate a project status report to the city to update progress on the work. M2E will engage with a team to follow through to achieve goals through organization, prioritization, and time management. The project status brief describes all on-going construction activities that have been completed and what construction activity needs to subsequent in order to achieve project objectives on time.

These aforementioned phases and more will be used to help assure the City of Edinburg's success. M2E anticipates challenges and plans for them utilizing effective problem-solving models.

By recognizing constraints, identifying and developing courses of action, analyzing each to determine its fit within requirements and preparing design parameters are actions needed provide the most effective & finest service without delays to the city. M2E has the capacity & key personnel to fulfill the professional engineering services requirements to the City of Edinburg.

Services to be provided by M2E to the City of Edinburg include, but not limited to:

- DRRP Contract management
- Housing and non housing projects
- Grant Applications
- Plans, Specifications & Estimates (PS&E) Prep
- Bid preparation
- Utility Adjustments
- TDA requirements
- TCEQ Coordination
- Environmental Information Documents
- Utility Infrastructure Evaluation & Improvements
- Plans and Specifications
- Construction Management
- Drainage Design
- Easements
- Erosion and Sediment Control Design
- Field Investigation and Data Collection
- Feasibility Evaluation & Alternative Analysis
- Utility Coordination
- Design Development & Cost Estimating
- Project Development
- Facility Analysis & Master Planning
- Roadway & Drainage Design

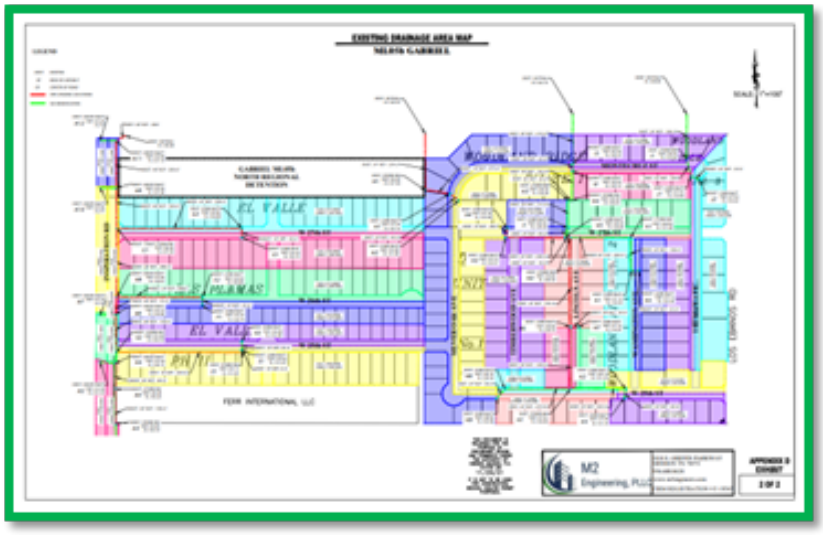
3B - EXPERIENCE AND RECENT PROJECTS

City of Mission – Gabriel Drainage Improvements Project

Total Estimated Construction:
Cost: $1.7 M

Client Contact:
Juan Pablo "JP" Terrazas
Assistant City Manager
City of Mission

Project Personnel:
Emigdio "Milo" Salinas P.E.



City of Mission

M2E, as the project engineer provided drainage design, Hydrologic & Hydraulic Report, Utility Coordination & Surveying. Project consisted of over 5,000 linear feet of storm sewer pipe upgrading and new extensions. The proposed project will alleviate over 100 acres of land and is located by North Inspiration Road and 495 Road. The area will ultimately drain into the Mission Lateral Drainage Ditch, owned and operated by Hidalgo County Drainage District No. 1. (HCDD#1)

Project Relevancy:
This project is relevant to the City of Edinburg Engineering Services as during the schematic and design phase; the proper sizing of the proposed infrastructure was based on the hydraulic and hydrology study.

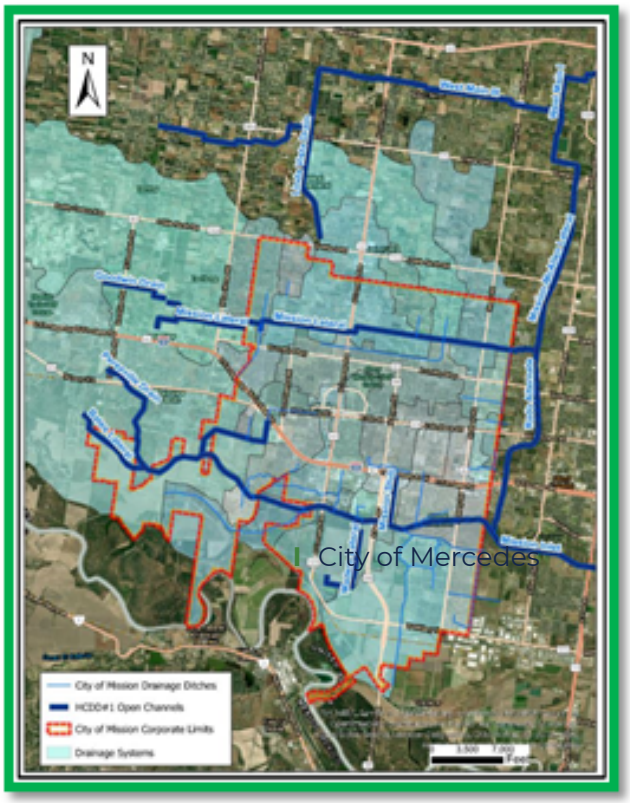
3B - EXPERIENCE AND RECENT PROJECTS

City of Mission - Master Drainage Plan 2020

Total Estimated Construction:
Cost: $1.3 M

Client Contact:
Juan Pablo “JP” Terrazas
Assistant City Manager
City of Mission

Project Personnel:
Emigdio “Milo” Salinas P.E.



City of Mission

M2E assisted CSE Civil Systems Engineering, Inc in preparing a Master Drainage Study to provide the City of Mission a planning tool to guide and prioritize future capital expenditures for the City’s drainage system, open ditches and storm sewers. Detailed hydrologic and hydraulic modeling analyses were performed in developing the master drainage plan, US Army Corps of Engineers hydrologic modeling program, HEC-HMS, was utilized to generate hydrographs for multiple storm events. The HEC-RAS hydraulic modeling program was used to analyze water surface profiles for the existing and proposed drainage ditches that informed the FEMA Hazard Mitigation Grant Program Application for select areas. Innovyze XPSWMM 2D hydrodynamic modeling program was used to perform a comprehensive area wide 2-D integrated analysis of all drainage systems.

Project Relevancy:
This project is relevant to the City of Edinburg Engineering Services as during the schematic and design phase; the proper sizing of the proposed infrastructure was based on the hydraulic and hydrology study.

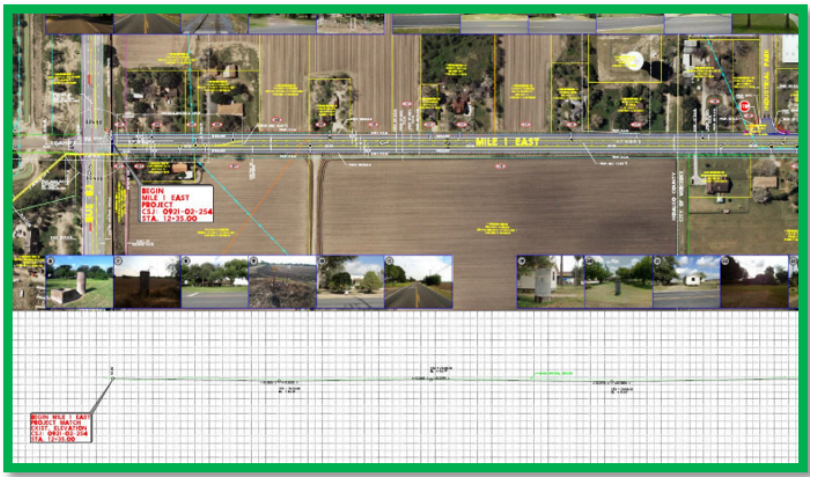
3B - EXPERIENCE AND RECENT PROJECTS

Texas Department of Transportation (TxDOT) & City of Mercedes - Mile 1 East (Business 83 - Mile 8)

Total Estimated Construction:
Cost: $13 M

Client Contact:
Jose Figueroa
City of Mercedes

Project Personnel:
Emigdio “Milo” Salinas P.E.



Texas Department of Transportation & | City of Mercedes

M2E provided roadway and drainage infrastructure schematic design for Mile 1 East in City of Mercedes. The proposed Roadway Typical Section width will be from an existing 24’ E-E to a 64’ F-F with 12’ travel lanes, 16’ continuous left turn lane, and 10.5’ shoulders. The total length of the project consists of 1.40 Miles, crossing to major roadways, Business 83 and Interstate 2 (I-2). The project will consist of two major drainage outfalls that have a total length of over 5,000 linear feet in drainage ditch and Reinforce Concrete Boxes.

Project Relevancy:
This project is relevant to the City of Edinburg Engineering Services as during the schematic and design phase; the proper sizing of the proposed infrastructure was based on the hydraulic and hydrology study.

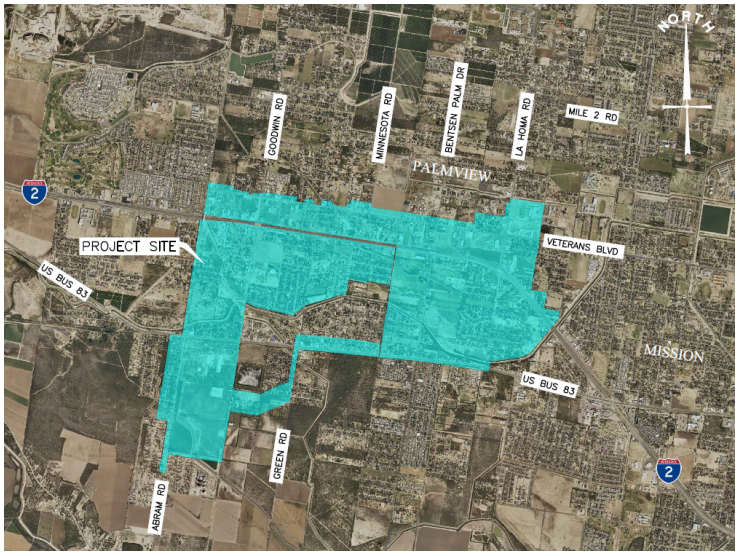
3B - EXPERIENCE AND RECENT PROJECTS

Agua SUD & NADB Palmview Collection System Yardlines

Total Estimated Construction:
Cost: $2.9 M

Client Contact:
Roberto Salinas , P.E.
General Manager
AGUA Special Utility District

Project Personnel:
Emigdio “Milo” Salinas P.E.



AGUA Special Utility District

M2 Engineering, PLLC (M2E) significantly contributed to Agua SUD's initiative in Palmview, Texas, offering vital civil engineering services. The project focused on enhancing local sanitary infrastructure by installing new sewer connections for residential and multi-family dwellings. Led by Mr. Salinas, the project involved the installation of 1,957 sanitary sewer yard line connections, including 4-inch and 6-inch sizes. This comprehensive task included disconnecting existing systems, handling spoil material, and decommissioning septic tanks in accordance with plumbing codes and TCEQ regulations. For Phase II, M2E was also responsible for designing the main sanitary sewer line and proposing yardline connections.

Project Relevancy:
This project is relevant to the City of Edinburg Engineering Services as M2E was given the opportunity to decommission and connect to sanitary sewer over 1,500 homes withing the City of Palmview.

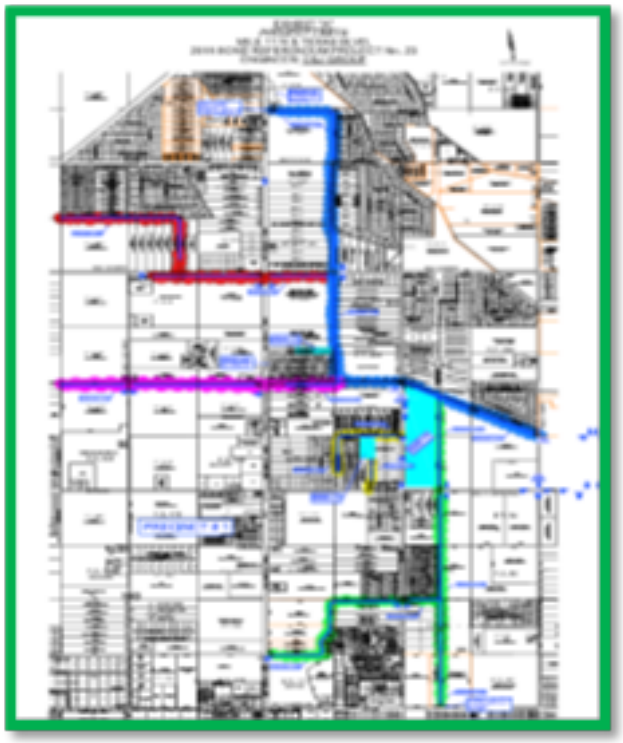
3B - EXPERIENCE AND RECENT PROJECTS

Hidalgo County PCT No. 1 – Mile 11 N. & Texas Blvd. 2018 Bond Referendum Project No. 23

Total Estimated Construction:
Cost: $7.5 M

Client Contact:
Raul Sesin, P.E.
Hidalgo County Drainage District No.1

Project Personnel:
Emigdio “Milo” Salinas P.E.



Hidalgo County Precinct No. 1

M2 Engineering, PLLC procided civil engineering services for drainage hydraulic and hydrologic modeling (HEC-RAS Modeling) and design of the proposed drainage improvements. The proposed drainage improvements consist of over 6.25 miles of drainage ditch widening and at least 40 acres of proposed detention ponds. The proposed drainage improvements were designed for a 50-year storm event, and is expected to alleviate approximately 7 square miles of area.

Project Relevancy:
This project is relevant to the City of Edinburg Engineering Services which may result in the implementation of a hydraulic and hydrologic model for proper sizing of proposed drainage infrastructure improvements.

3B - EXPERIENCE AND RECENT PROJECTS

City of Mission
Design Standards Manual

CITY OF MISSION

STANDARD DESIGN MANUAL FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS

CITY OFFICIALS

Norie Gonzalez Garza Mayor
Randy Perez City Manager

Jessica Ortega Council, Place 1
Ruben Plata Council, Place 2 Mayor Pro Tem
Abiel Flores Council, Place 3
Jose Alberto Vela Council, Place 4

Client Contact:
Juan Pablo “JP” Terrazas
Assistant City Manager
City of Mission

Project Personnel:
Emigdio “Milo” Salinas P.E.

At M2 Engineering, PLLC, we have played a pivotal role in enhancing The City of Mission's development process by designing a meticulously crafted Design Standards Manual. This manual serves as an indispensable guide for navigating the Development permitting process, establishing essential minimums for the design and drafting of plans for both public and private projects. Our expertise was sought by the City on a project-by-project basis, where we have contributed significantly to various critical projects, including Water and Sewer plans, Streets and Roadways designs, Drainage plans, and Off-Street Parking Lots. By providing these tailored solutions, we have ensured that each project adheres to the highest standards, facilitating efficient approvals and fostering consistent, quality infrastructure development across the City.

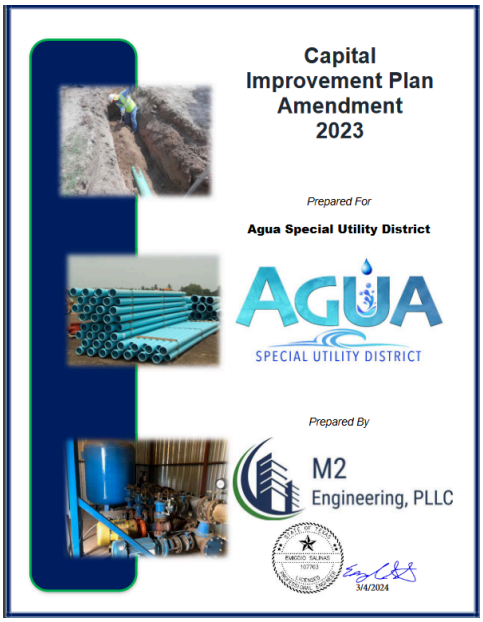
Project Relevancy:
As a firm at M2E we will be able to assist the City of Edinburg development by designing a Standard’s Manual to be able to guide the design and drafting of plans for public and private projects.

3B - EXPERIENCE AND RECENT PROJECTS

Agua SUD
Capital Improvement Plan

Client Contact:
Roberto Salinas , P.E.
General Manager
AGUA Special Utility District

Project Personnel:
Emigdio “Milo” Salinas P.E.



This significant project was the amendment of AguaSUD’s Capital Improvement Plan (CIP). The amendment aimed to include necessary future projects while removing those completed to date. This amendment was crucial for ensuring that AguaSUD’s infrastructure could meet future demands and remain compliant with Texas Commission on Environmental Quality (TCEQ) regulations.

We collected and organized data on various components of AguaSUD’s water system, including raw water pumping capacity, production, treatment capacity, high service pump capacity, storage, and distribution capacities. We created detailed tables and visualizations to represent this data clearly and made recommendations to reassess impact and water meter fees based on our analysis. This project ensured sustainable growth and adequate water system capacity over the next decade. Throughout this project, we coordinated with various stakeholders, including AguaSUD’s Board of Directors, General Manager, Operators, and Staff, to ensure the proposed improvements aligned with the district's goals and budget constraints.

Our detailed analysis and recommendations provided a comprehensive roadmap for AguaSUD to maintain and enhance its water infrastructure, ensuring reliable service for its growing population. In particular, including a new Water Treatment Plant presently in the design phase.

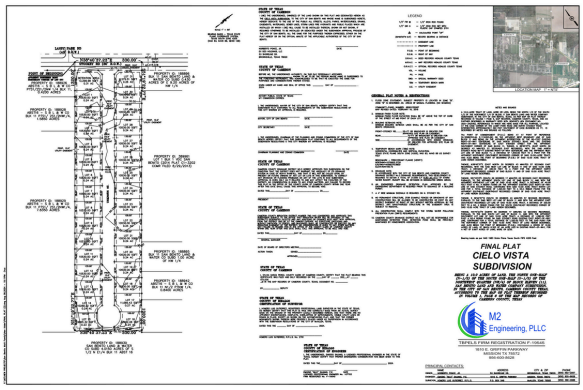
Project Relevancy:
This project is relevant to the City of Edinburg Engineering services as M2 Engineering, PLLC showed a collaboration with Agua SUD to design a comprehensive Capital Improvement Plan aimed at enhancing infrastructure to meet future demands. Our focused approach ensured that all proposed improvements were aligned with the requirements set by the Texas Commission on Environmental Quality (TCEQ). By meticulously planning for both current and future needs, we helped Agua SUD maintain compliance while effectively preparing their infrastructure for long-term growth.

3B - EXPERIENCE AND RECENT PROJECTS

M2E workload is currently at a 45% capacity and has the capacity & key personnel to fulfill the professional engineering services requirements to the City of Edinburg and is prepared to commence upon selection.

City of San Benito

- **Cielo Vista Subdivision**



City of Pharr

- **Owassa Springs Townhomes Subdivision**
- **Veterans Oaks Subdivision**

City of McAllen

- **Sunset Valley Subdivision**
- **Cedar Apartments Subdivision**
- **Jackson Meadows Subdivision**

City Edinburg

- **City Place at Chapin**

City Mission

- **Reserve at Taylor Subdivision**
- **Camelia Subdivision**

3C - REFERENCES

McAllen Public Utility
Carlos Gonzalez, PE
1300 W Houston Ave
McAllen, TX 78501
(956) 681-1600

City of Mission
Juan Pablo "JP" Terrazzas, PE, CPM
Assistant City Manager
1201 E. 8th Street
Mision, TX 78572
(956) 585-3275

City of Palmview
Michael Leo
400 West Veterans Blvd.
Palmview, TX 78572
(956)585-3275

Hidalgo County Drainage District No. 1
Raul Sesin, PE, CFM
902 N. Doolittle Rd.
Edinburg, TX 78543
(956) 292-7080

4A - LIST OF SERVICES

- M2E will assist the City in coordination with all if any funding agencies in developing and administering maintenance programs for roadways, bridges, and storm drainage facilities by creating a schedule of site visits to all the City Streets and capture the information needed to assess existing conditions.

- M2E will help the City of Edinburg comply with the Texas Department of Agriculture (TDA) and Texas Commission on Environmental Quality (TCEQ) regulations and manage reporting requirements for storm water infrastructure by meeting with the City to prioritize environmental assessments and needed requirements.

- M2E will provide assistance to the City in preparing and administering a comprehensive Capital Improvements Plan (CIP), and supporting the City with the application process for such funding to support specific needs and priorities of the City of Edinburg.

- M2E will assist in implementing studies and needs assessment identifying an annual calendar and schedule highlighting capital improvement projects that require associated engineering design services , bid award projects and administer construction contracts

- M2E will create engineering reviews of civil plans submitted for new development and construction projects that are within a scope of schedule that identifies specified needs with on going adjustments to the City.

- M2E will provide the City with ongoing updates by using a construction management report created by company cam where the City is able see M2E perform engineering inspection services for new residential and commercial development as requested by City staff.

- M2E will perform and create special studies/reports on a variety of subjects and activities as requested by the City so all parties are in the loop with existing scope of work schedule and priority projects.

- M2E required staff will host, attend and coordinate project status meetings as requested by City staff.

4B - NARRATIVE

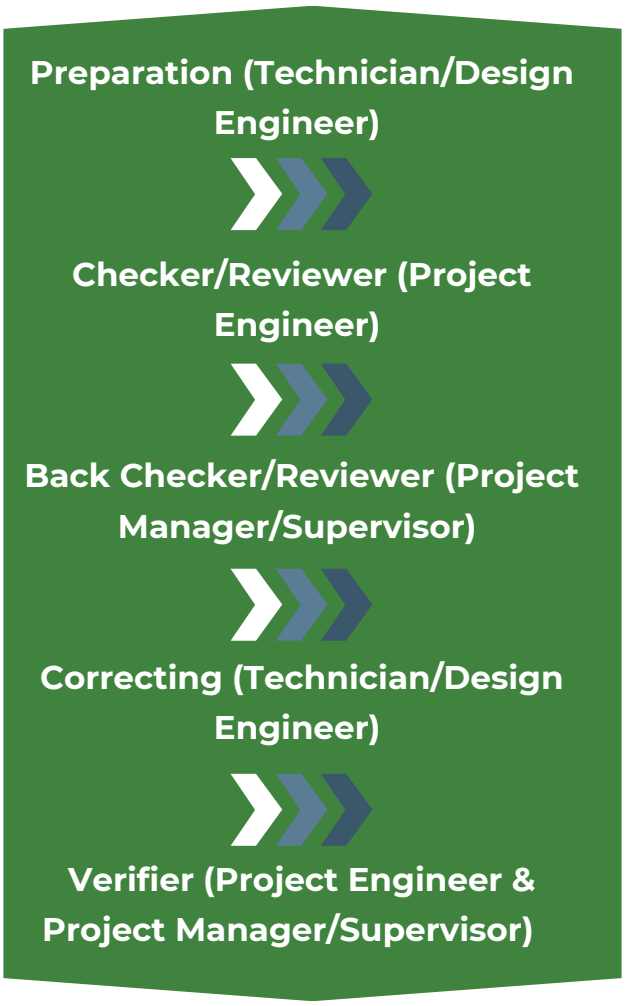
TASK 1: GENERAL REQUIREMENTS: COMMUNICATE QUALITY ASSURANCE

All work performed by M2E will adhere to the standards set by the City of Edinburg. Our systems and processes are designed to engage our staff and community stakeholders, fostering a clear, specific, and actionable shared vision.

M2E hands on approach and understanding that **work and schedule** are a priority in delivering on-time projects to the City is key but also upmost importance is quality, and the only way to deliver quality is by implementing QAQC guide/program to ensure the highest product to the City of Edinburg.

The work and schedule of all scope of services requires a quality assurance program helps detect design errors prior to finalizing construction plans in compliance with City and/or funding agency project requirements. This program goes to a vary of steps before design plans are considered 100%, such as Project Engineer performing 1st step check/ reviewing, Project Manager performing 2nd step known as back checking/reviewing, 3rd step design engineer if in agreement with possible mark-ups will correct design plans, and 4th step & final step will be the sealing engineer performing as the verifier and confirm all corrections have been incorporated or otherwise addressed. M2E's QAQC program is key to ensure the product provided is to its highest potential.

As previously mentioned, **communication** is the key to managing projects effectively and ensuring the work is of the highest quality and completed within the proposed project schedules throughout all phases of the project. In order for QAQC program to operate to its fullest potential, an overall project schedule is devolved with key milestones and deliverables.



4B - NARRATIVE CONTD.

WORK AND SCHEDULE PROJECT APPROACH AND PERSONNEL EFFORT ADHERING TO SCOPE OF SERVICES SPECIFIED ABOVE:

TASK 2 –INITIAL ENGINEERING AND DESIGN SUPPORT: PLANNING, DATA COLLECTION, STUDY AND REPORT PHASE

1. Set-up a project startup meeting with the City's staff to review the project requirements and gather all pertinent data.
2. Assist, if needed, with State or Federal funding applications to fund the proposed project.
3. Determine all data collection needed for the proposed project needs, and collect as needed such as: Mapping, Survey Topography, GIS Mapping, and previous experienced data available.
4. Determine several alternatives for feasible approach.
5. Perform reconnaissance of project area and gather engineering and physical data.
6. Contact all appropriate state, federal and local agencies for permit process, time schedule and other requirements needed.
7. Determine feasible process, by performing a Preliminary Engineering Feasibility Report to develop a final approach to achieve the project needs.

TASK 2– PRELIMINARY PHASE

1. Meet with the required personnel and relevant parties to gather information and coordinate the project.
2. Prepare engineering report(s), plans, and cost estimates to the city for consideration.
3. Consult with sub-consultant regarding engineering requirements for boundary and topographic survey of project area.
4. Consult with sub-consultant regarding Land Parcels, Right-of-Ways, etc., that will be needed for the execution of the proposed project and authorize Engineer and its sub-consultant to proceed with all collection of data and survey needed for purchase or exchange of property in association with the District, staff, legal department necessary for the acquisition of the proposed properties and/or Row's.

TASK 2– PRELIMINARY PHASE CONTD.

5. Determine Vertical Points needed and elevations that will be utilized for design. Survey the number of parcels needed for the proposed alignment.
6. Survey Hydro-excavation Points needed for design of the project (if needed).
7. Initiate state and local permits needed for design and construction.
8. Analyze the survey of existing utilities that will be affected by any excavation.
9. Coordinate with the City for soils investigation if deemed necessary and provide documentation of needed geotechnical information for generating reports to be utilized for design.
10. Develop preliminary construction plans/profile of project.
11. Submit preliminary engineering plans and profiles to the City and other affected entities for preliminary approval of proposed improvements.

TASK 3- – ENGINEERING FINAL AND DESIGN SUPPORT

1. Analyze detailed surveys of existing underground and overhead utilities within the project.
2. Consult with the utility companies for their consideration of all utility data found. Provide construction plans to the utility companies
3. Provide design for the proposed project utilizing submittals in 30%, 60%, 90%, and Final Plans.
4. Prepare detailed specifications and contract drawings for construction of the proposed project in coordination with the City of Edinburg Utilities Department staff and legal requirements associated with construction of the project.
5. Prepare detailed cost estimates and proposals, which will include bid items and quantities based on unit price system of bidding.
6. Furnish the necessary copies of the approved plans, specifications and proposals to the City.

4B - NARRATIVE CONTD.

TASK 4 – BID AND AWARD SUPPORT : BIDDING/NEGOTIATING PHASE

1. Assist the City in the advertisement of project for bids.
2. Submit items and support sub-recipients in the development of big package.
3. Assist the City with any addendum required during the bidding process.
4. Assist the City in the opening and tabulation of bids.
5. Analyze the bids and make recommendations for the award of the construction contract.
6. Support the development and issuance of the bid related documents necessary to complete proper bid documentation.

TASK 5 – CONTRACT MANAGEMENT AND CONSTRUCTION OVERSIGHT.

1. Provide periodic construction supervision by a licensed Engineer and/or full-time Resident Project Representative.
2. Support the development of ongoing construction oversight by coordinating with M2E team and the City to ensure reports detail the status of construction and project.
3. Review shop drawings/submittals to ensure compliance with the construction contract documents and provide recommendations.
4. Prepare monthly estimates of work performed by our team and in coordination with sub contractors.
5. Provide periodic inspections, test, reports, investigations as required for the project.
6. Support the City with ongoing on-site supervision of construction activities bi-weekly, or as recommended by all stakeholders.

TASK 5 – CONTRACT MANAGEMENT AND CONSTRUCTION OVERSIGHT. - CONTD.

7. Prepare and review construction change orders due to unexpected conditions encountered.
8. Provide on going communication including written notices to the City and all other stakeholders for review purposes and with understanding that no work may proceed until it has been reviewed and/or considered.
9. Assist with pay requests and cost estimates for validation purposes; and submit final invoiced within 60 days of contract expiration.
10. Support the City with claims and resolutions to provide final project close outs.
11. Assist the City with a system of record in accordance with established policies and procedures.
12. Develop a final “as built” report of quantities, plans, design, and specifications in order to support the issuance of Certificate of Construction Completion.
13. Host, attend, and coordinate project meetings in person, by phone or video conference as needed.

TASK 6- SPECIALIZED SERVICES AND STUDIES – ENVIRONMENTAL INFORMATION DOCUMENT (EID) (IF NEEDED)

1. Support the City with State and Federal Agency Coordination if required.
2. Environmental Information Document (EID), as per funding agency requirements. Provide alternative to the Proposed Action, Project Description, Environmental Impacts, and Appendices.
3. Acquire legal documentation for properties and environmental Clearance by Texas Department of Agriculture as needed.
4. Provide the following investigations as required
    a. Geotechnical
    b. Detailed mapping with analysis
    c. Site-specific testing
    d. Planning , feasibility, phase1-2 environmental site assessments as required.

5A - SUBCONSULTANTS

Atlas Engineering Consultants
2820 Gull Ave, McAllen, TX 78504
(956) 379-3857

ATLAS Engineering Consultants, operating under M2 Engineering, PLLC, will provide comprehensive consulting services for the City of Edinburg, focusing on structural engineering, geotechnical studies, construction, and material testing. Their expert team will aid in ensuring that all structural designs meet safety and performance standards while conducting thorough geotechnical analyses to assess soil and site conditions when needed. Their meticulous approach to construction and material testing will guarantee quality and durability, aligning with M2E and City of Edinburg regulations and project requirements. By leveraging their specialized knowledge and experience, Atlas Engineering Consultants will deliver reliable and innovative solutions, fostering the successful execution of infrastructure projects within the City of Edinburg. ATLAS Engineering Consultants is qualified to provide, but not limited to the following services:

- Foundation Design
- Framing Design
- Steel Framing
- CMU Framing
- Wood Framing
- Truss Design
- Metal Building Design
- Geotechnical Engineering Reports
- Project Site Subsurface Soil Explorations Soil Strength Determination
- OSSF Soil Evaluation (Septic Systems) Phase I & II Environmental Site Assessments Water Sampling
- Hydrology Testing

A&G Engineering - MEP Design
1004 W Frontage Rd, Alamo, TX 78516
(956) 787-3473

A&G Engineering, operating under M2 Engineering, PLLC, will provide expert consulting services to support the City of Edinburg's projects in mechanical, electrical, and plumbing engineering. Their team will deliver innovative solutions for HVAC systems, electrical designs, and plumbing infrastructure, ensuring that all systems are efficient, reliable, and compliant with local regulations. By integrating advanced technology and industry best practices, A&G Engineering will enhance the functionality and sustainability of the City of Edinburg's projects, addressing complex engineering challenges and contributing to the overall success of the City's development initiatives. Their collaborative approach and technical proficiency will be crucial in achieving project excellence. A&G Engineering Consultants is qualified to provide, but not limited to the following services:

- Domestic hot and cold water distribution
- Sanitary
- Laboratory and special waste ventilation
- Natural gas distribution
- Laboratory vacuum
- Air and special gases flow

M2 Engineering has a provien track record of successful collaborations with subconsultants, leveraging their expertise to enhance project outcomes. Their strategic partnerships ensure seamless integration of specialized skills, leading to efficient and high-quality results. This extensive experience underscores M2 Engineering's ability to effectively manage and coordinate with subconsultants, driving the successful completion of complex projects.

5B - EXPERIENCE AND ADDITIONAL QUALIFICATIONS

SUBCONSULTANTS: TURN KEY TEAM ON DECK

ATLAS Engineering Consultants:

- **Structural**
- **Geotechnical**
- **Construction**
- **Material Testing**

The team at M2E is assembled with subconsultants that complement each other with their experience of local knowledge of the scope of services the City will need. ATLAS Engineering Consultants focus on the structural engineering, geotechnical studies, construction, and material testing. Their expert team will aid in ensuring that all structural designs meet safety and performance standards while conducting thorough geotechnical analyses to assess soil and site conditions when needed.

A&G Engineering Consultants:

- **Mechanical**
- **Electrical**
- **Plumbing**

A&G Engineering brings unparalleled experience to the local municipal projects; the team at M2E and A&G have collborated on multiple municipal projects. Their deep-rooted understanding of city/water district infrastructure, coupled with a proven track record, uniquely positions them as an deal sub-consultant for this this type of scope of services. The team at A&G will provide expert consulting services to support the City of Edinburg projects in mechanical, electrical, and plumbing engineering.

This key turn team and their intimate familiarity empowers them to anticipate and mitigate potential challenges proactively, facilitating a seamless integration of new infrastructure with existing systems and solutions.

INNOVATION & TECHNOLOGY:

M2E uses GEO Civil which provides a suite of tools and services designed to support civil engineering projects, focusing on geospatial data and geographic information systems (GIS).

- Enhanced Data Accuracy: This improves the accuracy of site surveys, design plans, and construction activities.
- Efficient Site Analysis: This helps in understanding site conditions and making informed design decisions.
- Advanced Modeling and Simulation: These models aid in visualizing projects, simulating different scenarios, and assessing potential impacts before construction begins.
- Improved Design and Planning: We can analyze spatial relationships and constraints, leading to more effective and efficient project designs.
- Streamlined Project Workflow: This helps streamline workflows, reduce duplication of efforts, and ensure that all team members have access to up-to-date information.
- Enhanced Communication: This helps provide clear, data-driven presentations can help in gaining approvals and addressing concerns.
- Regulatory Compliance: By incorporating regulatory data and performing compliance checks, engineers can reduce the risk of violations and delays.
- Monitoring and Maintenance: This helps in maintaining the integrity and longevity of the constructed assets.
- Cost Savings: By improving data accuracy, design efficiency, and project planning, Civil GEO can contribute to cost savings.

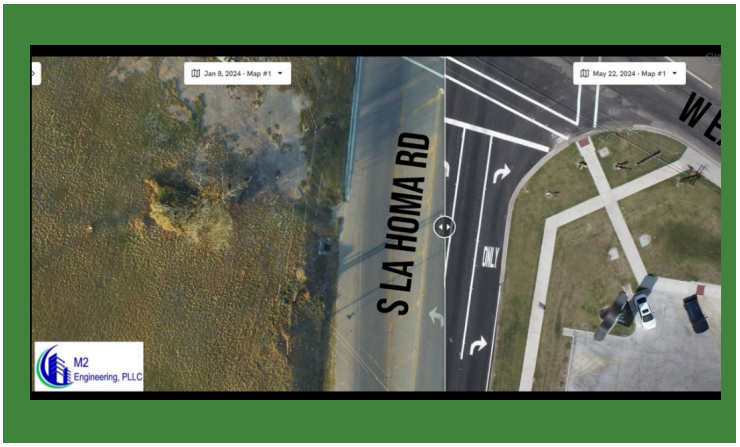
M2E utilizes all of the latest engineering technology and stays current with new products in order to devolved & prepare a quality service the City of Edinburg will approve and recognize. By having the latest engineering programs, such as our licensing of Programs like Civil GEO to generate hydraulic and hydrology drainage models. Our extensive experience in public infrastructure projects provides a vital component in the success by managing projects without any major delays. We believe M2E's engineering team; can provide the City of Edinburg with a high quality product that will benefit the future growth of the City.

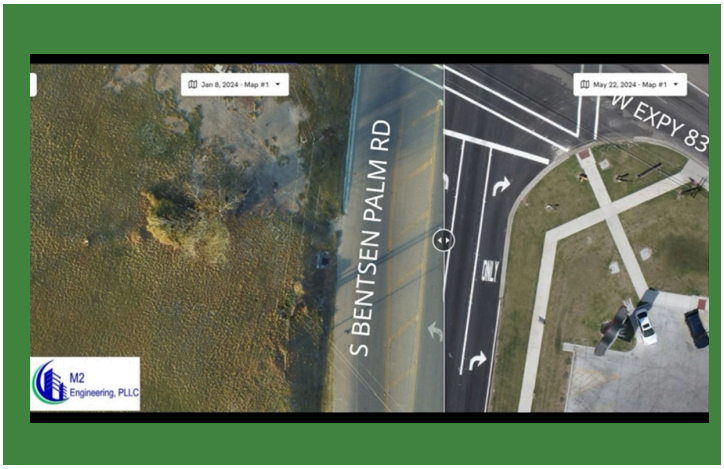
5B - EXPERIENCE AND ADDITIONAL QUALIFICATIONS CONTD.

INNOVATION & TECHNOLOGY:

M2E offer numerous advantages utilizing our DRONE . Integrating this innovative tool in our workflow can lead to improved accuracy, efficiency, and safety, making it a valuable tool in our scope of work and schedule.

1. Enhancing Your Project with Drone Integration: At M2 Engineering (M2E), we integrate advance drone technology into our civil engineering workflows, providing key insight and benefits across every phase of your project.
2. Precision Site Mapping: We utilize advanced drones to perform highly accurate site surveys and mapping, ensuring that the data we deliver is precise, reliable, and drives better decision-making.
3. Comprehensive Inspection and Monitoring: Our team at M2E leverages drones for thorough inspections and continuous monitoring of site conditions. This allows us to identify potential issues early, reducing the risk of costly delays and keeping your project on track.
4. Efficient Data Collection and Analysis: With drones, we collect data rapidly and accurately. Our expertise in data analysis translates these insights into informed engineering solutions, enhancing the overall project outcome.
5. Cost and Time Optimization: By integrating drones into our workflows, M2E significantly reduces project timelines and costs. Faster data acquisition and reduced manual labor mean we deliver more efficient results for your project.
6. Enhanced Safety Protocols: Safety is our top priority. We use drones to access difficult or hazardous areas, minimizing human exposure to potential risks and ensuring a safer environment for everyone involved.
7. Real-Time Progress Tracking and Documentation: We provide real-time tracking of your project's progress, supported by aerial documentation that offers a comprehensive view of the site at every stage. This ensures that you're always informed about the status of your project.
8. Environmental Monitoring:At M2E, we are committed to sustainability. Our drones allow us to monitor environmental impacts with greater accuracy, capturing vital data for compliance and ensuring minimal disruption to the site.
9. Effective Project Presentation and Communication: We at M2E enhance your project presentations and stakeholder communication through the use of high-quality visuals and detailed reports. Our drone capabilities help clearly convey project status and expectations, keeping everyone aligned.





6A- PROFESSIONAL SERVICES AGREEMENT

Gerardo Carmona
Director of Utilities
415 w university blvd
Edinburg, TX 78541
Email: gcarmona@cityofedinburg.com
Phone: (956) 388-8212

M2 Engineering, PLLC. hereby acknowledges receipt of and full understanding of all applicable rules, regulations and requirements established by the City of Edinburg, Texas in connection with RFQ. No. 2023-003- U.S. Highway North 281 Water Distribution System Improvements Phase 2.

If selected to provide services under this RFQ, M2 Engineering, PLLC. agrees to fully comply with and all such rules regulations and any applicable federal, state and local laws governing the execution and completion of the project.

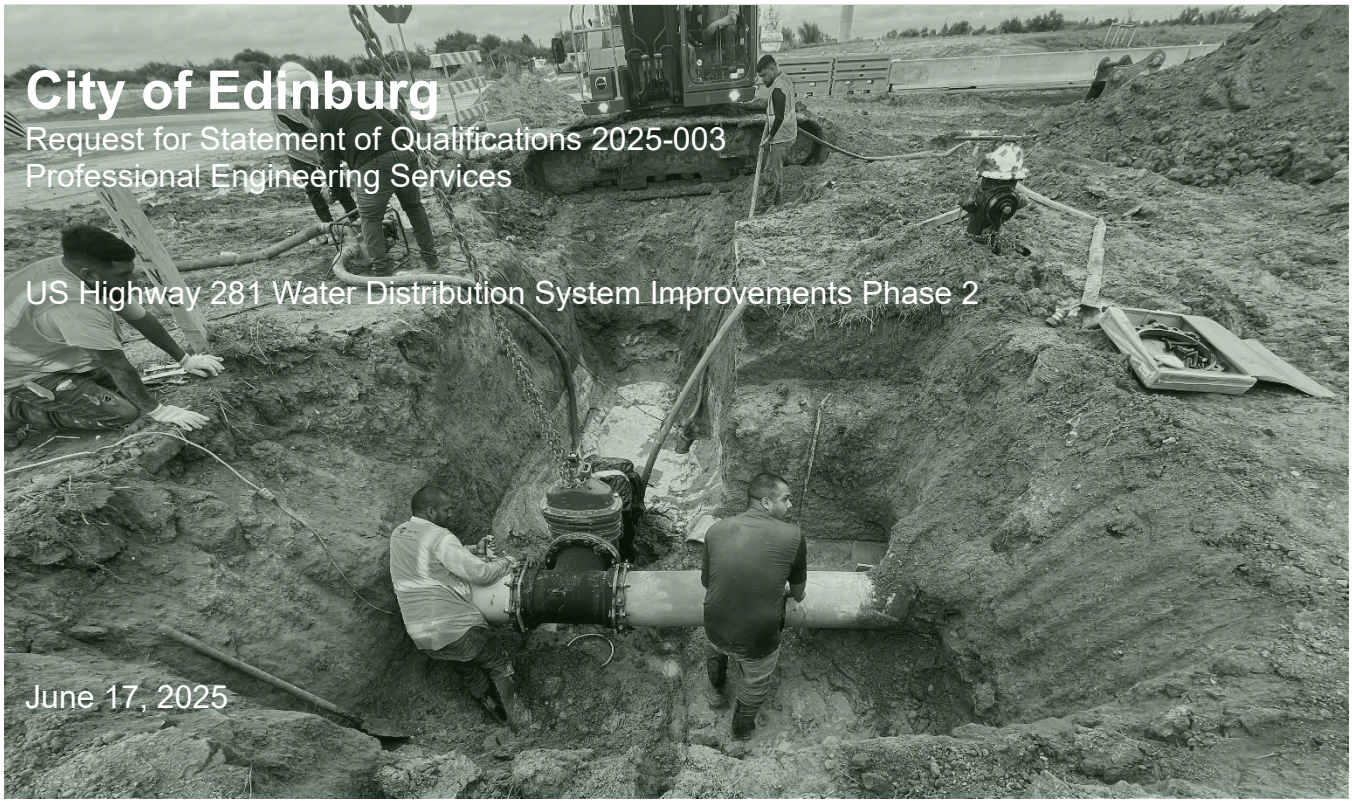
We look forward to the opportunity to support the City of Edinburg in this important infrastructure improvement effort.

LET'S BUILD A BETTER TOMORROW,
TODAY, TOGETHER.

M2E

M2 ENGINEERING, PLLC.
1810 E. GRIFFIN PARKWAY
MISSION, TX 78572

STATEMENT OF
QALIFICATIONS



Melden & Hunt, Inc.
Consultants·Engineers·Surveyors

Headquarters
115 West McIntyre Street
Edinburg, Texas 78541
P: 956.381.0981
F: 956.381.1839

PE Firm Registration No. F-1435
RPLS Firm Registration No. F-10096900

www.meldenandhunt.com

Civil Engineering | Water & Wastewater | Land Development | Irrigation | Environmental
Transportation | Surveying & Mapping | Construction Management & Inspection

TRANSMITTAL LETTER

June 16, 2025

Gerardo Carmona, P.E.
Director of Utilities
City of Edinburg,
415 W. University Drive
Edinburg, Texas 78539

Ref: US Highway North 281 Water Distribution Systems Improvements Phase 2
Request for Statement of Qualifications
Professional Engineering Services

Dear Mr. Carmona,

Melden & Hunt, Inc. is pleased to submit this packet to express our strong interest in serving as your engineering partner for the upcoming US Highway 281 Water Distribution System Improvements Phase 2 project. We believe our extensive experience, technical expertise, and successful history of delivering similar water distribution projects make us exceptionally qualified to support the City of Edinburg in developing a high-quality, efficient, and sustainable infrastructure solution.

Our firm has a proven track record in the planning, design, and construction of complex water distribution systems throughout South Texas. We have successfully completed numerous projects for municipalities across the region, delivering reliable solutions that improve service delivery, enhance system capacity, and ensure long-term operational performance. From mainline extensions and pressure zone adjustments to storage and pumping improvements, our team understands the technical and regulatory nuances required to deliver water distribution improvements that meet both current demands and future growth.

We also have extensive experience working with the Texas Department of Transportation (TxDOT), especially on projects where roadway widening or realignment impacts existing utilities. Melden & Hunt has provided engineering support for numerous projects requiring the relocation, protection, or replacement of water lines and related infrastructure in TxDOT right-of-way. We understand the coordination protocols, submittal requirements, and design standards required by TxDOT and are skilled at ensuring that utility adjustments are completed in compliance with all applicable guidelines, while minimizing delays and avoiding conflicts with roadway construction schedules. This experience will be invaluable in ensuring seamless integration between water system improvements and ongoing or future TxDOT roadway projects in the Edinburg area.

We are proud of our longstanding reputation as a trusted and professional engineering firm in good standing, committed to technical excellence and client-focused service. Our experienced team is well-versed in the design standards, permitting processes, and construction coordination necessary for successful project delivery in a municipal setting. We have the local knowledge and institutional understanding to anticipate challenges and propose cost-effective, constructible solutions.

Melden & Hunt, Inc. is confident in our ability to provide the expertise, responsiveness, and leadership necessary to bring this important project to life. Our familiarity with the City of Edinburg's infrastructure—combined with our experience coordinating with agencies like TxDOT—positions us to deliver a project that meets your technical, financial, and operational goals.

We appreciate the opportunity to submit this statement of qualifications and would welcome the chance to discuss how our team can best support your objectives. Should you need additional information or wish to schedule a meeting, please feel free to contact us.

Thank you for your time and consideration. We look forward to the opportunity to assist the City of Edinburg in advancing its water distribution infrastructure.

Sincerely,

for

Allan F. Booe, P.E.
Vice President

Contact Information
Allan F. Booe, P.E.
Vice President
Melden & Hunt, Inc.
115 West McIntyre Street
Edinburg, Texas 78541
P: 956.381.0981
M: 956.605.1670
F: 956.381.1839
E: abooe@meldenandhunt.com

Firm Qualification and Experience

OUR INSIGHT. YOUR SUCCESS.

Melden & Hunt, Inc. is a civil engineering and land surveying firm with a proud legacy of personalized client service, technical excellence, and a commitment to turning our clients' visions into reality. With decades of experience in water distribution system design, we bring a deep understanding of hydraulic modeling, system optimization, and utility coordination—ensuring efficient, reliable, and sustainable infrastructure solutions. Our goal is to listen closely, understand our clients' needs better than anyone else, and consistently deliver results that exceed expectations.

Firm Name:
Melden & Hunt, Inc.
Consultants·Engineers·Surveyors

Address & Phone Number:
Corporate Office Location
115 West McIntyre Street
Edinburg, Texas 78541
P: 956.381.0981
F: 956.381.1839

Firm Structure:
Melden & Hunt, Inc. is structured as an **"S" Corporation** in the State of Texas with a Taxpayer Identification Number of 74-1737959.

Melden & Hunt, Inc. Principals	Titles
Mario Reyna P.E.	President
Allan F. Booe, P.E.	Vice-President
Kelley Heller-Vela, P.E.	Vice-President
Robert Tamez, R.P.L.S.	Vice-President
Ruben James De Jesus, P.E., R.P.L.S.	Vice-President
Michael L. Hernandez	Vice-President

Our diverse staff of professionals is one of our greatest assets. Our people care about their work and their relationships with clients. From planning to completion, each project is personally handled by people who know our clients and their businesses.

Our staff of engineers and professionals provides clients with practical, cost-effective engineering solutions.

Firm's Licensing:
Texas Licensed Engineering Firm Registration Number F-1435
Texas Licensed Surveying Firm Registration Number 100969-00

Firm's History:
Founded in 1947, Melden & Hunt, Inc. began as a civil engineering and land surveying firm providing a wide range of services to local municipalities, special service districts, and private sector clients throughout South Texas. For more than 78 years, our firm has grown into one of the leading consulting firms in the Rio Grande Valley, specializing in the planning, design, and construction of water distribution systems and related infrastructure.

Our team includes a combined staff of 65 professionals—comprising registered engineers, registered land surveyors, project managers, CADD technicians, field and survey crews, construction managers, inspectors, and administrative support personnel. This depth of in-house resources allows us to respond quickly and effectively to our clients' needs while functioning as an extension of their staff to help meet and exceed performance objectives.

Melden & Hunt has a flexible and experienced team with the capability to deliver comprehensive support on water distribution projects of any scale. We are ready to draw upon our internal resources to provide the expertise and personnel necessary to successfully complete your water system improvements.

Primary Assigned Personnel:

Melden & Hunt, Inc. has assembled a dedicated team of engineering professionals with the proven experience and technical capabilities to efficiently deliver the services requested by the City of Edinburg. Each member of the team is a full-time employee of Melden & Hunt, Inc. and brings extensive knowledge in the planning, design, and construction of water distribution systems throughout South Texas. In addition to their technical expertise, our team has considerable experience coordinating utility adjustments in conjunction with TxDOT roadway projects, including waterline relocations required during highway widening and reconstruction. This experience ensures we are well-prepared to navigate complex permitting processes and avoid delays during construction.

Project operations will be managed from our Edinburg office, allowing for close coordination, timely communication, and availability for any consultations or site visits requested by the City.

Mr. Ruben James De Jesus, P.E., R.P.L.S. will serve as Principal-in-Charge and Chief Project Engineer, responsible for developing the work plan, managing the project schedule, and overseeing the successful execution of all phases of work. His leadership, combined with the support of our in-house team, will ensure that your project receives the attention, expertise, and responsiveness it deserves.

Office Number: 956.381.0981
Mobile Number: 956.381.2820
Fax Number: 956.381.1839
E-Mail: ruben@meldenandhunt.com

Name	Project Role
Ruben James De Jesus, P.E., R.P.L.S.	Project Principal and Chief Project Engineer
Allan F. Booe, P.E.	Senior Design Engineer
Mike Hernandez	Project Manager
Lupe Montelongo	Chief Design Technician
Jesus Cantu	Design Technician
Manny Lopez	Construction Inspector

Description of the Firm's Capability to Design the Project:
Melden & Hunt, Inc. is fully qualified and equipped to successfully execute this project. With more than seven decades of experience in civil engineering and land surveying across South Texas, our firm has developed a strong reputation for excellence in the planning, design, and construction of water distribution systems. We have successfully delivered a wide range of municipal water infrastructure projects, including mainline extensions, pressure zone improvements, waterline relocations, and system expansions to support both current needs and future growth.

One of Melden & Hunt's key strengths is our extensive experience working with the Texas Department of Transportation (TxDOT) on projects where roadway improvements—such as widening, reconstruction, or realignment—require utility adjustments. We are well-versed in TxDOT's utility coordination process, permitting procedures, and design standards, and we routinely collaborate with TxDOT and municipal clients to ensure that waterline relocations are properly planned, permitted, and constructed in full compliance with state requirements. Our familiarity with TxDOT's timelines and construction schedules allows us to proactively address potential conflicts and minimize project delays.

For this project, Melden & Hunt proposes a proven project approach that we have successfully implemented on numerous past assignments. Our process includes five key phases:

Preliminary Engineering – Conduct field investigations, review available data, and assess system needs. Develop conceptual alignments, evaluate capacity, and identify any conflicts with existing utilities or roadways.

Design – Prepare detailed construction plans and specifications for the proposed water distribution improvements, including horizontal and vertical alignments, material selection, TxDOT permit plans (if required), and all necessary coordination with regulatory agencies.

Project Bidding – Assist the client with advertising, responding to contractor inquiries, conducting the bid opening, and preparing a recommendation for award.

Construction – Provide construction management, inspection, and support services to ensure the project is built in accordance with plans and specifications, including coordination with TxDOT if any work occurs within their right-of-way.

Post-Construction – Conduct final inspections, prepare record drawings, and assist with closeout documentation.

Melden & Hunt's dedicated team brings the technical expertise, local knowledge, and coordination skills necessary to deliver a high-quality, cost-effective water distribution project. We are confident in our ability to partner with you to deliver a successful outcome from concept to completion.

Team Member Qualifications and Experience

THE MELDEN & HUNT TEAM.

Melden & Hunt, Inc. boasts a highly skilled and diverse team of professionally registered engineers, land surveyors, and certified specialists, all committed to delivering the highest level of efficiency and expertise to our clients. With deep experience in water distribution system design, we provide comprehensive solutions for water infrastructure projects, ensuring that each system is built to optimize flow, pressure, and sustainability. Our team also has extensive experience working with TxDOT on waterline relocations during roadway widening and reconstruction projects, ensuring seamless coordination and compliance with state requirements.

We prioritize direct, clear communication by providing our clients with a direct connection to key team members, ensuring that all project inquiries and updates are addressed promptly. Our technical staffing resources guarantee that quality work products are delivered on time and within budget, meeting the needs of our clients while navigating the complexities of utility coordination, permitting, and construction processes.

Melden has the following in house professionals:

Description	No. of Staff
Registered Civil Engineer	6
Licensed Professional Land Surveyors	3
Licensed Water and Wastewater Plant Operators	2
Project Manager	1
Engineering CADD Designers	11
Survey CADD & Field Technicians	17
Construction Inspectors	3
GIS Technician	1
Project Administrators	4
Office Management Administrators	7

Melden & Hunt, Inc. has designated Mr. Ruben James De Jesus, P.E., R.P.L.S. as Principal-in-Charge and Chief Project Engineer for the City of Edinburg's water distribution project. Mr. De Jesus will lead the development of a comprehensive work plan, oversee project scheduling, and ensure performance standards are met or exceeded. With over 13 years of experience serving municipalities across South Texas, Mr. De Jesus understands the unique challenges of water infrastructure projects and will work closely with the City as an extension of its staff to provide responsive, high-quality service.

Working out of our Edinburg office, Mr. De Jesus will lead a team with specialized knowledge in water distribution system design and extensive experience coordinating utility adjustments with TxDOT—a critical component in projects involving roadway widening or infrastructure located within TxDOT rights-of-way. His leadership ensures the project will move efficiently through design and construction while maintaining compliance with state regulations and minimizing disruptions.

Supporting Mr. De Jesus is Mr. Allan F. Booe, P.E., Melden & Hunt's Chief Design Engineer, who brings over 40 years of experience in civil engineering design, with a strong emphasis on municipal water distribution systems. Mr. Booe's technical oversight and extensive background in designing complex systems will be a key asset in ensuring that the City of Edinburg's project is both functional and future-ready.

Together, this team offers a deep bench of talent and a strong commitment to delivering a successful project—on time and within budget.

Personnel

Allan F. Booe, P.E.

Present Position
Senior Design Engineer

Professional Registration
Licensed Professional Engineer
Texas No. 57738

Education
Texas A&M University, College Station
BS Civil Engineering, 1979

Areas of Expertise
Wastewater Treatment Design
Water Treatment Design
Collection System Design
Distribution System Design
Odor Control
Plant Lift Stations
Permitting
Construction Administration
Construction Management
Performance Evaluation
Feasibility and Planning Studies
Conceptual Design
Process Engineering
Start-Up Assistance
Operator Training
Hydraulic Modeling
Project Funding
SCADA

Government Agency Experience
Texas Water Development Board
USDA Rural Development
North American Development Bank
Texas Commission on Environmental Quality
US Environmental Protection Agency
US Fish and Wildlife
US Army Corp of Engineers
Texas Parks and Wildlife
Texas Historical Commission

Mr. Allan F. Booe, P.E., brings over 45 years of engineering experience specializing in the design and construction of water distribution systems across South Texas. As Chief Design Engineer at Melden & Hunt, Inc., he plays a key leadership role in the planning, design, and delivery of water infrastructure projects for municipalities and water supply corporations.

Mr. Booe's extensive experience includes numerous TxDOT-coordinated waterline relocation projects, where he has successfully managed the design and construction of utility adjustments in response to roadway widening and reconstruction. Notable projects include:

FM 1925 Waterline Relocation

FM 491 Waterline Relocation

FM 493 Waterline Improvements

FM 1015 Waterline Relocation

FM 88 Waterline Relocation

His deep understanding of TxDOT coordination requirements, utility permitting, and construction sequencing ensures smooth project execution and minimal disruption to water service. Mr. Booe also oversees internal QA/QC procedures to deliver accurate, efficient designs that meet both municipal and state standards.

With decades of experience navigating the complexities of water distribution system layout, hydraulics, material selection, and field conditions, Mr. Booe is a trusted advisor and technical leader on Melden & Hunt's water infrastructure team. His expertise continues to be a critical asset on projects like those undertaken for the City of Edinburg and other South Texas communities.

Personnel

Ruben James De Jesus, P.E., R.P.L.S.

Present Position
Principal In Charge

Professional Registration
Licensed Professional Engineer
Texas No. 126282

Licensed Professional Land Surveyor
Texas No. 6813

Education
University of Texas Pan American
BS Civil Engineering, 2011

Areas of Expertise
Wastewater Treatment Design
Water Treatment Design
Collection System Design
Distribution System Design
Lift Stations
Permitting
Construction Administration
Construction Management
Hydraulic Modeling
Project Funding
Pump Selection
Grading
Drainage
Paving
Roads
Site Planning
Land Development

Government Agency Experience
Texas Water Development Board
USDA Rural Development
North American Development Bank
Texas Commission on Environmental Quality
US Environmental Protection Agency
US Fish and Wildlife
US Army Corp of Engineers
Texas Parks and Wildlife
Texas Historical Commission

Mr. Ruben James De Jesus, P.E., R.P.L.S., began his civil engineering career at Melden & Hunt, Inc. after graduating from the University of Texas–Pan American. Over the years, he has gained extensive experience in the design, coordination, and management of water distribution projects, particularly those requiring complex utility relocations and alignment adjustments in response to roadway expansions and infrastructure improvements.

Mr. De Jesus has played a leading role in the planning and execution of numerous TxDOT-related waterline relocation projects, showcasing his strong understanding of utility conflicts, permitting processes, and schedule coordination with state and local agencies. His dual licensure as both a Professional Engineer and Registered Professional Land Surveyor allows him to provide seamless integration between design and field implementation—an essential asset for successful water distribution system projects.

As a Principle in Charge, Mr. De Jesus will be responsible for developing a comprehensive work plan, overseeing the performance and schedule of all engineering tasks, and maintaining direct communication with the City of Edinburg to ensure prompt responses to project needs. He is committed to allocating the necessary resources to deliver a high-quality and efficient water distribution system, and to acting as a trusted extension of your staff.

Based in our Edinburg office, Mr. De Jesus remains closely connected to the city and takes great pride in serving its infrastructure needs. His dedication to public service, hands-on leadership style, and deep local knowledge make him an invaluable asset to the successful delivery of this project.

Personnel

Michael Hernandez

Present Position
Project Manager

Education
University of Texas Pan American-Marketing
South Texas Community College-Business Management

Areas of Expertise
Wastewater Treatment Design
Water Treatment Design
Collection System Design
Distribution System Design
Odor Control
Plant Lift Stations
Permitting
Construction Administration
Construction Management
Performance Evaluation
Feasibility and Planning Studies
Conceptual Design
Process Engineering
Start-Up Assistance
Operator Training
Hydraulic Modeling
Project Funding
SCADA

Government Agency Experience
Texas Water Development Board
USDA Rural Development
North American Development Bank
Texas Commission on Environmental Quality
US Environmental Protection Agency
US Fish and Wildlife
US Army Corp of Engineers
Texas Parks and Wildlife
Texas Historical Commission

Mr. Hernandez began his professional career with Melden & Hunt, Inc. over 25 years ago, where he has served as a Project Manager overseeing a wide range of civil engineering projects. His expertise includes the planning, design, and management of water, wastewater, irrigation, and transportation infrastructure, with a strong emphasis on client satisfaction, timely delivery, and budget adherence.

Throughout his career, Mr. Hernandez has demonstrated a high level of autonomy, effectively managing engineering staff and firm resources to deliver top-quality services. His leadership and ability to navigate complex project environments have consistently resulted in successful outcomes for clients across the region.

Mr. Hernandez has extensive experience managing TXDOT and utility relocation projects. He has led coordination efforts with municipalities, utility providers, and state agencies to ensure that utility relocations are executed efficiently and in full compliance with TXDOT standards and requirements. His familiarity with the permitting and design review process enables him to keep projects moving forward without delay.

Some of his notable projects include the FM 1925 Waterline Relocation Project, FM 493 Waterline Relocation Project, FM 491 Waterline Relocation Project and the FM 1015 Waterline Relocation Project. These projects required detailed coordination with TXDOT and multiple utility entities, and Mr. Hernandez played a key role in managing schedules, budgets, and design deliverables to ensure successful implementation.

Mr. Hernandez's depth of experience and commitment to quality service continue to make him a trusted leader in the execution of public infrastructure projects across South Texas.

Everyone at Melden & Hunt, Inc. is eager to work on this important project and truly grateful for the opportunity to bring our diverse experience and commitment to service to the City of Edinburg.

Melden & Hunt, Inc. has assembled a team of experienced professionals who possess the interest, skills, and availability to ensure the successful and timely completion of your waterline improvement project—delivered with the highest standards of quality. We can assure the City of Edinburg that the key personnel listed in this qualifications package will remain assigned to this project from beginning to end.

Our firm has extensive experience coordinating with TXDOT and managing complex waterline relocation projects within TXDOT rights-of-way. This includes recent successful efforts such as the FM 1925 Waterline Relocation Project and utility relocations along major corridors like FM 1015 and FM 491. We understand TXDOT's review processes, permitting requirements, and construction coordination protocols, which are essential for minimizing delays and maintaining project momentum.

Melden & Hunt maintains a flexible, well-resourced team with significant depth. We will utilize our internal resources to provide the full support required for this project, including any additional staffing needed to meet schedules or address unforeseen issues. Our current workload typically operates at 65%–70% of our total capacity, allowing us to integrate your project seamlessly into our workflow without affecting our performance on other assignments.

Additionally, we want the City of Edinburg to know that the consistent quality of our work is driven by the competence and dedication of our professionals. Our team works collaboratively to match the right expertise to the specific needs of each project, allowing us to deliver high-quality results on the first pass and avoid costly rework or schedule setbacks.

Should any changes in staffing occur due to illness, turnover, or increased demand, Melden & Hunt, Inc. has the bench strength to provide qualified replacements without impacting project delivery.

All engineering tasks for this project will be performed by Melden & Hunt, Inc. out of our Edinburg office, which will serve as the primary base of operations and local point of contact for City staff throughout the duration of the contract.

EXPERIENCE MATTERS.

1.0 North Alamo WSC- Various TXDOT Waterline Relocation Projects

Client: North Alamo Water Supply Corporation
Services Performed: Planning, Design, Bidding, and Construction Administration
Contact Person: Mr. Steven Sanchez, General Manager
420 South Doolittle Rd.
Edinburg, Texas 78542
(956)-383-1618

Project Funding: NAWSC & TXDOT
Total Project Cost: $3M
Project Date: October 2015 thru 2025

Project Description Waterline Relocations: This project involved the planning, design, and construction of a waterline relocation to accommodate roadway improvements and utility coordination. The scope of work included the relocation of existing waterlines within the TXDOT right-of-way, installation of new PVC and ductile iron waterlines, reconnection of service lines, installation of fire hydrants and valves, and coordination with existing utilities to minimize service interruptions. The project also included traffic control planning, permitting through TXDOT, and construction phase services to ensure compliance with applicable standards. The total construction cost for these projects is estimated to be $3.0M

Project Description Waterline Relocation: As part of the process, Melden & Hunt, Inc. prepared Standard Utility Agreements (SUAs) in coordination with the City and TXDOT, ensuring that funding responsibilities and design requirements were clearly defined and executed. The project also involved the identification and acquisition of easements required to relocate waterlines outside the proposed right-of-way or into more suitable alignments for long-term maintenance access. Design efforts included the preparation of construction plans for the relocation of waterlines ranging in size, complete with necessary appurtenances such as valves, service reconnections, fire hydrants, and bore crossings at critical roadway intersections. Plans were reviewed and approved through TXDOT's Utility Section and coordinated with the roadway contractor to maintain construction sequencing and minimize service disruptions. The total construction cost for this waterline relocation projects was $3.0M.

1. FM 1925 Waterline Relocation
2. FM 491 Waterline Relocation
3. FM 493 Waterline Improvements
4. FM 1015 Waterline Relocation
5. FM 88 Waterline Relocation

North Alamo WSC & TXDOT Waterline Relocation Projects:

FM 1925 Waterline Relocation installation of mechanical joints.

FM 493 Waterline Relocation installation of pipeline within easements.

FM 1015 Waterline Relocation installation of valves. Early assembly to minimize water outage.

FM 506 Waterline Relocation installation of pipeline within easements.

FM 1925 Waterline Relocation installation of steel casing for pipeline crossing over drain dtich.

FM 1925 Waterline Relocation installation of steel casing for pipeline crossing state road.

References

MELDEN & HUNT HAS THE PEOPLE WHO KNOW HOW TO MAKE IT HAPPEN.

Melden & Hunt, Inc. has had the pleasure to work with a lot of valued clients, companies, agencies, and municipalities over the years. Feel free to contact any of the references and inquire about our quality service.

LISTING OF WASTEWATER & WATER TREATMENT PLANT PROJECTS WITH REFERENCES				
Client	Contact	Phone	Project	Funding Agency
North Alamo WSC	Steve Sanchez	(956)-383-1618	North Weslaco WWTP & Plant 5 Expansion	TWDB & UDSA
City of Mission	JP Terrazas, P.E.	(956)-585-3275	WWTP 4.5 MGD Expansion Project	TWDB
City of Edinburg	Gerado Carmona, P.E.	(361)-815-1402	WWTP Improvement Project	TWDB

HUB Certificates & Insurance

MELDEN & HUNT HAS THE BONDING CAPACITY.

Melden & Hunt, Inc. is not involved in any litigation, arbitration, administrative action related to past or current performance, or the subject of any professional censure or licensure suspension. Notably, Melden & Hunt, Inc. has never been terminated from an assignment for non-performance or unsatisfactory work.

Plus, we maintain an outstanding performance record with our clients, maintain all required insurance, and have a bonding capacity to meet the requirements of this project.

Included in this RFQ Packet are Melden & Hunt's HUB & Insurance certificates as requested.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1741737959500**
Approval Date: **December 14, 2023**
Scheduled Expiration Date: **December 14, 2027**

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

MELDEN & HUNT, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **December 14, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370 License#: 6003745 MELD&HU-01	**CONTACT NAME:** Jim Ledbetter **PHONE (A/C, No, Ext):** 360-626-2019 **FAX (A/C, No):** 360-626-2019 **E-MAIL ADDRESS:** jim.ledbetter@assuredpartners.com
INSURED Melden & Hunt Inc 115 W McIntyre St Edinburg TX 78541	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Pacific Insurance Company, Limited / 10046 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 564770636 **REVISION NUMBER:**

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

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

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

Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER

For Your Information

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

Matthew L. Copus

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Contact Information

YOU'VE WORKED WIITH OUR FIRM.

Melden & Hunt, Inc. has designated **Mr. Ruben James De Jesus, P.E., R.P.L.S.** as Principal In Charge and **Allan F. Booe, P.E.** Senior Design Engineer and primary point of contacts. They will develop a work plan and be responsible for scheduling and performance of all work associated with the City of Edinburg.

Ruben James De Jesus
Office Number: 956.381.0981
Mobile Number: 956.381.2820
Fax Number: 956.381.1839
E-Mail: ruben@meldenandhunt.com

Allan F. Booe
Office Number: 956.381.0981
Mobile Number: 956.605.1670
Fax Number: 956.381.1839
E-Mail: abooe@meldenandhunt.com

Professional Service Agreement

Melden & Hunt, Inc. has no issues with the City of Edinburg's Professional Services Agreement and is fully familiar with its terms and conditions, having worked under the same agreement on numerous previous projects with the City. We are comfortable proceeding under this standard agreement and look forward to continuing our successful working relationship.

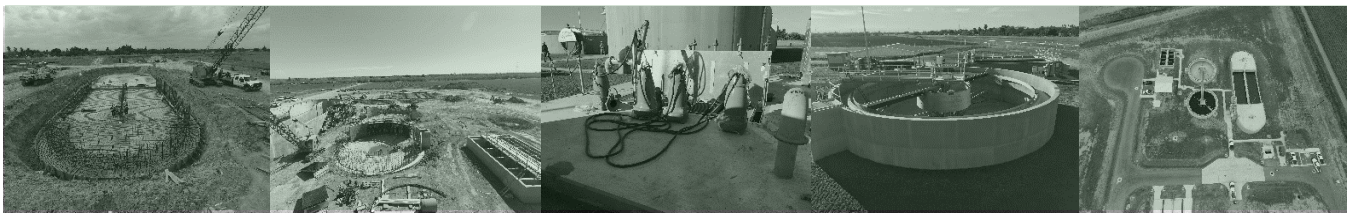
WE LISTEN. WE ENGINEER. WE DELIVER.

Melden & Hunt, Inc. brings extensive knowledge and experience in water distribution systems, and we have a strong understanding of the specific needs and objectives of the City of Edinburg. Our team is highly familiar with the scope of the US Highway 281 Water Distribution System Improvements Phase 2 project and is well-prepared to support its successful delivery.

It is our sincere hope that the dedication, passion, and professionalism reflected in our proposal demonstrate the level of collaborative design and responsive service we are committed to providing. We are ready to bring our technical expertise, in-house resources, and innovative problem-solving approach to help the City of Edinburg enhance and expand its water distribution infrastructure.

We believe that Melden & Hunt, Inc. is the right engineering partner for this critical project. Our decades of experience in designing and implementing water distribution systems—paired with our regional insight and history of successful partnerships—position us to help the City move forward with confidence. We appreciate the opportunity and look forward to contributing to the continued growth and resilience of Edinburg's water system.

Allan F. Booe, P.E.
Vice President



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

May 29, 2025

City Secretary
City of Edinburg
415 W University Drive
Edinburg TX 78539

RE: RFQ No 2025-003 US Highway North 281 Water Distribution System Improvement Phase 2

Dear City Secretary:

Quintanilla, Headley and Associates, Inc. appreciates the opportunity to submit our Statement of Qualifications for the above mentioned project. Enclosed are one original, five copies and one digital copy containing our Statement of Qualifications.

Quintanilla, Headley & Associates, Inc. realizes the City requires a strong project team that is ready to meet the demands associated with its' projects. Our firm provides engineering and land surveying services to both public works and private developers and is ready and willing to commence work for the City of Edinburg. We look forward to working with you.

In order to ensure the success of every project, the firm will

- Conduct business with respect and integrity
- Follow the ethics of our profession
- Strive to meet and exceed the expectations of the County

Should you have any questions, please feel free to call me at (956) 381-6480 or email me at alfonsoq@qha-eng.com.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527

Firm Information

Quintanilla, Headley & Associates, Inc.
Consulting Engineers and Land Surveyors
124 E. Stubbs St.
Edinburg, Texas 78539
Phone #: (956) 381-6480
Fax #: (956) 381-0527
Website: www.qha-eng.com
Email: alfonsoq@qha-eng.com
Texas Board of Professional Engineers Firm #: F-1513
Texas Board of Professional Land Surveying Firm #: 10041100

Principals

Alfonso Quintanilla, P.E., R.P.L.S.
President

Norma Quintanilla
Vice President

Lilia Quintanilla
Secretary

Eulalio Ramirez, P.E.
Director

Jaime Gomez
Director

Alejandro Rios
Director

Firm Philosophy

Our firm provides cost effective land surveying and engineering services based on our resources, experience and knowledge. We offer the best of technical performance, high standard of professionalism and integrity to the project.

Firm History

Quintanilla, Headley & Associates, Inc.

Founded in 1986, QHA provides a wide range of engineering and land surveying services throughout the Rio Grande Valley. QHA specializes in land surveying projects for right of way mapping, survey parcels, metes, and bounds descriptions, and topographic surveying. QHA uses the latest equipment and software to ensure we provide the most accurate field data.

QHA is managed by professional individuals who are registered with the Texas Board of Professional Engineers and the Texas Board of Professional Land Surveying. QHA is a certified as a Historically Underutilized Business (HUB).

Firm Capabilities

Our project management objectives are to deliver a final plan on schedule, on budget and one that fits the needs of our clients.

Boundary Survey	Survey Plats	Property Legal Descriptions	Right of Way Mapping	Topographic Survey
Utility Location Survey	Construction Survey	Roadway Design	Water Distribution System Design	Wastewater Collection System Design
	Storm Sewer Design	Land Development Design	Utility Coordination	

Staff by Discipline

Project Manager & Designer
Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.
Marco Gonzalez, P.E.

Drafting Team
Jaime Gomez, Designer/Senior CADD Technician
Jose Luis Cavazos, Drafting Technician
Guadalupe Garza, Drafting Technician
Alejandro Guerrero, Drafting Technician

Field Inspector
Reynaldo Corpus

Surveying Crew
Alejandro Rios, Field Crew Leader
Roel Gonzalez, Field Crew Leader
Alejandro Rios, Jr., Field Crew Assistant
Antonio Villalpando, Field Crew Assistant
Reynaldo Jimenez, Field Crew Assistant

Administrative
Norma Quintanilla, Administrative Manager
Clarissa Quintanilla, Administrative Support
Lilia Quintanilla, Administrative Secretary
Daniela Quintanilla, Administrative Secretary
Dinorah Quintanilla, Administrative Secretary

Related Projects

City of Edinburg
F.M. 1017 Waterline Relocation

City of Edinburg
Edinburg Arena

City of Edinburg
Oakview Center

References

City of Edinburg
Mardoqueo Hinojosa
415 W. University Drive
Edinburg, TX 78539
956-388-8210

Red Rock Real Estate Development
Manuel Cantu
2912 S. Jackson Rd
McAllen Tx 78503
956-800-1333

Additional Information

Ability to Commence Services

Quintanilla, Headley and Associates, Inc. is immediately able to commence services after successfully negotiating a contract for services.

Professional Insurance

Liberty Insurance Underwriters Inc.
Medallion Insurance
Phyllis Constantino
(212) 208-2824

Worker's Compensation Insurance

The Hartford Insurance
Medallion Insurance
Phyllis Constantino
(212) 208-2824

Auto Coverage
General Liability

State Farm Insurance
Juan Cazares, Agent
1408 S. Closner Blvd.
Edinburg, Texas 78539
(956) 381-0928

Affirmative Action Statement

Quintanilla, Headley and Associates, Inc. is a minority-owned corporation that does not discriminate on the basis of race, color, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, veteran status, or any other occupationally irrelevant criteria.

Management and Organizational Approach

Our firm is located in the heart of Hidalgo County. We are very familiar with the geographies of this area. We have a long and successful relationship with the Hidalgo County staff as we have provided them with professional engineering services for a large number of developments throughout the city for the past 25 years. We have a great amount of records and data of the County's existing infrastructure.

QHA understands the County's need to constantly improve on the existing infrastructure for the people of Hidalgo County. We will provide the County with alternatives of the most cost effective systems and design. We understand the requirements of the utility companies and drainage and irrigation districts and we will design all projects in compliance.

Our firm provides full professional engineering, surveying, management, and inspection services. We use the latest equipment for field data collection and engineering design. This gives us the ability to expedite the design of the project and provide an efficient design.

Our principal, Mr. Alfonso Quintanilla is a Licensed Professional Engineer and a Registered Professional Land Surveyor. He will be the principal assigned to this project. Should the project require the acquisition of easements, Mr. Quintanilla has prepared hundreds of survey parcels with metes and bounds descriptions. This is a unique qualification that our firm provides.

Our firm ensures a successful partnership that will meet and exceed the County of Hidalgo's expectations. We will specifically become familiarized with a project by conducting field visits and gathering all information needed to properly design and execute all phases. Our project management objectives are to deliver a final plan on schedule, on budget, and personalized to meet the County's needs.

Additional Information

Ability to Commence Services

Quintanilla, Headley and Associates, Inc. is immediately able to commence services after successfully negotiating a contract for services.

Professional Insurance

Liberty Insurance Underwriters Inc.
Medallion Insurance
Phyllis Constantino
(212) 208-2824

Worker's Compensation Insurance

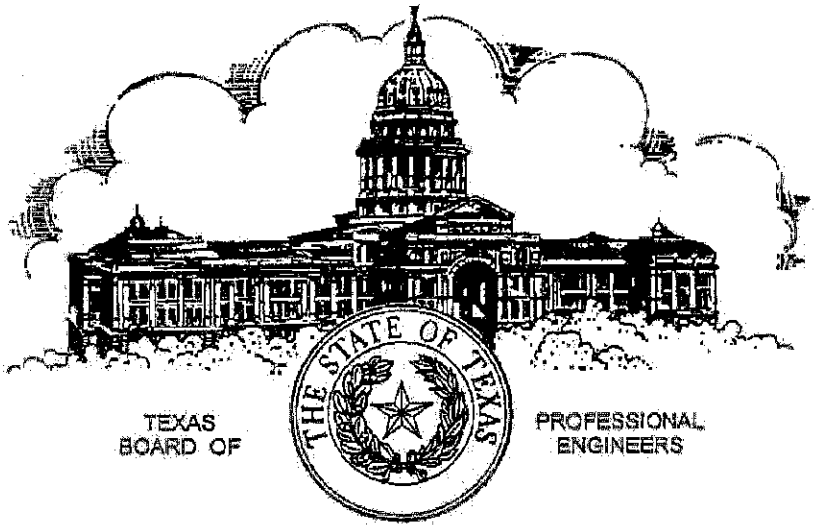
The Hartford Insurance
Medallion Insurance
Phyllis Constantino
(212) 208-2824

Auto Coverage
General Liability

State Farm Insurance
Juan Cazares, Agent
1408 S. Closner Blvd.
Edinburg, Texas 78539
(956) 381-0928

Affirmative Action Statement

Quintanilla, Headley and Associates, Inc. is a minority-owned corporation that does not discriminate on the basis of race, color, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, veteran status, or any other occupationally irrelevant criteria.



BE IT KNOWN THAT

ALFONSO QUINTANILLA

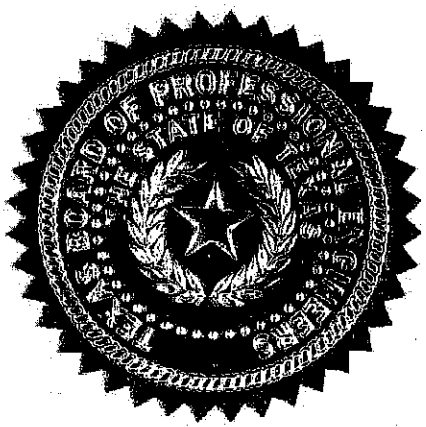
HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW



SERIAL NUMBER **95534**

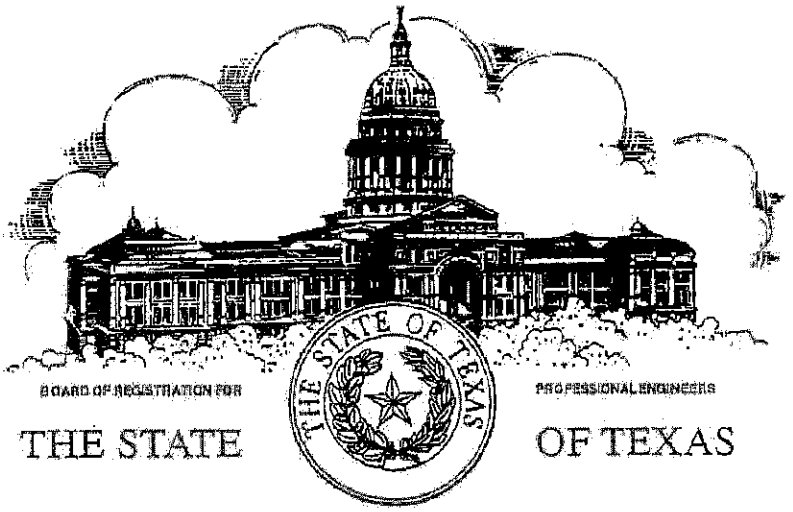
TEXAS BOARD OF
PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 20TH DAY OF MAY, 2005

BOARD CHAIR

Vicki L. Radenberg
BOARD SECRETARY



BE IT KNOWN THAT

Eulalio Ramirez

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED BY SEC. 12(a), SENATE BILL NO. 74, ACTS REGULAR SESSION, 45TH LEGISLATURE OF TEXAS IS GRANTED THIS

CERTIFICATE OF REGISTRATION

AND IS HEREBY AUTHORIZED TO PRACTICE AS A

PROFESSIONAL ENGINEER

SO LONG AS THIS CERTIFICATE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

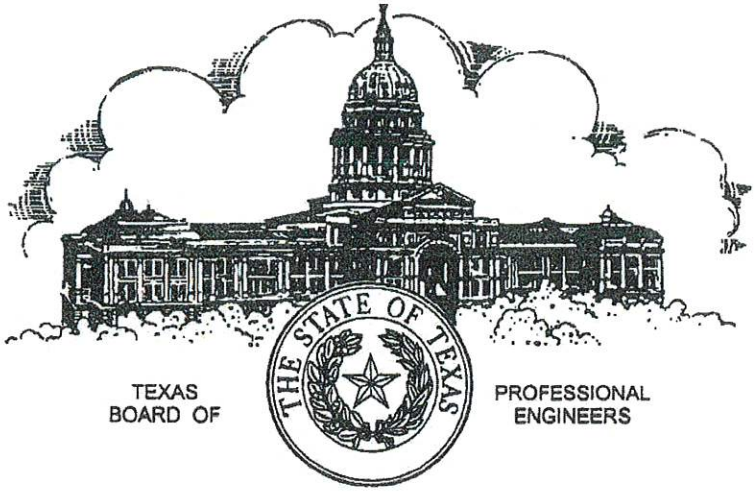
STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF
WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 23RD DAY OF JULY, 1993.

CHAIRMAN

SECRETARY

SERIAL NUMBER 77062



TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Marco Antonio Gonzalez

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS
PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 23rd day of May, 2015.

SERIAL NUMBER **120016**

BOARD CHAIR

Carry A. Baker

BOARD SECRETARY

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1742648167100
Approval Date: June 27, 2024
Scheduled Expiration Date: June 27, 2028

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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **June 27, 2024**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

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

Statement of Qualifications

for

City of Edinburg

- **RFQ for U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)**

RFQ No.: 2025-003

Deadline Date: Tuesday, June 17,2025 at 3:00 pm

City Council

Ramiro Garza Jr., Mayor
David White, Mayor Pro Tem
Daniel Diaz, Councilmember
Jason De Leon, Councilmember
David Salazar Jr., Councilmember

Prepared By:

RIO DELTA ENGINEERING

Civil Engineering • Land Surveying • Project Management • Land Development
Texas Engineering Firm # F-7628 • Texas Surveying Firm #10194027

921 S. 10th Ave.
Edinburg, TX 78539
Ph: (956) 380-5152
Fax: (956) 380-508

117 Rio Vista Boulevard
Rio Grande City, TX 78582
Ph: (956) 263-1041
Fax: (956) 263-1112

Serving the Rio Grande Valley Since 2004

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1. Transmittal Letter

June 17,2025

Gerardo Carmona, P. E.
Director of Utilities
City of Edinburg
415 W. University Blvd
Edinburg, TX 78541

Re: **RFQ- 2025-003 – U.S. Highway North 281 Water Distribution System Improvements Phase 2** –Professional Engineering Services

Mr. Carmona,

Thank you for allowing us the opportunity to present our Statement of Qualifications for your review and consideration. We welcome the opportunity to offer the City of Edinburg our services as they relate to the above-mentioned RFQ along with issued Addendums #1 & #2. Enclosed, please find our Statement of Qualifications.

Our main office is located at 921 S. 10th Avenue Edinburg, TX 78539. Our staff looks forward to contributing to the City's continuing efforts to improve the lives of our families and fellow citizens. We are confident that, if given the opportunity, we can continue to provide a broad scope of expert surveying services and become an essential asset for the City of Edinburg.

Rio Delta Engineering has recently completed work on a varied type of infrastructure projects within and for the City of Edinburg. We have the capability to perform all or most aspects of the proposed projects, including, but not limited to, planning and engineering design, construction management services, project management, design overview, construction documents review and recommendations, inspections, land and topographical surveying, cost and risk evaluation of projects, preliminary environmental evaluation, engineering design review, utility coordination, and construction administration. We are a small local firm with offices in Edinburg and Rio Grande City. We offer our clients the whole range of engineering services while maintaining the local everyday type of availability and service required by our clients. Rio Delta Engineering has the capacity to take on any project large or small and we can meet aggressive schedules and deadlines as needed. Our current workload is such that we can begin work on any project immediately.

Our goal is to become part of your team by providing counsel for all your construction management, engineering, surveying, and administrative needs. We are very familiar with the issues at hand and have worked on similar projects within the City of Edinburg and surrounding areas in Hidalgo and Starr Counties.

Our approach to projects entails a hefty combination of the latest technology, creativity, and an innovative approach towards the problem at hand. Project completion in a timely fashion and within budget is always a priority. We pride ourselves on providing all our clients with the utmost attention by being available when needed and provide a good customer service experience every time.

We are very interested in working with the City of Edinburg and look forward to helping you with these projects. I am an officer of the firm who is authorized to bind the firm to contract and I can be reached at by phone at the office at (956) 380-5152 or by cell phone (956)263-0934 and by email at ivan@riodeltaengineering.com. Please call me if you have any questions regarding this letter or the information presented in the packet.

Sincerely,

Ivan Garcia, P.E., RPLS, C.F.M.
Principal

2. *General Company Information*

Firm Name:

Gilbert J Guerra Engineering, LLC dba Rio Delta Engineering
Texas Engineering Firm #F-7628 • Texas Surveying Firm #10194027
Legal Business Description: Limited Liability Company

Names of Principals in The Firm:

Rio Delta Engineering Principals	**Titles**
Jose Ivan Garcia, P.E., R.P.L.S., C.F.M.	Principal
Julio A. Gonzalez, Graduate Engineer	Principal

Address:

Main Office
921 S. 10th Ave.
Edinburg, Tx 78539
Ph: (956) 380-5152
Fax: (956) 380-5083

Branch Office #1
117 Rio Vista Boulevard
Rio Grande City, TX 78582
Ph: (956) 263-1041
Fax: (956) 263-1112

Submittal is for: ***Main Office***

Rio Delta Engineering is an engineering firm offering general civil engineering and surveying services in the Lower Rio Grande Valley and South Texas. Our staff has a variety of background experiences ranging from structural adhesives sales to general contracting and oilfield fracking. This varied experience, coupled with our education in Agricultural and Civil Engineering, allows us to apply common sense and a practical approach to our civil engineering services. We've all heard a contractor say" Sure, everything fits fine on paper, but…" when they encounter a design issue that just doesn't work as well in the ground as it does on the plan. At Rio Delta Engineering, our objective is to deliver a civil engineering project to our client that is practical, cost effective, and buildable within the allotted budget and time frame. Our experience on both sides of the project "table" allows us to communicate clearly to everyone involved with a project the objectives of our plans and designs, from the contractor to the system operator, to the Board or Council member, and on up to the funding agencies.

Insurance:
General Liability ($2,000,000.00)
Professional Liability ($2,000,000.00)
Umbrella/Excess Liability ($1,000,000.00)
Commercial Auto ($1,000,000.00)
Workers Compensation ($100,000/$500,000)

HUB Certification:
We were initially approved as a HUB vendor on November 7, 2005.
(VID number 1830430819200/ File number 045319).
Our current approval expires September 2, 2025.

Affirmative Action Program/Equal Employment Opportunity Affirmative Action/Program Statement of Policy:
It is the policy of Rio Delta Engineering to provide equal employment opportunity in full compliance with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1973, the Veterans Readjustment Act of 1974, and the Presidential Executive Orders of Federal Contract Compliance Programs. This provides for equal employment without regard to race, color, religion, sex, national origin, marital status, age, disability, or veterans status.

3. *Firm Qualifications and Experience*

At Rio Delta Engineering, our objective is to provide quality engineering, surveying and construction management services to our clients in a timely, professional manner. Our experience in working with a variety of clients, including private developers, municipalities, county agencies, and state agencies, has shown us that listening to the client and understanding their needs is the most important step in the completion of a successful project. To this end, we make it a practice to establish clear and open channels of communication with our clients.

Our firm has completed a variety of different types of projects in South Texas since the company's inception in 2005. The projects range from land development and roadway design, to site-civil for educational institutions, commercial development, sanitary sewer treatment and collection systems, and water treatment and distribution systems. Rio Delta Engineering has completed, and is currently working on, numerous Federally and State funded projects for the City of Edinburg, City of McAllen, Edinburg C.I.S.D., Hidalgo County, Starr County, Rio Grande City, Union Water Supply Corporation, North Alamo Water Supply Corporation, the City of Escobares, the City of Roma, among some others. These projects include projects funded by the Texas Department of Rural Affairs (TDRA), the Texas Department of Agriculture (TDA), the Texas Department of Transportation (TxDOT), the Texas Water Development Board (TWDB), The Border Environment Cooperation Commission (BECC, EPA-NADBANK), the US Economic Development Agency (EDA), and the United States Department of Agriculture (USDA). The projects include roadway paving projects, extension of sanitary sewer, water distribution system improvements, wastewater treatment plant rehabilitation and new construction, and storm drainage improvements.

During the course of our 15-year existence, Rio Delta Engineering has dealt with City, County, and State agencies to complete our projects. We can work with any person or entity necessary to move projects forward to successful completion in a timely manner.

Names, Position, Phone and Fax Numbers of Contact Person:

Depending on the locality of the project, the local office has taken the lead on the project. In this instance, the Edinburg office managed by **Ivan Garcia, P.E., R.P.L.S.**, would be the lead engineer and surveyor on any projects. Ivan would provide project management, engineering design, and surveying services coordination and supervision. Ivan would also be primarily responsible for on-site inspections and would be the direct contact with the Owner.

Office Number: (956) 380-5152
Mobile Number: (956) 263-0934
Fax Number: (956) 380-5083
E-mail: ivan@riodeltaengineering.com

Key Personnel's Professional Background, Caliber and Availability

Ivan Garcia, P.E., R.P.L.S., has accumulated 15 years of experience in the civil engineering and surveying field. Ivan would be the lead engineer out of our local Edinburg office and would provide primary project management and engineering design and surveying services coordination and supervision. Ivan would also be primarily responsible for on-site inspections and would be the direct contact with the Owner.

One of our key personnel is **Gilbert J. Guerra, P.E.**, who has accumulated 25 years of experience in the civil engineering field ranging from supervising construction and design of municipal utilities, drainage, and roadway projects, to managing construction projects for the City of Edinburg, the City of Rio Grande City, Hidalgo County, Starr County, Edinburg CISD and Rio Grande CISD, Union Water Supply Corporation, and North Alamo Water Supply Corporation. Because of his extensive background, Mr. Guerra possesses unique expertise that will contribute to the project's success. Gilbert would provide engineering design and construction supervision and management support from the San Antonio office and would be the secondary contact with the Owner.

Organizational Chart and Summary of Work to be Performed by each Staff Member

- Ivan Garcia, P.E., R.P.L.S, C.F.M. – Principal
  As the lead engineer, Ivan would provide primary project management and engineering design and surveying services coordination and supervision. He would also be primarily responsible for on-site inspections and would be the direct contact with the Owner.

- Gilbert J. Guerra, P.E. – Senior Project Manager
  Gilbert would provide engineering design and construction supervision and management support to the Edinburg office. He would be the secondary contact with the Owner.

- Julio Gonzalez, Graduate Engineer – Principal
  Julio would provide design and construction supervision and inspection and construction management support from the Rio Grande City office. He would also coordinate survey support for the project.

- Edwin Pena, Graduate Engineer
  Edwin would provide design and construction supervision and inspection support from the Edinburg office

- Gerardo Sanchez, Graduate Engineer
  Gerardo would provide design and construction supervision and inspection support from the Edinburg office

- Roberto Salinas and David Rodriguez, Survey Crew
  As field data collection specialists, Roberto and David would provide field data collection services and construction staking services, for design and construction phases, respectively. Roberto and David work out of the Rio Grande City office.

Staff:	Civil Engineer (P.E.)	1
	Civil Engineer/Surveyor (P.E./R.P.L.S.)	1
	Graduate Engineer	6
	Surveyor-In-Training (S.I.T.)	1
	ACAD Technician/Designer	5
	Field Data Collection	6
	Administrative Staff	3
	Total Personnel	**23**

Capacity to Perform

We are very familiar with the City of Edinburg design standards and guidelines, as well as State and Federal regulations, policies and procedures to bring projects to completion while complying with any applicable regulations.

We have the capability to perform all or most aspects of the proposed projects, including, but not limited to, construction management services, project management, design overview, construction documents review and recommendations, inspections, land and topographical surveying, cost and risk evaluation of projects, preliminary environmental evaluation, engineering design review, utility coordination, and construction administration. We are a small local firm with offices in Edinburg and Rio Grande City. We have varied experiences that allow us to offer our clients the whole range of engineering services while maintaining the local every-day type of availability and service required by our clients. We have an in-house Registered Professional Land Surveyor (RPLS) and can provide full surveying services as may be needed for R.O.W. or easement acquisition.

We are confident that, if given the opportunity, we can provide a broad scope of expert engineering services, and with the help of our qualified staff we are sure we can become an essential asset for the City of Edinburg.

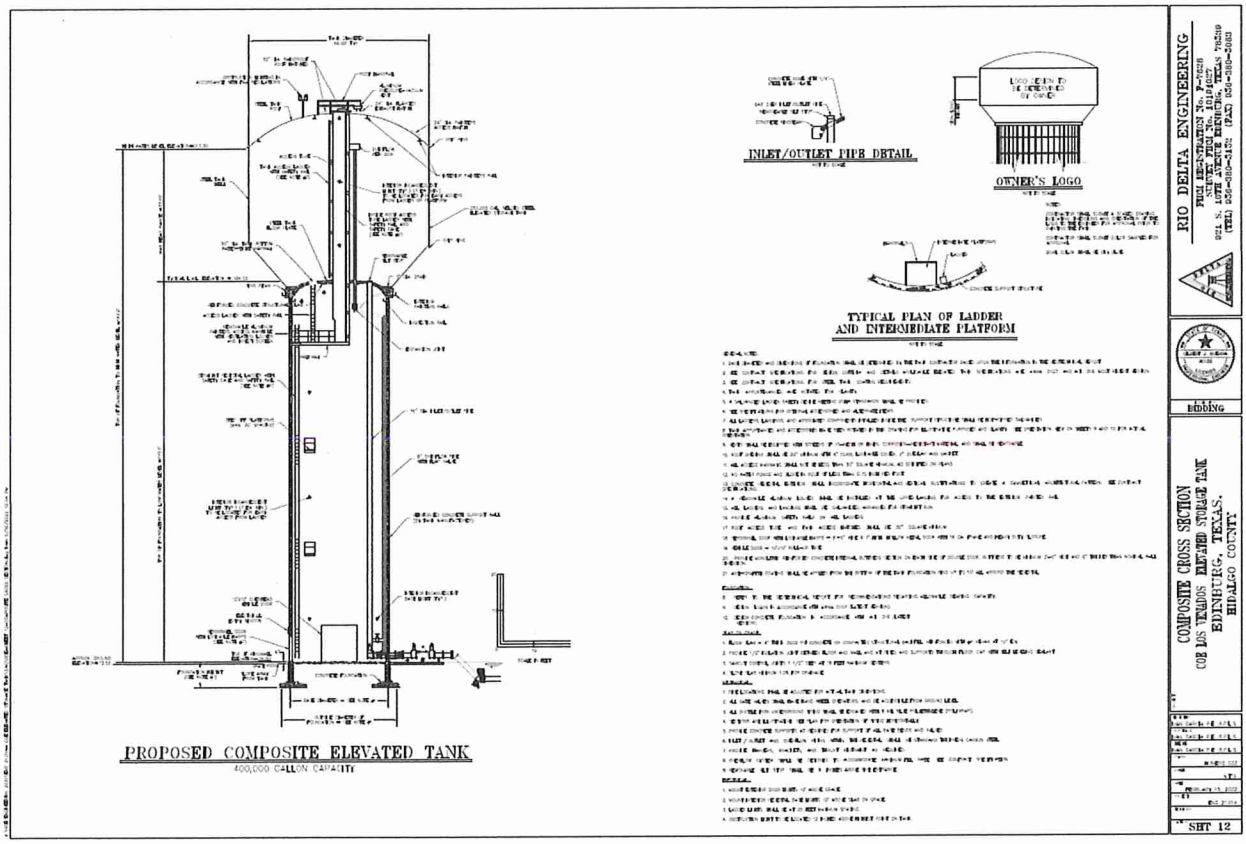
Current Workload

Rio Delta Engineering has the capacity to take on any project large or small. Our current workload is such that we can begin work on any project immediately. We have the equipment and office space available with which to expand our personnel and operations as may be required.

Some of the more recent projects that Rio Delta Engineering has provided planning, engineering, surveying, project management, and funding application services for are:

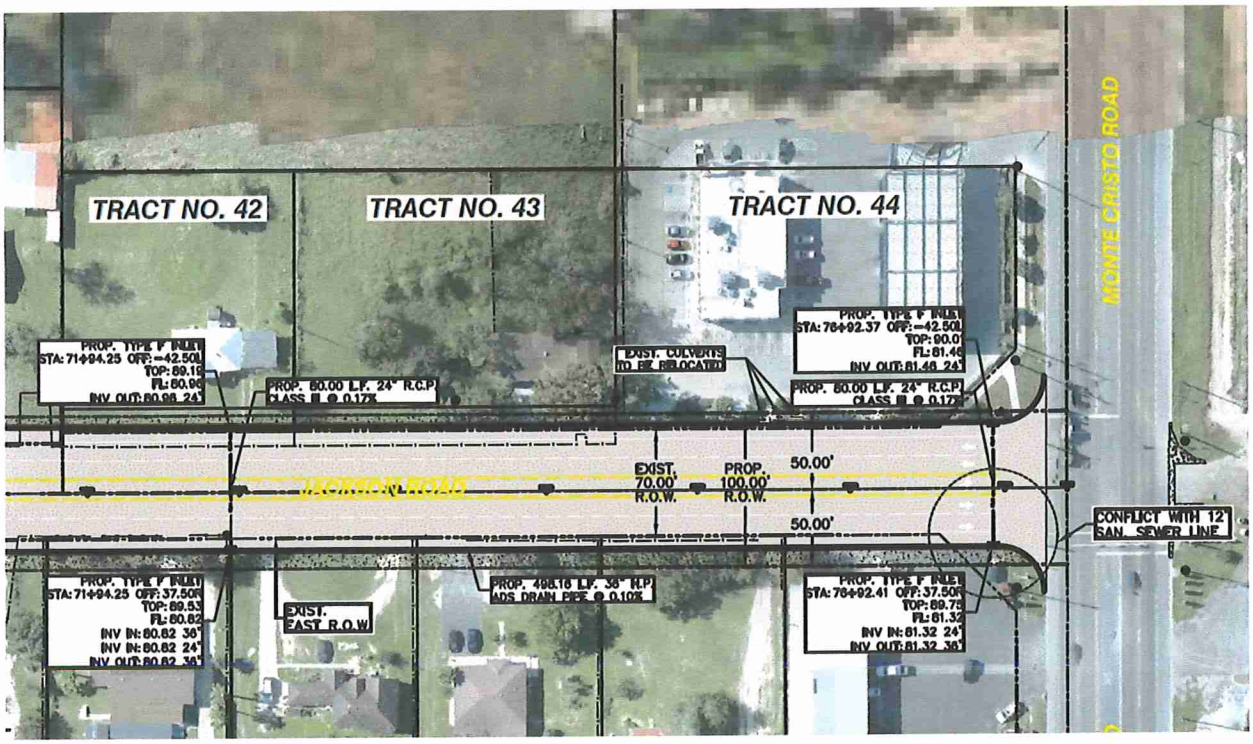
1. City of Edinburg – Los Venados Elevated Storage Tank - 2023

This is an on-going project which consists of the construction of a new 400,000 gallons elevated storage tank, and related improvements to alleviate water pressure and volume demands on north Edinburg area. The construction plans have been completed, and the project is scheduled to be bid out for construction within the next year and to be completed and put into operation mid to late 2025 at a cost of approximately $2,000,000.



Contact: **Gerardo Carmona, Jr. P.E. – Utilities Director**
City of Edinburg
(956) 388-8211
415 W. University Dr.
Edinburg, Texas 78541

2. City of Edinburg – North Jackson Road Right-of-Way Project between Saginaw Avenue to Monte Cristo Road – 2023

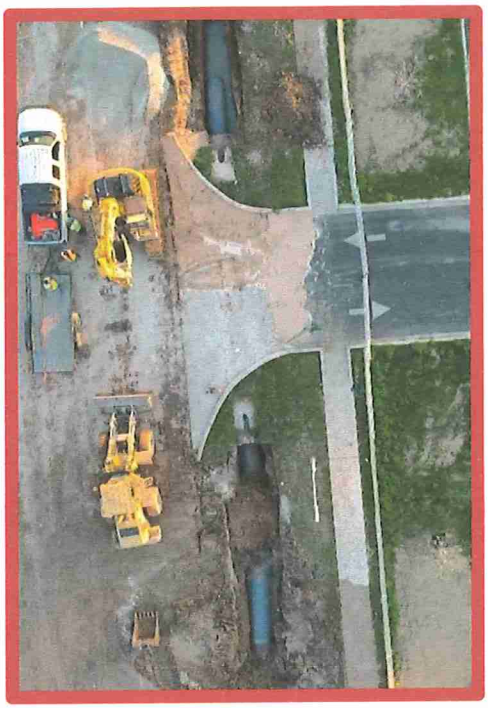


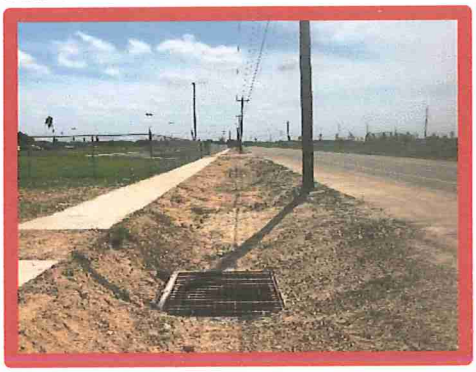
This is an on-going project which consists of the expansion/widening of Jackson Road between Saginaw Avenue going north to Monte Cristo Road (1.25 Miles) to alleviate traffic mobility and improve safety to this area of the City. Rio Delta Engineering is responsible for providing engineering services and developed an engineering schematic plan which identifies major design elements such as horizontal and vertical alignments, utility conflicts, drainage and signalization and will be used to establish future construction cost. The project is currently going through the right-of-way acquisition phase and funds will be sought for construction early 2025 at a cost of approximately $6,250,000.

Contact: **Mardoqueo Hinojosa, P.E., CFM, CPM**
City Engineering
City of Edinburg
(956) 388-8211
415 W. University Dr.
Edinburg, Texas 78541

3. City of Edinburg – Northeast Doolittle Road Area Drainage – 2019

This project consisted of the construction of various drainage improvements, including, but not limited to, approximately 2,200 L.F. of 36" and 24" storm drain gravity lines, 2,800 L.F. of excavation/fill and re-grading of roadside ditch, and related improvements to alleviate flooding along Doolittle Road between Rogers Road and Russell Road. The improvements were completed at a cost of approximately $387,000 and have been fully operational since the March 2019.





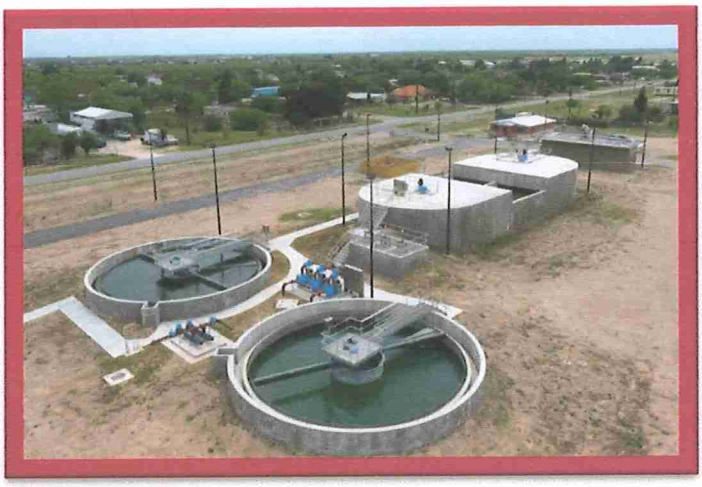
Contact: **Mardoqueo Hinojosa, P.E., CFM, CPM**
City Engineering
City of Edinburg
(956) 388-8211
415 W. University Dr.
Edinburg, Texas 78541

4. City of Rio Grande City, TDA #7215419 Paving Improvements -2018

This project consisted of paving various streets in the City Rio Grande City. The work involved included installing drainage improvements in one street and constructing new streets from the subgrade up to finished HMAC, with curb and gutter. The total cost of this project was approximately $400,000.00, including engineering, testing, inspection, and construction management. The funding for this project was provided by the Texas Department of Agriculture. All work has been completed and the project is being administratively closed out. Rio Delta Engineering was responsible for all design, bidding, testing, and construction management.

Contact: **Alberto Perez**
City Manager, City of Mercedes
(512) 809-9470

5. North Alamo Regional Wastewater Treatment Plant and Collection System -2019



This project consisted of constructing a new 0.5 mgd activated sludge wastewater treatment plant for North Alamo WSC. The plant is the first phase of what will ultimately be a 20 mgd plant located at the intersection of Minnesota and Goolie roads in Hidalgo County. The plant site is situated to serve an approximately 50 square-mile area roughly bound by Expressway 83 on the South, Hwy 107 on the North, Expressway 281 on the West, and Mile 6 West (Westgate) on the East. This initial phase cost approximately $13 million, including planning, acquisition, design, testing, permitting, and construction management. This project was funded jointly by the Texas Water Development Board (TWDB), the Border Environmental Cooperation Commission (BECC/NADBANK), and the Texas Department of Agriculture (TDA). The collection system consisted of approximately 32,000 linear feet of gravity sanitary sewer lines, approximately 15,000 linear feet of force main lines, and four sanitary sewer lift stations. This project provides sanitary sewer service to 471 families in six Colonias and will establish the backbone for future expansion and connections within the projected 50 square-mile service area. Rio Delta Engineering has been responsible for all planning, funding applications, design, permitting, bidding, construction management, and coordination between funding agencies.

Contact: **Steven Sanchez**
General Manager, North Alamo WSC
(956) 383-1618
420 S. Doolittle Road
Edinburg, Texas 78542

6. City of Roma, Efren Ramirez Paving and Drainage Paving Improvements – 2020

This project consists of widening and paving approximately 2,315 lf of Efren Ramirez Street in Roma, Texas. The work involved includes installing approximately 5,630 lf of drainage improvements and constructing a new 37' B-B street section with curb and gutter. The total cost of this project is estimated to be approximately $1,921,769.00 including environmental assessment, R.O.W. acquisition, engineering, testing, inspection, and construction management. The funding for this project will be provided by the United States Department of Agriculture. All funding applications, environmental investigations, and engineering design has been completed. The R.O.W. acquisition is also in the final phases of completion. The project is scheduled to be put out for bid within the next few months. Rio Delta Engineering was responsible for the preliminary engineering report, the environmental investigation, the engineering design, and the surveying services for design and R.O.W. acquisition. We will also be responsible for bidding, construction inspection, testing, and project management.

Contact: **Alex Barrera**
City Manager, City of Roma
(956) 849-1411
P.O. Box 947
Roma, Texas 78584-0947

7. Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation District No 1 – "Mile 17 ½ Road Canal Siphon Improvements - 2013

This project was a joint venture between the Edinburg C.I.S. D. and Hidalgo County Drainage District No. 1 for an irrigation canal crossing relocation, installation of a 490 l.f. of 60" storm sewer line and approx. 200' of road extension. This project was greatly needed to increase safety and ease traffic flow in the area due to the new construction of 1 elementary school and 1 middle school by the Edinburg C.I.S.D. The improvements were completed at a cost of approximately $635,000 and have been fully operational since 2014. As part of this project, we improved the connections between the existing drain ditches and left preparations for the construction of the 1298 Ditch along Mile 9 Road between Ware Road and Rooth Road. The Improvements were completed and have enabled for a better and safer traffic flow to and from the schools. Rio Delta Engineering was responsible for all planning, design, permitting, land surveying, bidding, inspections and construction management.

Contact: **Robert Estrada**
Retired District Architect
Edinburg C.I.S.D.
(956) 279-9670

8. Starr County, Disaster Recovery 2.2, General Land Office (GLO) Paving and Drainage Improvements - 2018

This project consisted of providing paving and drainage improvements at various locations in Starr County. The work included constructing paving and drainage improvements for one street in Pct #4, constructing paving and drainage improvements including a 1.5-acre detention pond in Pct #3, and constructing a pilot channel for approximately 1.5 miles of Los Morenos Creek in Pcts #1 and 2. The total cost of this project was approximately $1,100,000.00, including R.O.W. acquisition, engineering, testing, inspection, and construction management. The funding for this project was provided by the Disaster Recovery Fund 2.2 administered by the Texas General Land Office. All work has been completed except for the pilot channel for Los Morenos Creek. Negotiations for the acquisition of R.O.W. for these proposed improvements have been onerous due to the lack of clear title for most of the properties in this area. This area is in "undivided" Porciones. The project will have to be closed out by the end of the year with whatever progress has been accomplished at that time. Rio Delta Engineering was responsible for all design, bidding, testing, surveying services for appraisal and acquisition activities, and construction management.

Contact: **Eloy Vera**
County Judge, Starr County
(956) 716-4880
100 N. FM 3167
Rio Grande City, Texas 78582

Project Approach

At Rio Delta Engineering, our objective is to provide quality engineering services to our client in a timely, professional manner. Our experience in working with a variety of clients, including private developers, municipalities, county agencies, and state agencies has shown us that listening to the client and understanding his needs is the most important step in the completion of a successful project. To this end, we make it a practice to establish clear and open channels of communication with our clients. The following is a basic outline of the typical approach our firm has taken towards the successful completion of our projects:

PLANNING AND PRELIMINARY DESIGN:

- Attend all necessary Coordination meetings with City of Edinburg, pertinent Irrigation District, Hidalgo County, and any other jurisdictions required
- Coordinate County and State Permits as required
- Coordinate Preliminary Design with Staff and discuss different alternatives
- Prepare Preliminary Construction Cost Estimate
- Prepare Field Topographic Surveys and set benchmarks for horizontal/vertical control
- Prepare boundary/easement surveys as required for acquisition and right-of-entry
- Master-planning consideration for future and to follow the City of Edinburg's masterplan

FINAL ENGINEERING DESIGN PHASE:

- Prepare Construction Plans for project improvements
- Prepare Construction Contract Documents
- Prepare Final Construction Cost Estimate
- Prepare Final Bidding Documents
- Prepare Traffic Control Plans
- Prepare Stormwater Pollution Prevention Plan & TPDES Permits, as required

PRE-CONSTRUCTION PHASE

- Assist the City and the City's Professional Consultants during the scope development, preliminary design, and design development phases in evaluation of options for the project.
- Establish the master project schedule identifying all different phases and all milestone items.
- Develop a project budget and itemized Guarantee Maximum Price (GMP) upon negotiations with the City. The GMP shall include the substantial completion date of the project.
- Review and familiarize itself with all reports, surveys, drawings, tests and results concerning the condition of existing facilities, systems, structures, and sites.
- Work with and coordinate activities with any other contractors that the City contracts work with for the project.

- Review all applicable documents to ensure constructability and to minimize change orders.
- Review the project design to identify long-lead procurement items and equipment/materials which are eligible to be purchased by the City as direct material purchases.
- Coordinate with the City's Professional Consultants to finalize construction documents and develop bid packages.

PROCUREMENT (BIDS AND AWARDS)

- Schedule and conduct pre-bid conferences with interested subcontractors, material suppliers, and equipment suppliers.
- Assess conditions in the construction market to identify factors that will or may affect costs and time for completing the project.
- Identify and solicit multiple bid packages that together will represent the entirety of the scope of work for the project.
- Compile bid specifications and packages, utilizing City's bid procedures, obtaining bids for any and all construction, sub-contractor, material suppliers, including direct material purchases.
- Solicit, advertise, accept, review, and, based on approvals by the City, award bids to qualified subcontractors based on the bid packages identified.

CONSTRUCTION PHASE

- Schedule and plan construction meetings, take and issue meeting minutes, and attendance sheets as directed by the City's Project Manager.
- Coordinate with the Professional Consultants and IDA to schedule and conduct Pre-Construction meetings with subcontractors.
- Plan and recommend timing for the release of drawings and specifications to enable phasing of construction project.
- Maintain and update the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.
- Provide materials to the job site in a timely manner and assure their safe keeping, meeting the terms of the contract, adhering to project scheduling, and direct material purchase program.
- Develop, implement cost controls, and provide financial accounting services for documentation of projects.
- Coordinate on-site construction management services including, but not limited to:
    - progress job site meetings
    - maintain daily on-site project log and schedule report
    - oversee quality assurance testing and inspection programs
    - monitor construction management staff and subcontractor work performance for deficiencies
    - maintain record copy of all contract documents

- coordinate requests for information (RFI) submittals
- Review adequacy of and oversee and ensure compliance with construction management staff and subcontractor safety programs and policies.

CLOSE-OUT PHASE

- Assemble and deliver sufficient hard copies and electronic copies on USB/Flash Drive of closeout documents, parts and operational manuals, and repair and parts manual.
- Coordinate project close-out, start-up and transition to operation
- Coordinate completion of As-Built documents with City's Building Official and Project Manager.
- Complete or coordinate completion of punch-list items generated by the City's Professional Consultant and the City's representatives during their inspections.
- Coordinate with the City's Professional Consultant to provide complete Project records including Project Manual and CAD drawings corrected to show all construction changes, additions, and deletions compared to the Construction Document.
- Coordinate with the City's Building Official to prepare the Certificate of Final Inspection.
- Coordinate and conduct Building Warranty Inspections
- Warrantee all workmanship and material for one (1) year following substantial completion.
- Ensure coordination and implementation of equipment training for City staff.
- Provide USB/Flash Drive for all project photos.
- Project video record of any training provided to City's staff.
- Prepare As-Built Record Drawings

Rio Delta Engineering uses AutoCAD Civil 3D exclusively but can convert the data to any format that might be necessary. All drafting support would be provided jointly by the Edinburg and Rio Grande City offices. We hope to provide all our clients with the highest quality and professional civil engineering and surveying services and deliver the most efficient and cost-effective solutions to their needs.

4. *Team Member Qualifications and Experience (resumes)*

Ivan Garcia, P.E., R.P.L.S., C.F.M.
Principal, Rio Delta Engineering

Education:

Texas A&M University Kingsville, TX, BS Civil Engineering, December 2008

Licensure & Certifications:

Licensed Texas Board of Professional Engineers, December 2013, P.E.#115662

Texas Board of Professional Land Surveying, May 2014, R.P.L.S. #6496

American Institute of Constructors, March 2012, Associate Contractor (AC)

Work Experience:

May 2009 – Present
Duties:

Rio Delta Engineering
Partner, Civil Engineer, RPLS, Project Manager

- Manages the day-to-day operations of the Edinburg office.
- Supervises the engineering and surveying staff and all engineering design and surveying services.
- Meets with clients to plan, manage, design, and supervise the construction of projects.
- Provides project management for clients, as may be required.
- Attends public meetings in order to present projects for consideration and approval when required and to provide project updates when necessary.
- Coordinates with City, County, and State agencies on behalf of client throughout the course of completing a project.

Summer 2008
Duties:

Texas Department of Transportation, Pharr, TX 78577
Engineering Technician Internship

- Assisted Civil Engineer in application of principles, methods, and techniques of civil engineering technology on the planning and construction of US 83 "Arroyo Roma" bridge, FM 650 "Los Negros Creek" bridge and Garcia St. relocation of utilities in the city of Roma, Texas.

Feb 2006 – Dec 2006

Duties:

CRC Engineering, Inc., McAllen, TX 78504

CADD Technician

- Designed and prepared detailed electronic (CAD) working plans for complex projects from observation, measurements, sketches, specifications, and standard layouts provided by customers, consultants, and/or departmental contacts.

Gilbert J. Guerra, P.E.
Senior Project Manager

Education:
Texas A&M University, College Station, TX, BS Agricultural Engineering, May 1985

Licensure & Certifications:
Licensed by the Texas Board of Professional Engineers, July 2002, P.E. #90156
Licensed by the Alabama Board of Professional Engineers, February 2008, P.E. #29229

Military Service:
United States Marine Corps, 1976-1982, Honorable Discharge, E-5

Work Experience:

Jul 2005 – Present — **Gilbert J. Guerra Engineering, LLC dba Rio Delta Engineering**

Duties: Owner, President, Civil Engineer, Project Manager

- Supervises the engineering and drafting staff and all engineering design.
- Coordinates with City, County, and State agencies on behalf of the client throughout the course of completing a project.
- Consultant for Rio Grande City (8yrs)
- Consultant for Union Water Supply Corporation (7yrs)

Feb 2004 – Jun 2005 — **Rio Delta Engineering & Surveying**

Duties: Vice President, Resident Engineer

- Supervised the engineering and drafting staff and all engineering design.
- Coordinated with City, County, and State agencies on behalf of the client throughout the course of completing a project.

Aug 1996 – Feb 2004: — **J.E. Saenz & Associates, Inc., Edinburg, TX**

Duties: Director of Engineering

- Supervised the engineering and drafting staff and all engineering design.
- Coordinated with City, County, and State agencies on behalf of the client throughout the course of completing a project.
- Provided construction management and supervision on City construction projects.
- Provided field engineering services for the City on projects undertaken by City utility and street paving crews.
- Provided engineering reports, certifications, design and permitting services to the City for City construction projects.

Julio A. Gonzalez, Graduate Engineer
Principal, Rio Delta Engineering

Education:

Texas A & M University Kingsville, BS Civil Engineering, December 2010

South Texas College, Associate of Mathematics and Science, May 2008

Work Experience:

July 2011 – Present
Duties:

Rio Delta Engineering
Graduate Engineer, Partner, Project Manager

- Manages to day-to-day operations of the Rio Grande City office.
- Supervises the engineering and surveying staff and all engineering
  design and surveying services in the Rio Grande City office.
- Meets with clients to plan, manage, design, and supervise the construction of projects.
- Provides project management for clients, as may be required.
- Attends public meetings to present projects for consideration and approval when required and to provide project updates when necessary.
- Coordinates with City, County, and State agencies on behalf of client throughout the course of completing a project.

Jan 2005 – Dec 2008
Duties:

Construcciones en General, Camargo, Tamaulipas
Project Manager

- Supervised site work for paving as well as sewer build outs.
- Prepared bid proposal for project bidding.
- Managed budget and expenses.

Jun 2004 – Dec 2004
Duties:

COMAPA, Camargo, Tamaulipas
Technician

- Performed analysis of potable system and wrote reports on improvements.

Norberto Lopez, Graduate Engineer

Education:

University of Texas, Rio Grande Valley, BS Civil Engineering, May 2017

Work Experience:

March 2018 – Present — Rio Delta Engineering

Duties: **Graduate Engineer**

- Meets with clients to plan, manage, design, and supervise the construction of projects.
- Provides project management and inspection for clients, as may be required.
- Attend public meetings in order to present projects for consideration and approval when required and to provide project updates when necessary.

Edwin Pena, Graduate Engineer

Education:

University of Texas, Rio Grande Valley, BS Civil Engineering, May 2020

Work Experience:

January 2017 – Present — Rio Delta Engineering

Duties: **Graduate Engineer**

- Meets with clients to plan, manage, design, and supervise the construction of projects.
- Provides project inspection for clients, as may be required.
- Attend public meetings in order to present projects for consideration and approval when required and to provide project updates when necessary.

Gerardo Sanchez

Education:

University of Texas, Rio Grande Valley, BS Civil Engineering, December 2022

Work Experience:

April 2024 – Present — Rio Delta Engineering

Duties: **Graduate Engineer**

- Meets with clients to plan, manage, design, and supervise the construction of projects.
- Provides project inspection for clients, as may be required.
- Attend public meetings in order to present projects for consideration and approval when required and to provide project updates when necessary.

5. ***References***

1. Eloy Vera, Jr.
   County Judge
   Starr County
   100 N. FM 3167
   Rio Grande City, TX 78582
   (956) 716-4800

   Rio Delta Engineering has provided engineering consulting services to Starr County for the past 17 years. We have designed, advertised, bid out, and provided construction and contract administration for paving projects, sanitary sewer collection systems projects, drainage projects, a solid waste transfer station, and subdivision review. Most of these projects were funded by Federal and State agencies. We have assisted the County Staff with funding applications, permit renewals and permit modifications for the Starr County Solid Waste Transfer Station.

2. Mardoqueo Hinojosa, P.E., CFM, CPM
   City of Edinburg
   415 W. University Dr.
   Edinburg, Texas 78541
   (956) 388-8955

   Rio Delta Engineering serves as one of Consulting Engineers on rotation for the City of Edinburg. We provide on-call engineering services related to water distribution systems, sanitary sewer collection systems, and paving and drainage improvements. We attend all City meetings and provide reports to the Council as needed. We coordinate with staff on the day-to-day needs as they relate to our engineering and surveying services. We provide engineering design, surveying, and construction and contract management services for those projects that are bid out.

3. Alberto Perez
   City Manager
   City of Mercedes
   400 S. Ohio Ave.
   Mercedes TX 78570
   (956) 565-3114

4. Robert Estrada, AIA
Former District Architect
Edinburg Consolidated Independent School District (ECISD)

Rio Delta Engineering has completed a multitude of paving projects for the ECISD. RDE was the project engineer for the 2008-2009 ECISD Bond Project. Our work consisted of first providing site feasibility studies for one middle school site and four elementary school sites. We then provided surveying services for property acquisition and platting services for four of the sites. RDE also provided site-civil and off-site utility and paving improvements for the four elementary schools. This work entailed widening roads in the County, widening streets in the City of Edinburg, rerouting a Hidalgo County Irrigation District No. 1 irrigation canal by taking it underground to provide an on-grade crossing of a newly opened County Road. Throughout the project RDE provided coordination between the ECISD, Hidalgo County Pct. #4, the City of Edinburg, the City of McAllen, Hidalgo County Drainage District #1, and Hidalgo County Irrigation District #1 and the Santa Cruz Irrigation District at different times.

6. *Insurance and Certifications*

Insurance:

General Liability ($2,000,000.00)
Professional Liability ($2,000,000.00)
Umbrella/Excess Liability ($1,000,000.00)
Commercial Auto ($1,000,000.00)
Workers Compensation ($500,000.00)

HUB Certification:
We were initially approved as a HUB vendor on November 7, 2005.
(VID number 1830430819200/ File number 045319).
Our current approval expires September 2, 2025.

(Certificates are attached)

Pending Litigation:

Rio Delta Engineering is not currently under any type of legal litigation related to any professional services rendered by the firm.

7. ***Professional Services Agreement***

I have read the Professional Services Agreement and agree to meet the City's insurance requirements should Rio Delta Engineering be selected to provide engineering and/or surveying services to the City. If selected, Rio Delta Engineering will enter into a professional services agreement with the City of Edinburg. As a Partner in Gilbert J. Guerra Engineering, LLC, dba Rio Delta Engineering, I am authorized to commit the firm to such an agreement.

Jose Ivan Garcia, P.E., R.P.L.S., Principal

Date: 6/17/25

8. *Contact Information*

Jose Ivan Garcia, P.E., R.P.L.S.
Principal, Rio Delta Engineering

921 South 10th Avenue
Edinburg, TX 78539
Office (956) 380-5152
Fax (956) 380-5083
E-mail: ivan@riodeltaengineering.com

Julio Gonzalez
Principal, Rio Delta Engineering

921 South 10th Avenue
Edinburg, TX 78539
Office (956) 380-5152
Fax (956) 380-5083
E-mail: jgonzalez@riodeltaengineering.com

9. *Attachments*

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **115662**
Status: **ACTIVE**
Expires: **9/30/2025**

JOSE IVAN GARCIA

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1830430819200**
Approval Date: **September 27, 2021**
Scheduled Expiration Date: **September 27, 2025**

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

GILBERT J. GUERRA ENGINEERING, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 27, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

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

TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Gilbert Jesus Guerra

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 12TH DAY OF JULY, 2002.

BOARD CHAIR

BOARD SECRETARY.

SERIAL NUMBER 90156

TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Jose Ivan Garcia

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 4th day of December, 2013.

BOARD CHAIR

BOARD SECRETARY

SERIAL NUMBER 115662

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

GILBERT J. GUERRA ENGINEERING, LLC
dba Rio Delta Engineering

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-7628

Expiration Date
01/31/2026

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Gilbert J. Guerra Engineering, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10194027

Expiration Date
12/31/2025

CITY OF EDINBURG

Request for Qualification (RFQ)

U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

PROPOSAL NO.:2025 - 003

Due Date: Tuesday, June 17th, 2025

Time: 3 PM CST

Submitted by:

SAMES, Inc.

200 S. 10th Street, Suite 1500

McAllen, TX 78501

O: (956)702-8880

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THE CITY OF Edinburg

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

June 17th, 2025

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

RE: **Letter of Interest – RFQ No. 2025-003 "U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)"**

Greetings,

SAMES, Inc. ("SAMES") is honored to submit this Letter of Interest in response to the City of Edinburg's Request for Qualifications (RFQ No. 2025-003) for professional engineering services related to the U.S. Highway North 281 Water Distribution System Improvements Phase 2. We are excited about the opportunity to partner with the City on a project that will significantly enhance the local water infrastructure and support future growth along a key transportation corridor.

Our firm offers a highly qualified team with proven experience in municipal water system planning, design, and construction management. We understand the complexities involved in coordinating with TxDOT, navigating TCEQ regulations, and delivering critical utility infrastructure in active and growing environments. Our project team is committed to providing the City of Edinburg with responsive service, technical excellence, and practical, constructible solutions that align with the City's goals.

We have successfully completed similar utility relocation and improvement projects for municipalities across Texas and take pride in our ability to remain on schedule, within budget, and in compliance with all local, state, and federal requirements. Our team includes licensed engineers, project managers, and field personnel who are experienced in the full project lifecycle, from preliminary design and permitting through construction administration and closeout.

We acknowledge the receival of Addendums No. 1 and No. 2, and we have made all necessary adjustments to this response to satisfy your requests in the addendums provided.

We appreciate the City's consideration of our qualifications and look forward to the possibility of contributing to the successful implementation of this important project. Please feel free to contact me at (956) 451-5826 or Saul@samengineering-surveying.com with any questions or requests for additional information.

We look forward to the potential of working together.

Saul D. Maldonado, PE
Principal / President
200 S. 10th St, Ste 1500, McAllen Tx 78501
Saul@samengineering-surveying.com

SECTION 2: FIRM QUALIFICATIONS

COMPANY'S PROFILE

SAMES is a minority owned company established in 2008 by Samuel and Saul Maldonado, two brothers with a vision to develop a legacy of leadership succession serving communities world-wide. Our Corporate Mission is "**To empower leadership that promotes excellence through teamwork, accountability and integrity while providing quality professional engineering, construction and surveying services."**

SAMES is registered and in good standing with the Texas Board of Professional Engineers and Land Surveyors. We are a certified Disadvantaged Business Enterprise **(DBE)**, a State of Texas Historically Underutilized Business **(HUB)**, and a Small Disadvantaged **HUBZone** firm certified through the U.S. Small Business Administration. SAMES is also administratively qualified and pre-certified with the **Texas Department of Transportation (TxDOT)** to provide civil engineering, surveying and related professional services for state and federally funded projects.

Principal Owners:	**Office Locations:**	**General Information:**
Saul D. Maldonado Principal & President Mobile: (956) 451-5826 saul@samengineering-surveying.com Samuel D. Maldonado, PE, RPLS Principal & CEO Mobile: (956) 207-7130 sam@samengineering-surveying.com	* The Chase Tower 200 S 10th St, Suite 1500 McAllen, TX 78501 1247 Central Ave, Suite 220 Los Alamos, NM 87544 * Location serving City of Edinburg	• Type of Organization: S-Corp. • Engineering Firm No.: F-10602 • Surveying Firm No.: 10141600 • Texas HUB No. 59680 • TxDOT DBE No. VN 23559 • Federal HUBZone No. 54823 • Small Disadvantaged Business • UEI No. DP31KANLHAT1 • Cage Code: 66n60 • TIN: 26-2941288

SERVICES

Since 2008 SAMES has been providing quality and responsive services that encompass the CORE civil engineering disciplines: **Roadway Design**, **Water Distribution Systems**, **Wastewater Collection Systems**, and **Storm Sewer Collection Systems**. To better serve our clients, SAMES has expanded our services to include **Planning and Development**, **Professional Land Surveying**, **GIS & Mapping**, **General Construction**, and **Construction Management and Inspection services**.

SAMES has a fully staffed **Surveying and Drafting department** which allows us to research, collect, analyze and transfer data quickly and efficiently into accurate and comprehensive technical documents. SAMES provides topographic, boundary and aerial surveying, utility and right-of-way mapping, horizontal & vertical control, parcel plats with metes & bounds (easement acquisitions), construction staking and A.L.T.A. surveys. We utilize the latest and most advanced software and technologies in surveying equipment and drafting programs in order to successfully deliver our projects with a high degree of accuracy and within schedule. Our surveying crews utilize GPS (global positioning systems) equipment capable of sub-centimeter measurement accuracy, Robotic Total Stations, level instruments and electronic data collectors capable of recording data using codes specific to each client's needs.

SAMES is a member of the Real Time Kinematic (RTK) network which eliminates the need to establish a local GPS base receiver and radio when utilizing GPS within the RTK network. Additionally, our survey and CAD technicians use Trimble Geomatics Business Center software which facilitates the downloading process of all surveying point data and allows our drafting technicians to translate surveying data into highly accurate and reliable drawing documents.

SAMES provides comprehensive turn-key project services designed to deliver long-term solutions at every stage of development. Our objective is to build resilient infrastructure that enhances the quality of life within our local communities. From securing funding and developing preliminary designs to preparing bid packages and overseeing material testing, construction management, and inspections, SAMES offers full support through a structured project phasing system. We have the expertise to design, manage, and guide any civil engineering project from initial concept to final completion.

SAMES provides the following professional services:

Engineering & Design
- Civil Engineering
- Project Management & Consulting
- Construction Engineering Inspections
- Environmental Compliance

Land Surveying
- Boundary & Topographic
- ALTA Surveys
- Aerial Mapping & LiDAR
- Utility Mapping
- Right-of-Way Mapping
- Construction Staking

Development & Planning
- Subdivision Platting
- Feasibility Studies

Engineering Services

- *Planning, Research, and Development*
- *Feasibility Studies and Engineering Reports*
- *Subdivision Platting and Development*
- *Roadway and Parking Lot Design*
- *Storm Water Collection System and Drainage Design*
- *Hydrology Analysis and Hydraulics Design*
- *Erosion and Sediment Control Designs*
- *Water and Wastewater Infrastructure Design*
- *Right-of-Way Mapping and Easement Acquisitions*
- *Plans, Specifications, and Cost Estimates*
- *Procuring Federal, State, Local Grants and Permits*
- *Bid Procurement and Construction Administration*
- *Cost Estimates and Financial Analysis*
- *Environmental Evaluations*

SAMES is well-equipped to manage and execute the scope of work outlined in your RFQ.

AFFIRMATIVE ACTION PROGRAM

SAMES, Inc. follows Affirmative Action to establish fair access to employment opportunities under the Executive Order 11246 and Section 503 of the Rehabilitation Act of 1973. SAMES complies with all applicable laws regarding Affirmative Action and Equal Employment Opportunity in all its activities, programs, and/or employment practices and does not discriminate against anyone due to age, creed, color, disability, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, military/veteran status, genetic information, citizenship, or any other characteristic or status protected by federal, state, or local laws.

CONTACT INFORMATION

Saul D. Maldonado, PE will be the Primary Point of Contact for any correspondence regarding this Statement of Qualifications. Jessica M. Maldonado will be the Secondary Point of Contact for correspondence regarding this Statement of Qualifications and, if awarded a contract resulting from this submittal, will thereafter serve as the primary point of contact for all contract related information. Please find their contact information below:

Primary POC:
Saul D. Maldonado, PE
Principal & President
200 S. 10th St., Ste 1500, McAllen, TX 78501
O: (956) 702-8880
Saul@samengineering-surveying.com

Secondary POC:
Jessica M. Maldonado, PE, PMP, CFM, SIT
Vice President of Professional Services
200 S. 10th St., Ste 1500, McAllen, TX 78501
O: (956) 702-8880
jessica@samengineering-surveying.com

SUPPLIER DIVERSITY

SAMES is a State of Texas Historically Underutilized Business (HUB) and is certified as a Disadvantaged Business Enterprise (DBE) by the Texas Department of Transportation (TxDOT) and the Texas Unified Certification Program (TUCP). The Texas Unified Certification Program certifies businesses for the Federal Disadvantaged Enterprise Program. SAMES is also Small Disadvantaged HUBZone firm certified through the U.S. Small Business Administration.

SAMES can meet 100% of the DBE goal set for ANY project. However, should any scope of the project call for a support discipline not provided by SAMES, we are committed and will fully comply with the State of Texas' DBE/HUB program.

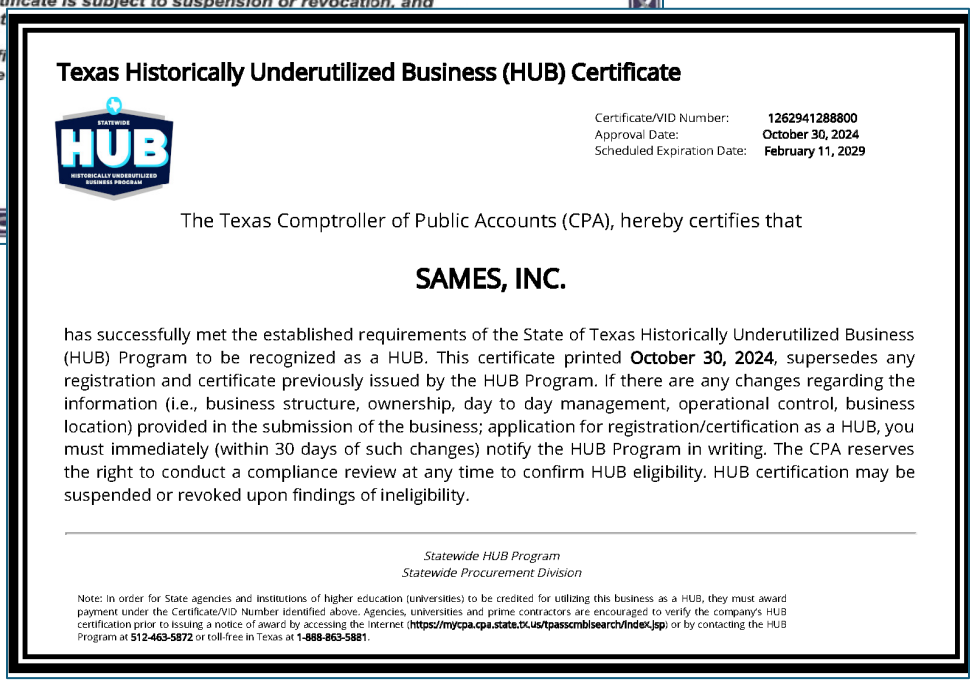
Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

SAMES, INC. (VN 23559)

This Certificate is subject to suspension or revocation, and
DBE informat

Current certifi
The TUCP Directory website



Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1262941288800**
Approval Date: **October 30, 2024**
Scheduled Expiration Date: **February 11, 2029**

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

SAMES, INC.

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

Statewide HUB Program
Statewide Procurement Division

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

COMMITMENT

SAMES is committed to providing professional services that are focused on efficiency and production, meeting its contractual obligations and commitments, quality designs, and environmental awareness that promotes public welfare. The SAMES team is led by Sam and Saul Maldonado, both of whom have earned a reputation for honesty and integrity within this industry. Through its principals' leadership, the SAMES team adheres to a strong Code of Ethics and is committed to the highest standards in protecting the public and our clients while performing project evaluations, establishing key business relationships, and assisting our clients achieve their infrastructure development goals.

COMPANY LICENSES

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

SAMES, INC.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-10602

Expiration Date
7/31/2025

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

SAMES, INC.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10141600

Expiration Date
12/31/2025

SECTION 3 – PROJECT TEAM AND RESUMES

SAMES has a total of 60 employees, which includes licensed professional staff, certified technicians and highly trained support administrative/management personnel. SAMES professional staff include:

- Six (6) State of Texas Licensed Engineers
- Two (2) State of Texas Registered Professional Land Surveyors
- One (1) Certified Project Management Professional
- One (1) Certified Floodplain Managers
- Two (2) State Registered Engineers in Training
- One (1) Certified Surveyors-in-training
- Six (6) Graduate / Field Engineers

SAMES' **staffing plan** will designate assignments according to project scope of work taking into consideration specific discipline and expertise – as each project team member brings complementary strengths to the team and has unique experience that will be called upon as projects arise and scopes are identified. Additionally, all members of our professional team have cross-discipline capabilities which will allow personnel to perform dual roles if the need arises – such as during sickness, personal leave or during periods of increased workloads.

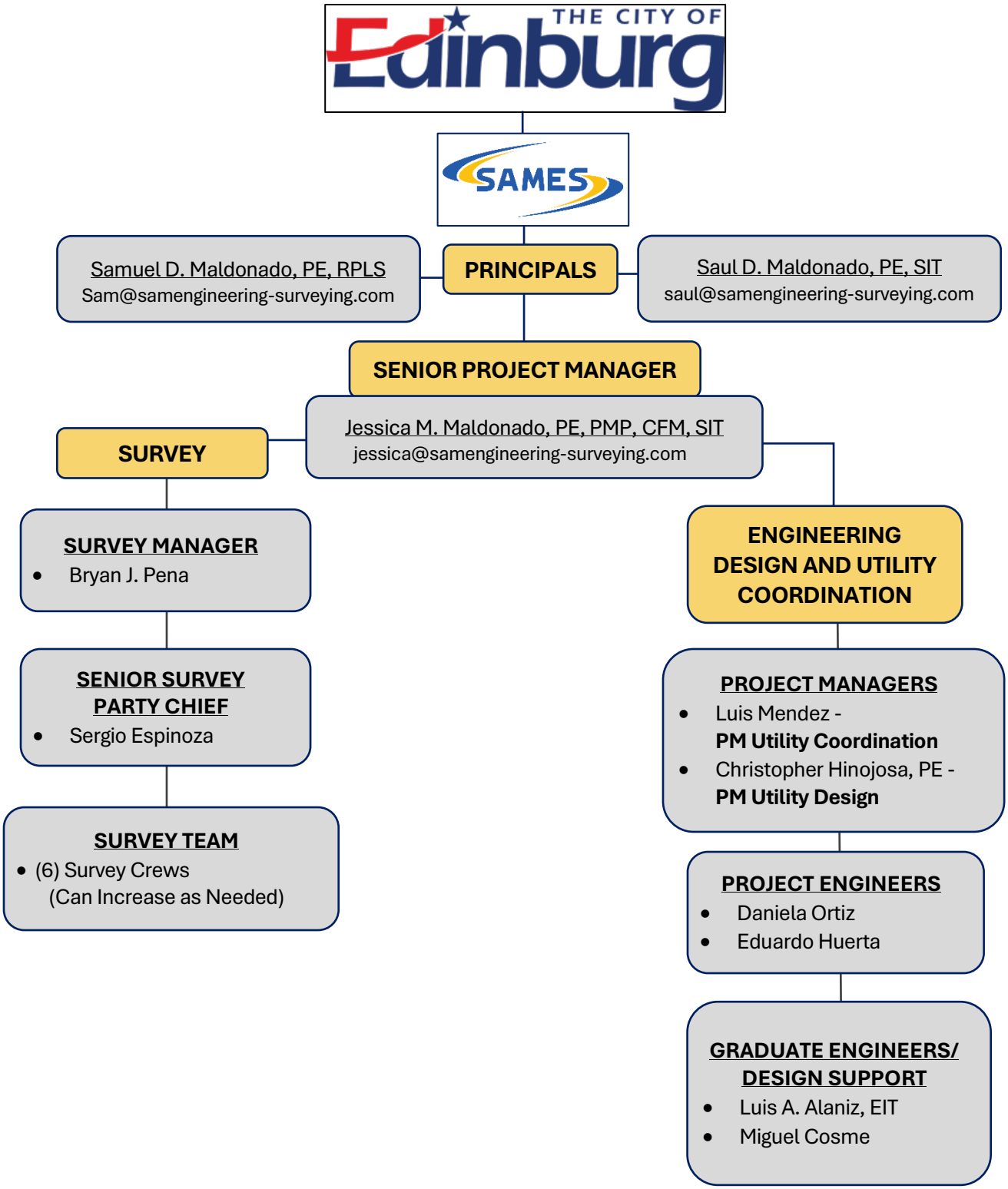
SAMES' management system will allow for adequate flexibility to compensate for unanticipated workloads within the firm - thereby providing a balanced staffing plan that will never jeopardize the responsiveness of our team. Moreover, our staffing plan will allow the firm to manage multiple concurrent projects without compromising the quality and the attention to detail that encompasses our commitment to our clients.

SAMES professionals have a "team" mentality and work together to accomplish a common goal – Excellence Thru Teamwork. City of Edinburg (City) will be facilitated by a solid team of professionals and experts in a variety of fields needed to fulfill the scope requirements for any project resulting from this requirement. The combined human and technical resources of the project team SAMES has assembled will offer the City professional engineering services that are tailored to the unique needs and conditions of each project. This team has successfully collaborated on similar past projects thus demonstrating the proven capability to work together effectively and perform seamlessly on a wide array of projects.

Below you will find a list of the proposed project team and their role followed by professional resumes that include relevant project experience. Based on the project scope of services, or if requested by the City, SAMES can exchange or add to the project team listed below.

NAME	ROLE
Samuel D. Maldonado, PE, RPLS	Principal in Charge & RPLS
Jessica Maldonado, PE, PMP, CFM, SIT	Senior Project Manager
Luis Mendez	Project Manager – Utility Coordination
Christopher Hinojosa, PE	Project Manager – Utility Design
Daniela Ortiz	Project Engineer
Eduardo Huerta	Project Engineer
Luis Alaniz, EIT	Graduate Engineer
Miguel Cosme	Graduate Engineer
Bryan Peña	Survey Manager
Sergio Espinoza	Senior Survey Party Chief

ORGANIZATIONAL CHART



All Team members listed work from our main location located at:
200 S. 10th St, Ste 1500, McAllen Tx 78501

RESUMES

SAMUEL D. MALDONADO, PE, RPLS
Principal
Sam@Samengineering-surveying.com

Education:

- M.B.A., University of Texas – Rio Grande Valley (2017)
- B.S., Civil Engineering, Texas A&M University - Kingsville (1997)

Registrations/Certifications:

- Professional Engineer, Texas No. 91889
- Registered Professional Land Surveyor, Texas No. 6027
- Professional Engineer, Arizona No. 71257
- Professional Engineer, Arizona No. 30412

TxDOT Pre-certifications:

- 3.2.1 Route Studies & Schematic Design
- 4.2.1 Roadway Design
- 8.1.1 Signing, Pavement Marking, and Channelization
- 10.1.1 Hydrologic Studies
- 10.2.1 Roadway Hydraulic Design
- 11.1.1 Roadway Construction Management and Inspection
- 15.1.1 Right of Way Surveys
- 15.2.1 Design Survey
- 15.2.2 Construction Survey
- 15.3.5 Horizontal and Vertical Control
- 15.3.6 Airborne LiDAR
- 17.5.1 Civil Engineering
- 18.2.1 Subsurface Utility Engineering (Utility Engineering Investigation)

SAMUEL D. MALDONADO is a Licensed Professional Engineer and Registered Professional Land Surveyor with over 25 years of experience in Civil Engineering and Construction Management, and over 16 years of experience in Land Surveying. His career began with the design and management of Heavy Civil Construction, Bulk Materials Logistics, and Conveyor Engineering at the Corpus Christi Ship Channel. He has managed teams conducting both design and construction of Municipal Sanitary Sewer Collection Systems, Water Distribution Systems, Road Improvements, Drainage Systems and has provided Construction Management for both vertical and horizontal construction projects in both the public and private sectors. His management experience includes leading both professional and technical engineering staff, as well as Program Management for Capital Improvement Projects.

Project Experience:

VETERANS ROAD UTILITY RELOCATION PROJECT, HIDALGO COUNTY, TX

- Led coordination and delivery of utility relocation design for municipal water and sewer systems impacted by TxDOT's roadway expansion between Mile 3 and Mile 5.
- Managed multi-agency coordination involving TxDOT, municipal utility providers, and private utility companies (electric, telecom, gas, and irrigation).
- Oversaw the development and submittal of the Standard Utility Agreement (SUA) and special specifications required for joint-bid inclusion in TxDOT's roadway contract.

WARE ROAD UTILITY RELOCATION PROJECT – MCALLEN, TEXAS

- Provided subsurface utility exploration services, topographical surveying, aerial surveying, right-of-way mapping and engineering design services for the expansion of appx. 2 miles of road.
- Surveyed all-natural ground, existing utilities, existing infrastructure, manholes, roadway, curbs, storm sewer system, property corners/boundaries, monuments and benchmarks.
- Coordinated with existing utility owners and utilized SUE data and survey maps for the relocation design of existing utilities that needed to be moved due to the widening of the road.

LIBERTY BOULEVARD (US 83 TO MILE 3 ROAD) ROADWAY IMPROVEMENTS – PEÑITAS, TX

- Oversaw all CEI operations for the reconstruction of a 2.4-mile urban roadway including pavement, drainage, bridge structures, and utility coordination.
- Led coordination between Hidalgo County, TxDOT, contractors, and utility entities to ensure alignment with funding, design, and construction milestones.
- Provided executive oversight for compliance with TxDOT/FHWA regulations, including DBE tracking, certified payroll, FHWA-1273, and Davis-Bacon wage interviews.
- Chaired monthly progress meetings with project stakeholders and ensured consistent reporting of schedule, budget, and construction progress.
- Supervised overall documentation integrity and ensured adherence to 2 CFR 200 and audit-readiness standards.

2018 BOND PROJECT SCHUNIOR REGIONAL DETENTION POND – EDINBURG, TEXAS

- Provided design oversight and project management services for the design of a new lateral detention system (appx. 900 acres).
- Oversaw the preparation of a detailed study and utilized hydrologic and hydraulic calculations to finalize the engineering design of the new storm drain system, including modeling of system utilities which included conveyance design of 10 and 25-year options while detention volumes included 25 and 50-year options.

HIDALGO COUNTY PCT. 3 EXTENSION OF SHARY ROAD 2 MILES NORTH OF SH 107 PH. I - MISSION, TX

- Oversaw Phase I project delivery for the expansion of Shary Road from a two-lane to a five-lane urban arterial, ensuring compliance with TxDOT, FHWA, and Hidalgo County standards.
- Managed schematic design development, environmental clearance, ROW acquisition, and funding coordination across multiple agencies.
- Led topographic surveying, ROW parcel plat preparation, and traffic control assessments, including line-of-sight analysis for off-system intersections.
- Coordinated public involvement, stakeholder meetings, and development of the Advance Funding Agreement (AFA) to support project funding.
- Ensured all submittals met federal and state requirements, enabling progression to PS&E development and construction readiness.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SURVEYING SERVICES – HIDALGO COUNTY, TEXAS

- Provided boundary surveying services for multiple parcel plats located throughout the County, including abstracting and plotting, setting of control monuments and establishment of benchmarks, prepared parcel plats with metes and bounds description.

JESSICA M. MALDONADO, PE, PMP, CFM, SIT
Senior Project Manager
Jessica@samengineering-surveying.com

Education:

- M.B.A., University of Texas at Rio Grande Valley (2018)
- B.S., Civil Engineering, Texas A&M University – College Station (2005)

Registrations/Certifications:

- Professional Engineer, Texas No. 111579
- Project Management Professional, Texas No. 2077158
- Certified Floodplain Manager, ASFPM No. 3995-21N
- Surveyor in Training, Texas No. 110912

TxDOT Pre-certifications:

- 2.4.1 Nationwide Permit
- 4.2.1 Roadway Design
- 8.1.1 Signing, Pavement Marking, and Channelization
- 17.5.1 Civil Engineering
- 18.2.1 Subsurface Utility Engineering (Utility Engineering Investigation)
- 18.3.1 Utility Adjustment Coordination
- 18.4.1 Utility Engineering
- 18.7.1 Utility Relocation Design

JESSICA M. MALDONADO is a Licensed Professional Engineer, Certified Project Management Professional, Certified Floodplain Manager and Surveyor-in-Training with over 18 years of experience in municipal civil engineering, public works construction and project management of multi-disciplined projects. She provides engineering design and management throughout project phases and has successfully led engineering projects encompassing site civil design, land surveying, and construction phase improvements to various projects in Hidalgo County. Mrs. Maldonado is proficient in the preparation of documents required for government funded projects and has ensured funding and regulatory compliance for over 16 GLO funded projects across South Texas. She prepared and/or oversaw the completion and submission of all required submittals and progress reports to the Texas General Land Office (GLO) and ensured compliance with the GLO's standards and requirements. Mrs. Maldonado has also provided project management and contract administration services for FEMA funded roadway improvements and housing inspections required by FEMA in the wake of Hurricane Harvey. She serves as Vice President for the Department of Professional Services and manages a staff of approximately 50 professionals, technicians, and administrative support staff.

Project Experience:

WARE ROAD UTILITY RELOCATION PROJECT, TXDOT ROADWAY EXPANSION – MCALLEN, TEXAS

- Provided design oversight and project management services for the PS&E utility relocation project which included funding compliance, utility coordination, utility adjustment design.
- Assisted McAllen Public Utility (MPU) with compensable utility support documentation required for the Advance Funding Agreement and Standard Utility Agreement.
- Provided project estimates and review submittals for TxDOT and MPU to review and approve.

- Oversaw the preparation of construction approved plans and specifications in accordance with TxDOT standards and MPU requirements.
- Performed TxDOT utility coordination to avoid conflicts during construction and provided responses to all contractor requests for information.
- Prepared final as-built drawings and submitted them to MPU and TxDOT.

VETERANS ROAD UTILITY RELOCATION PROJECT, HIDALGO COUNTY, TX

- Designed relocation plans for municipal water and sewer infrastructure in conflict with TxDOT's proposed four-lane roadway and storm sewer upgrades.
- Developed utility plans in compliance with TxDOT standards and contributed to joint-bid package preparation, including special specifications and utility agreement documentation.
- Modified the alignment and depth of a 12-inch waterline to accommodate the addition of TxDOT noise wall footings, maintaining service integrity within tight right-of-way constraints.
- Coordinated technical input across multiple utilities (telecom, gas, irrigation, and electric) to resolve conflicts and ensure constructability.

2018 BOND REFERENDUM PROJECT NO. 12 - FM 493 & COUNTRY ROAD – DONNA, TEXAS

- Provided project management services for the preparation of a detailed study to design a new storm drain system to alleviate flooding in the colonias between South River Road and the surrounding Chapparal Drain in Donna, Texas.
- Oversaw the planning, development, geotechnical services, hydraulics and hydrology design, and the preparation of plans and cost estimates required for construction.

LIBERTY BOULEVARD (US 83 TO MILE 3 ROAD) ROADWAY IMPROVEMENTS – PEÑITAS, TX

- Managed day-to-day field activities, including scheduling of inspections, coordination with testing personnel, and review of contractor submittals and RFIs.
- Verified and approved daily work reports (1257 forms), material submittals, and contractor payment applications against field quantities and progress.
- Maintained close communication with the Responsible Person In Charge (RPIC) to support state-side reporting, project tracking, and TxDOT compliance.
- Addressed construction issues proactively through coordination with contractors and utility providers to mitigate delays.
- Assisted in the preparation of monthly reports and progress presentations for County and TxDOT review.

KLEBERG COUNTY CDBG WATER AND SEWER IMPROVEMENTS – KLEBERG COUNTY, TEXAS

- Provided design and construction management for the installation of 9,400 LF of waterline, water services, fire hydrants and gravity sewer collection system.
- Coordinated with TxCDBG and TxDOT to ensure compliance w/ funding & permitting regulations.
- Prepared a financial/budget analysis of the project for Kleberg County authorities.

DUVAL COUNTY CDBG WATER AND SEWER IMPROVEMENTS – DUVAL COUNTY, TEXAS

- Provided design and construction management for the installation of 14,000 LF of waterline and 1,800 LF of sanitary sewer line, which included services, fire hydrants, and yard service lines.
- Coordinated with Texas CDBG and TxDOT to ensure compliance with their funding and permitting regulations.

LUIS A. MENDEZ
Project Manager – Utility Coordination
luis@samengineering-surveying.com

Education:

- B.S., Civil Engineering (2023)
- A.A.S. Engineering & Technology (2018)
- Certificate of Applied Science, Architectural and Civil Engineering Technology, South Texas College (2017)

Registrations / Certifications:

- TSPS ALTA/ NSPS Land Title Surveys (2021)
- TSPS TBPELS Rules & Surveying Act (2021)
- TSPS State Plane Coordinate System (2021)
- TSPS Survey Math 301 (2020)
- TSPS Survey Math 401 (2020)
- TSPS Survey Procedure for Construction Layout (2020)
- TSPS Subdivision Plats: Requirements, Best Practices & Exemptions (2020)

LUIS A. MENDEZ is a Graduate Engineer with over 5 years of experience in Computer Aided Drafting Design and Civil Engineering. Mr. Mendez provides design and construction administration services for a wide range of civil engineering projects including land development, site-civil design, storm water collection systems, water distribution systems, sanitary sewer collection systems and roadway/parking lot design. Mr. Mendez coordinates with project team members, project owners, City and County departments, public and private utility owners, and state regulatory agencies to ensure all parties are informed regarding the logistics of a project. He provides leadership and direction to ensure projects are completed in a timely and cost-effective manner while complying with applicable engineering standards and city or state specifications.

Project Experience:

LAS AMERICAS ROMA LOGISTICS AND INDUSTRIAL PARK PHASE I – ROMA, TEXAS

- Provided design of all public utilities (water & sewer), storm sewer improvements, and roadway improvements for a new industrial park located on a 297-acre tract development.
- Coordinated the process of construction plan development, ensuring the design complied with the latest design standards and met all applicable rules and regulations.
- Prepared “approved for construction” plans and assisted the Project Manager with planning and management of the procurement process.

HCDD NO. 1 MISSION MCALLEN DRAIN PHASE III – MISSION/MCALLEN, TEXAS

- Provided design management for the project which consisted of the expansion of an existing ditch located north of the McAllen and Mission areas.
- Provided design for the ditch expansion, drainage catch basin, and drainage trunklines.
- Coordinated the process of construction plan development and ensured the design complied with the latest design standards and met all applicable rules and regulations.

- Assisted the Project Manager with planning and management of the procurement process and all construction related activities.

U.S. CUSTOMS AND BORDER PROTECTION SECOND INSPECTION STATION – ROMA, TEXAS

- Provided design management for the project which involved site civil design for drainage and grading improvements, public utilities, roadway and parking area improvements for a Second Inspection Station located in Roma, Texas and belonging to the U.S. Customs and Border Protection agency.
- Coordinated the process of construction plan development, ensuring the design complied with the latest design standards and met all applicable rules and regulations.

SPACE X SH CHAMBER ADJUSTMENT DESIGN, CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS

- Provided redesign for the adjustment of a roadway with superelevation curves including redesign of the subgrade base and pavement thickness to withstand heavy traffic flows.

2018 BOND REFERENDUM PROJECT NO. 13, HIDALGO DRAIN - HIDALGO COUNTY, TEXAS

- Provided drafting engineering design of a drainage canal expansion consisting of a 6,000 LF x 260 LF ditch.
- Produced the construction plan sheet set as per the required drainage volume provided, designing from modeling the canal's existing volume vs. the total volume expansion plan and profiles along with the proposed surface.
- Created a flood map for the future developed area.

SUNSET BREEZE AT LAGUNA VISTA SUBDIVISION, LAGUNA VISTA, CAMERON COUNTY, TEXAS

- Coordinated the process of the plan development for a new 56-acre tract commercial development.
- Managed the design of all utilities (water, sanitary sewer), storm sewer improvements, and roadway improvements.

GLAZERS BEER AND BEVERAGE SITE CIVIL – WESLACO, HIDALGO COUNTY, TEXAS

- Provided drafting design and production of engineering construction plans sheet set as per the Architectural plans provided from the client for a 20-acre tract of land to be used for a new warehouse distribution area.
- Provided design and modeling of the grading plan for the parking lot to design the utilities layout plan and profiles along with the proposed surface.

NORTHWEST BLUELINE HIBISCUS DRAINAGE IMPROVEMENTS (DRAINAGE UTILITY FEE PROJECT) – MCALLEN, TEXAS

- Coordinated necessary surveys of existing right-of-way, topography, utilities, and other field data required for design.
- Provided design of drainage improvements including hydraulic calculations to ensure the accuracy of the design.
- Provided Design Plans, Specifications and Estimate in accordance with City of McAllen Standards and provided As-built record drawings.

CHRISTOPHER HINOJOSA, PE
Project Manager – Utility Design
chinojosa@samengineering-surveying.com

Education:

- B.S., Civil Engineering, University of Texas – Rio Grande Valley (2019)
- A.S., Mathematics, South Texas College (2016)

Registrations/Certifications:

- Professional Engineer, Texas: No. 152426

CHRISTOPHER HINOJOSA is a licensed Professional Engineer with experience in civil engineering design, construction inspections and construction management. As a project engineer, Mr. Hinojosa has taken the lead in the advancement of various street improvement projects funded through CDBG funding. Additionally, Mr. Hinojosa has designed, reviewed, and managed land development projects including platting, construction plans, and permits for single family, multifamily, and commercial developments. His most recent experience includes drainage improvement projects funded through GLO and CDBG. This mix of experience has allowed Mr. Hinojosa to become well versed in design standards, regulations, and procedures at the city, county, and state level for both public and private work.

Project Experience:

GLAZERS BEER & BEVERAGE WAREHOUSE – WESLACO, TEXAS

- Prepared project plans in Civil 3D for construction set.
- Provided design of drainage, grading, water, sanitary sewer, pavement, striping, traffic signs, stormwater pollution prevention plan, street lighting, and parking design items needed for a 225,000 SF warehouse on a 25-acre lot.
- Performed various drainage analysis of on-site drainage using Storm and Sanitary Analysis (SSA) and various calculations including Drainage Detention Analysis, Drainage Choke Analysis, and Drainage Conveyance Analysis.
- Coordinated with owner, city, county, and utility providing entities for approval of design and construction matters such as material submittals.
- Coordinated with landscape and irrigation engineer subconsultants for design and deliverable items to assure all client requirements were met on time.
- Completed review and responses for various contractor submittals, RFIs, and plan set revisions.

MINNESOTA OAKS SUBDIVISION – PHARR, TEXAS

- Managed design and review of drainage, grading, water, sanitary sewer (onsite and offsite), pavement, striping, traffic signs, stormwater pollution prevention plan, and street lighting design items needed for the development of the 97-lot single family subdivision.
- Provided drainage report analysis of subdivision to Drainage District and city.
- Prepared and shared engineer's construction cost estimate for development of the subdivision.
- Coordinated with owner, city, county, and utility providing entities for approval of design and subdivision requirements.
- Coordinated with MVEC for power pole relocation work orders needed as a result of proposed street widening.

SULLIVAN CITY STREET IMPROVEMENTS PROJECT (CDBG) – SULLIVAN CITY, TEXAS

- Managed design, review, and scheduling of deliverables of construction plans, engineer's estimate, and specifications needed by Hidalgo County Urban County for approximately 1,800 LF of asphalt overlay including milling, concrete aprons, and pothole base repairs.
- Coordinated public bidding matters including the pre-bid meeting, bid opening, pre-construction meeting, and addendums.
- Reviewed and assessed contractor bids to ensure construction plans and specifications were followed and priced accurately for submitted bids.
- Performed final walkthrough of substantial completion and reviewed final punch list.

SAN JUAN STREET IMPROVEMENTS PROJECT (CDBG) – SAN JUAN, TEXAS

- Managed design, review, and scheduling of deliverables of construction plans, engineer's estimate, and specifications needed by Hidalgo County Urban County for three streets totaling in approximately 1,700 LF of asphalt mil and overlay including concrete aprons, pothole base repairs, and level ups.
- Developed schedule for project team to meet required deliverable deadlines from Hidalgo County Urban County and City of San Juan.
- Performed site visits of project area and coordinated with survey team to assure all necessary survey information is being shown accurately and as needed.
- Coordinated public bidding matters including pre-bid meeting, contractor deliverables of plans and specifications, and bid opening.

LAS AMERICAS ROMA LOGISTICS AND INDUSTRIAL PARK – ROMA, TEXAS

- Prepared design of drainage for an approximate 324-acre industrial park including one detention pond, two detention/retention ponds, roadside ditches, choked pipes and boxes, and crossing culverts.
- Provided drainage report analysis of subdivision to city and TxDOT.
- Reviewed drainage plans, HEC-RAS/HEC-HMS model results, drainage report, and drainage quantities.
- Completed review and responses for drainage contractor submittals, RFIs, change orders, and plan set revisions.
- Assisted with completion of plan development and construction matters for water, sanitary sewer, street, and stormwater pollution prevention plan items.

LOS RIOS SUBDIVISION – ALTON, TEXAS

- Managed design and review of drainage, grading, water, sanitary sewer, pavement, striping, traffic signs, stormwater pollution prevention plan, and street lighting design items needed for the development of the 23-lot single family subdivision.
- Provided drainage report analysis of subdivision to Drainage District and city.
- Prepared and shared engineer's construction cost estimate for development of the subdivision.
- Coordinated with owner, city, county, and utility providing entities for approval of design and subdivision requirements.
- Coordinated with AEP for power pole relocation work orders needed as a result of proposed street widening.
- Assisted owner with preparation of bid tabs to acquire various contractor bids.
- Completed review and responses for RFIs, change orders, and plan set revisions.

DANIELA ORTIZ
Project Engineer
dortiz@samengineering-surveying.com

Education:

- B.S., Civil Engineering, University of Texas at Rio Grande Valley (2021)

DANIELA ORTIZ is a Civil Engineer with 2 years of experience in the field of Civil Engineering, gaining extensive experience in civil engineering design, land development and project coordination. She also has experience in surveying by working in the field inspecting construction staking and collecting topographic information. As a project engineer, Ms. Ortiz has taken the opportunity to work closely with project engineers when it comes to research, design, developing proposals, and coordination for any new projects. Most of her projects consist of dealing with bid documents, storm drainage design, water and sanitary sewer lines, roadway design, drainage reports and developing subdivision plats, drainage layouts and utilities layouts. Through this mix of experience and guidance, Ms. Ortiz is able to acquire and develop a diverse understanding of what is needed for any public or private project according to the standards/regulations and procedures of the city and county.

Project Experience:

CITY OF PALMVIEW, RAMIREZ DRAINAGE IMPROVEMENTS CDBG – PALMVIEW, TX

- Imported and deciphered topographic raw data for the project.
- Assisted on property research of the project and coordinating with the survey team.

LA VILLA FLOOD DRAINAGE IMPROVEMENTS CDBG – LA VILLA, TX

- Imported and deciphered topographic raw data and created the surface for the project.
- Assisted on property research of the project and coordinating with the survey team.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Assisted with the design of two (2) streets with an approximate total of 2,000 linear feet requiring street reconstruction of asphalt mill & overlay including base repairs, addition of valley gutter and back of curb.
- Assisted with the design of the storm drainage line and grate inlets.
- Produced the construction plan set for this project of public improvements which were prepared and submitted at 30% and 60% construction design.

SAN JUAN STREET IMPROVEMENTS CDBG – SAN JUAN, TX

- Imported and deciphered topographic raw data and created the surface for the project.
- Assisted on property research of the project for the basemap and coordinating with the survey team.
- Assisted with the design of two (3) streets with a total of 1,700 linear feet requiring street reconstruction of asphalt mill & overlay including base repairs, level-ups and concrete aprons.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Produced the construction plan set for this project of public improvements which were prepared and submitted at 30%, 60% and 100% construction design.

- Assisted with site visits of project area and coordinated with survey team crew to verify that all necessary survey information is being provided accurately and as needed.
- Assisted with public bidding matters including pre-bid meeting, bid opening and contractor deliverables of plans and specifications.

SULLIVAN CITY STREET IMPROVEMENTS CDBG – SULLIVAN CITY, TX

- Imported and deciphered topographic raw data and created the surface for the project.
- Assisted on property research of the project for the basemap and coordinating with the survey team.
- Managed the design of one street with a total of 1,800 linear feet requiring street reconstruction of asphalt mill & overlay including base repairs, level-ups and concrete aprons.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Produced the construction plan set for this project of public improvements which were prepared and submitted at 30%, 60% and 100% construction design.
- Assisted with site visits of project area and coordinated with survey team crew to verify that all necessary survey information is being provided accurately and as needed.
- Assisted with public bidding matters including pre-bid meeting, bid opening and contractor deliverables of plans and specifications.
- Provided a full set of AS-BUILTS Construction Plans with all proposed improvements.
- Performed final walkthrough of substantial completion and final punch list for the contractor.

MINNESOTA OAKS SUBDIVISION – PHARR, TX

- Assisted on property research of the project and coordinating with the survey team.
- Imported and deciphered topographic raw data for the project.
- Assisted with the process of plan development of subdivision plat, drainage layout and utilities layout.
- Assisted with the storm drainage design analysis by using the SSA Model.
- Produced Drainage Report of the subdivision for submission to the city and Drainage District.
- Produced the construction plan set for this project of public improvements which were prepared and submitted at 30%, 60% and 100% construction design.
- Assisted with the Cost Analysis of the subdivision project.

LOS RIOS – ALTON, TX

- Assisted on property research of the project and coordinating with the survey team.
- Imported and deciphered topographic raw data for the project.
- Assisted with the process of plan development of subdivision plat, drainage layout and utilities layout.
- Assisted with the storm drainage design analysis by using the SSA Model.
- Assisted with the design of water and sanitary sewer lines.
- Produced Drainage Report of the subdivision for submission to the city and Drainage District.
- Produced the construction plan set for this project of public improvements which were prepared and submitted at 30%, 60% and 100% construction design.
- Assisted with the Cost Analysis of the subdivision project.

EDUARDO HUERTA
Project Engineer
ehuerta@samengineering-surveying.com

Education:

- B.S., Civil Engineering, University of Texas - Rio Grande Valley (2018)
- A.A.S., Math and Science, South Texas College (2015)

Registrations / Certifications:

- Remote Pilot Small Unmanned Aircraft System #4539307
- FAA Safety Team Aviation Leering Course Part 107 Small UAS Recurrent # ALC-677 completed on May 24, 2023.

EDUARDO HUERTA is a project engineer with five (5) years of experience in planning development, site civil, surveying and drafting of civil improvement projects. The largest project he was recently involved in was the RGV Border Wall in Hidalgo County. Mr. Huerta managed the project, coordinated the office and field survey work, and performed some of the field surveying required. Another large project Mr. Huerta was involved in coordination and design was the new City Hall for the City of San Juan. Mr. Huerta has also performed traffic control plans, gas lines relocations including bore relocations and completed various types of designs required by Texas Gas Service. Mr. Huerta has managed design and construction for land development and site civil projects specifically focusing on platting process, road design, drainage, water and sanitary improvements including sanitary lift station design.

Project Experience:

WEST MAIN DRAIN III EXTENSION PHASE II – MISSION, TX

- Construction Plans production for an approximately ¼ of a mile of open canal design, and 2 miles of underground storm pipe system design.
- Prepared parcels plats with metes and bounds description of the parcels.
- Pre- development meetings with different entities for coordination.
- Prepared Bid documents, attend preconstruction meeting to award constructor company.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Performance of weekly site visits to observe and inspect construction activities.

VERSAILLES ESTATES SUBDIVISION – MCALLEN, TX

- Oversaw development of a 7.02-acre gross property platted into 36 single family residential lots.
- Construction Design Plans for public improvements which consisted over of 1,000 linear feet of 8” sewer line and over 1,000 linear feet of 12” waterline.

LOS RIOS SUBDIVISION – ALTON, TX

- Construction Plans production for a development of a 5.0-acre gross property platted into 23 single family residential lots.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Performance of weekly site visits to observe and inspect construction activities
- Provide monthly progression reports to clients.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 – PARCEL ACQUISITION – HIDALGO, TEXAS

- Prepared a boundary design drawing of the existing properties.

- Prepared parcels plats with metes and bounds description of the parcels.
- Point of contact for all utilities relocations.
- Prepared Bid documents, attend preconstruction meeting to award constructor company.
- Attend weekly meetings with Contractor and Architect to move forward with the project safety according to time schedule.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Performance of weekly site visits to observe and inspect construction activities.

KIEWIT DBA SOUTHWEST VALLEY CONSTRUCTORS RGV BORDER WALL CONSTRUCTION – HIDALGO COUNTY, TEXAS

- Provided project management and weekly reports in accordance with contract requirements.
- Underwent specialized training required by Kiewit to perform surveying on federal contracts.
- Coordinated weekly safety trainings and meetings.
- Prepared and submitted detailed invoices of work performed.

E.C.I.S.D. NORMA LINDA TREVINO ELEMENTARY SCHOOL- EDINBURG, TEXAS

- Prepared a boundary drawing with existing ad joiners, easements, and right of way.
- Prepared a topographic drawing of all existing conditions in the subject area.
- Served as Project Lead in the field and primary point of contact for coordination of all utilities.

TEXAS GAS SERVICES – TRAFFIC CONTROL PLANS.

- Preparation of traffic analysis.
- Provide Traffic Control Plans.
- Coordination with City or/and TxDot for approval of Traffic Control Plan.

LOS FRESNOS OAKS – CITY OF LOS FRESNOS, TX

- Construction Plans for a development of a 95.0-acre gross property platted into 132 single family residential lots and 2 commercial lots.
- Performance of pre-development meeting with city and other entities for construction.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Performance of weekly site visits to observe and inspect construction activities
- Provide monthly progression reports to client.

SAN JUAN NEW CITY HALL – SAN JUAN, TX

- Prepared Bid documents, attend preconstruction meeting to award constructor company.
- Attend weekly meetings with Contractor and Architect to move forward with the project safety according with time schedule.
- Construction Plans production for a development of a 1-acre gross property platted into 1 commercial lot.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Performance of weekly site visits to observe and inspect construction activities.
- Preparation of closure documents and as-builts drawings submittal for completion to the City of San Juan.
- Coordination of final walkthrough of the project and preparation of final punch list and final closure documents.

LUIS A. ALANIZ, EIT
Graduate Engineer
lalaniz@samengineering-surveying.com

Education:

- B.S., Civil Engineering, University of Texas Rio Grande Valley (2021)
- A.A.S., Mathematics, South Texas College (2018)

Registrations / Certifications:

- Certified Engineer-in-Training, Texas: No. 75359

LUIS A. ALANIZ is Licensed Engineer in Training with experience in Surveying and Civil Engineering Design. He has extensive experience producing construction plans, designing sanitary sewer, storm water, detention ponds and potable water utilities, conducting construction site reports and visits. Luis is an effective communicator coordinating with fellow team members, project owners, project stakeholders and utility providers to ensure effective and consistent project development. He assists in project planning and relies on strict project schedule adherence to achieve anticipated milestones and goals.

Project Experience:

MID VALLEY INTERNATIONAL INDUSTRIAL PARK – WESLACO, TX

- Produced Force Main Construction Plans using AutoCAD Civil 3D.
- Coordinated with entities for submittal packages and requirements needed for approval.
- Produced Construction Cost Estimates.
- Coordinated with SAMES Surveying department, on surveying and field work needed for this project and processed the raw data received.

CONWAY CROSSING NO. III SUBDIVISION – MISSION, TX

- Produced Construction Plans using AutoCAD Civil 3D.
- Produced a Drainage Report using the Rational Method.
- Coordinated with SAMES Surveying department, on surveying and field work needed for this project and processed the raw data received.
- Coordinated with entities for submittal packages and requirements needed for approval.
- Produced Construction Cost Estimates.

HARLINGEN TERRACE – HARLINGEN, TX

- Produced Construction Plans and using AutoCAD Civil 3D.
- Coordinated with SAMES Surveying department, on surveying and field work needed for this project and processed the raw data received.
- Coordinated with entities for submittal packages and requirements needed for approval.
- Produced Construction Cost Estimates.

ICE HOUSE SUBDIVISION – EDINBURG, TX

- Produced Construction Plans using AutoCAD Civil 3D.
- Participated in the grading and storm water design for this development.
- Produced a Drainage Report using the Rational Method.
- Coordinated with entities for submittal packages and requirements needed for approval.
- Produced Construction Cost Estimates.

MIGUEL A. COSME
Graduate Engineer
mcosme@samengineering-surveying.com

Education:

- B.S., Civil Engineering, Texas A&M University-Kingsville (2022)

MIGUEL A. COSME is a Graduate Engineer with 1.5 year of experience in the field. He has gained experience in using engineering software like Civil 3D and SSA. He has assisted in feasibility studies, plan development, plat production, site visits, drainage reports, and coordinating with entities. Mr. Cosme has also assisted in the final recording process for a subdivision. Taking in charge of coordinating with entities, addressing comments, and submitting for signatures.

Project Experience:

SPACE X THE THREE BODY SUBDIVISION- BOCA CHICA, TX

- Assisted with the design of the parcels for the subdivision
- Created subdivision plat

AGUA SUD VETERANS – EDINBURG, TX

- Assisted the alignment of the water line relocation
- Created plan and profiles to show the water line and its crossings
- Assisted with construction documents.

SPACE X POOL HOUSE GRADING – BOCA CHICA, TX

- Assisted with grading for the pool house
- Assisted with the drainage design of the pool house.

BH-P REPLAT SUBDIVISION – HARLINGEN, TX

- Completed Drainage report and submitted to county
- Prepared plat, utility, and drainage layout.
- Point of contact with the owner and corresponding entities.
- Gathered and coordinated with entities for signatures for final recording

DRYING BEDS REHAB – LA VILLA, TX

- Assisted with constructed documents
- Assisted with gathering information and requirements from TCEQ

IKE HOUSTON – HOUSTON, TX

- Assisted with conducting due diligence for 24 kiosk sites to be located around the city of Houston.
- Request As-Builts from the city.
- Drafted 24 exhibits for each kiosk showing possible power sources and clearance for kiosk location in Right of way.

LOS FRESNOS'S OAK SUBDIVISION– LOS FRESNOS, TX

- Worked on the drainage report for the drainage district submittal.
- Worked on construction documents for city submittal
- Worked on plat, utility, and drainage layout for city and county submittal.

LAURELES SUBDIVISION – LOS FRESNOS, TX

- Assisted in plan production, also preliminary plat submittal to the city and county.

BRYAN PEÑA
Survey Project Manager / Assistant Director of Geospatial Services
bpena@samengineering-surveying.com

Education:

- B.A., History, University of Texas at Rio Grande Valley (2021)

BRYAN PEÑA has over 8 years of experience in survey fieldwork and project management. He brings hands-on knowledge of data collection, boundary analysis, and legal document interpretation. As Assistant Director of Geospatial Services, Mr. Peña oversees project planning and coordination between field and office teams, ensuring that survey data is accurate, complete, and delivered in accordance with contract requirements.

His dual experience as a Survey Party Chief and Project Manager allows him to effectively manage both technical execution and administrative oversight, including quality control, base access planning, and communication with public-sector clients.

Project Experience:

WARE ROAD (FM 2220) UTILITY RELOCATION PROJECT (CSJ 2094-01-038) – MCALLEN, TEXAS

- Directed all surveying, SUE, and right-of-way mapping efforts to support the utility relocation design and coordination.
- Managed stakeholder coordination between McAllen Public Utility (MPU), TxDOT, and utility providers to streamline relocation efforts.
- Provided leadership in securing compensable utility research and preparing Advance Funding Agreement (AFA) and Standard Utility Agreement (SUA) documentation.
- Ensured compliance with TxDOT's utility relocation policies, overseeing cost estimates, reimbursement eligibility, and funding processes.
- Supervised data integration across survey, engineering, and utility teams to facilitate smooth project execution.

SAM HOUSTON BLVD WIDENING (CSJ: 0921-02-256) – PHARR, TEXAS

- Directed the surveying, utility coordination, and ROW mapping efforts to ensure seamless integration with roadway design.
- Managed stakeholder coordination with TxDOT, local agencies, and utility providers to minimize disruptions and maintain project timelines.
- Provided leadership in project planning, scheduling, and compliance with NEPA environmental documentation requirements.
- Oversaw data integration across survey, engineering, and traffic control teams to optimize roadway improvements and safety measures.

LA HOMA ROAD REALIGNMENT AND BRIDGE PROJECT – PALMVIEW, TEXAS

- Oversaw all geospatial and surveying services, ensuring seamless integration of data into the roadway realignment and bridge design.
- Managed stakeholder coordination, including Hidalgo County Irrigation District #1, TxDOT-Pharr District, and local utility providers, to align project goals and mitigate conflicts.
- Provided leadership in public engagement efforts, ensuring that local stakeholders and residents were informed of project scope and impacts.
- Supervised environmental assessments, including NEPA documentation, to ensure compliance with TxDOT environmental review processes.

- Led the hydrology and hydraulics (H&H) analysis, assessing drainage infrastructure impacts and ensuring proper stormwater management.
- Oversaw the preparation of construction estimates, schematic design alternatives, and funding documentation, ensuring adherence to project budgets and TxDOT requirements.
- Managed the integration of surveying, engineering, and environmental findings to develop a comprehensive and compliant project plan.

EXTENSION OF SHARY ROAD 2 MILES NORTH OF SH 107 – MCALLEN, TEXAS

- Provided leadership in overseeing all surveying, schematic design, utility coordination, and ROW acquisition efforts.
- Directed stakeholder coordination between local entities, TxDOT, and the public to facilitate compliance with the Public Involvement Plan (PIP).
- Managed environmental documentation and NEPA assessments to secure necessary approvals for the project.
- Supervised hydrologic modeling and floodplain management efforts to ensure proper drainage design and compliance with TxDOT guidelines.
- Led the development of the Advance Funding Agreement (AFA) to align project funding with local and state requirements.
- Oversaw utility coordination to minimize conflicts and ensure compliance with TxDOT's utility accommodation policies.
- Ensured seamless integration of surveying, engineering, and public involvement efforts to achieve project objectives.

RIGHT-OF-WAY AND TOPOGRAPHIC MAP HWY 48 WATERLINE EXTENSION – BOCA CHICA, TX

- Prepared Survey Control Plan to establish and maintain horizontal and vertical control.
- Coordinated with client and field crews to develop a Topographic Map for design and ROW delineation.
- Coordinated the collection of all Existing Utilities within right of way and proposed limits of construction.
- Utility layouts were established using data from both Private Utility providers and Local government.
- Maintained quality assurance for SUE levels A-D for project as well as Aided in the survey process for potholing Gas and Sanitary Sewer line attributes.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY - HIDALGO COUNTY, TX

- Prepared Survey Control Plan for establishing and maintaining horizontal and vertical control.
- Coordinated with client and field crews to stake out a proposed alignment for future ROW.
- Collected proposed materials for the wall as it was installed to create as-builts cross sections.
- Established and maintained quality assurance and quality control procedures for project.

HEADSTONE ALIGNMENT AND GRADING AT V.A. SANTA FE NATIONAL CEMETERY

- Translated design plans into layout data for staking of headstone grids, grading cuts and fills, and temporary benchmark locations across cemetery renovation areas.
- Created and updated CAD files, CSV coordinate sets, and PDF alignment documents to support contractor execution and closeout.
- Developed field data models for grade verification and error checking in headstone rows to ensure compliance with alignment tolerances.

SERGIO ESPINOZA
Survey Party Chief
sespinoza@samengineering-surveying.com

Education:

- A.A.S., Criminal Justice – South Texas College (2005)
- Diploma - Pharr, San Juan, Alamo High School (2001)

Military:

- United States Navy, 2002-2004 Electronic Technician and Radar Specialist

SERGIO ESPINOZA is a senior survey party chief responsible for the oversight of field survey operations and the overall safety of the survey crew members. Mr. Espinoza oversees the preparation, adjustment, and operation of surveying equipment, including electronica total stations, data collectors, and GPS equipment, used to measure distances, elevations and angles. He works closely with the survey coordinator when scheduling various crews or survey deliverables and is responsible for field training of new survey crew members.

Project Experience:

WARE ROAD (FM 2220) UTILITY RELOCATION PROJECT (CSJ 2094-01-038) – MCALLEN, TEXAS

- Led field crews in performing topographic surveys and subsurface utility engineering (SUE) investigations to accurately map existing utility locations and depths.
- Conducted right-of-way (ROW) surveys to establish boundaries and identify encroachments, ensuring compliance with TxDOT standards.
- Supervised the staking of relocated water and sewer lines, guiding construction teams in the precise placement of utility infrastructure.
- Verified survey field data and coordinated with utility providers and engineers to resolve discrepancies and refine relocation plans.
- Ensured safe and efficient field operations in active roadway environments, maintaining compliance with safety protocols and minimizing disruptions to traffic.

EXTENSION OF SHARY ROAD 2 MILES NORTH OF SH 107 – MCALLEN, TEXAS

- Led field crews in performing topographic and boundary surveys, collecting precise elevation and alignment data to support the roadway expansion design.
- Conducted right-of-way (ROW) staking and parcel boundary verification to assist in acquisition efforts, ensuring compliance with TxDOT guidelines.
- Supervised construction staking for the new roadway alignment, drainage structures, and utility corridors to ensure accuracy during implementation.
- Verified subsurface utility engineering (SUE) markings and coordinated with field teams to identify potential conflicts before construction.
- Maintained detailed field notes and quality control procedures to ensure data accuracy, collaborating with the Project Surveyor to refine survey deliverables.

LA HOMA ROAD REALIGNMENT AND BRIDGE PROJECT – PALMVIEW, TEXAS

- Led field crews in collecting precise survey data, including topographic mapping, right-of-way boundaries, and utility locations.
- Conducted staking and layout for the proposed bridge structure, roadway alignment, and necessary drainage features.

- Verified field data quality and collaborated with engineers to address any discrepancies before design finalization.
- Coordinated with local agencies and property owners during survey operations to ensure access and compliance with regulations.
- Ensured adherence to safety protocols and TxDOT standards during all field surveying activities.

BENTSEN PALM DRIVE BRIDGE RECONSTRUCTION, PALMVIEW, TEXAS

- Directed field survey crews and managed all aspects of field data collection, including topographic and boundary surveys to establish accurate base maps for bridge design.
- Supervised the surveying of existing infrastructure, including the identification and marking of utilities that would need to be relocated or protected during construction.
- Worked with the Project Surveyor to ensure the accurate relocation of utilities and correct placement of the new bridge structure, including abutments, piles, and pavement deck.
- Ensured the implementation of safety protocols for field crews and maintained high levels of productivity and quality control throughout the survey process.
- Supported the coordination of parcel acquisition surveying by gathering necessary data and assisting with the legal documentation required for right-of-way acquisition.

SAM HOUSTON BLVD WIDENING (CSJ: 0921-02-256) – PHARR, TEXAS

- Led field crews in conducting precise topographic surveys along the project corridor, collecting critical data for roadway widening, drainage improvements, and right-of-way (ROW) mapping.
- Performed detailed utility locates and subsurface utility engineering (SUE) verification to identify conflicts and assist in utility relocation planning.
- Supervised the staking of new roadway alignments, ROW boundaries, and proposed utility corridors to guide construction activities.
- Ensured all survey data met TxDOT standards and project accuracy requirements, coordinating closely with the Project Surveyor to address any discrepancies.
- Maintained strict adherence to safety procedures while working in high-traffic urban environments, minimizing risks to field crews and the public.

PRECONSTRUCTION AND AERIAL SURVEYING FOR TEXAS BORDER INFRASTRUCTURE PROJECT 3 – WEBB COUNTY, TX

- Executed field operations to establish ground control points, temporary benchmarks, and aerial paneling across rugged, remote terrain in Webb County under tight schedule constraints
- Utilized RTK GPS and robotic total stations to capture existing grade, site access features, and topographic break lines critical to design and planning
- Ensured all collected data tied into the Texas Coordinate System (NAD83), providing the accuracy needed for drone-based elevation modeling and engineering workflows
- Communicated daily progress and challenges to the project manager, including logistical coordination with other subcontractors and land access constraints.

HEADSTONE ALIGNMENT AND GRADING AT V.A. SANTA FE NATIONAL CEMETERY

- Performed precise layout of upright headstone positions, grading control points, and construction benchmarks using robotic total stations and RTK GPS.
- Set and verified temporary control markers, conducted grade checks, and recorded cut/fill differences for contractor alignment review.
- Supported continuous re-staking efforts and on-site layout adjustments in response to project schedule and field conditions.

PRESENT AND PROJECTED WORKLOAD

SAMUEL D. MALDONADO, PE, RPLS – Principal/CEO

- Current workload Availability is 40%
- Currently working for:
    - Starbase Shoreline Study, Project kick off meeting. Currently at 1%
    - Rio Grande Survey (Starr Bridge). Currently at 50%
    - CAP Ex Utility Relocation, Project Kick off meeting. Currently at 5%
    - Agua SUD STWP, Finalizing report. Currently at 75%
    - Shary Road Expansion, ROW Acquisition. Currently at 50%

JESSICA MALDONADO, PE, PMP, CFM, SIT - Senior Project Manager

- Current workload availability is 50%.
- Currently working for:
    - Liberty Blvd Widening Improvements project as Project Manager which will be at 50% complete in construction in the next two months.
    - Senior Project Manager on Veteran's Blvd Utility Relocation project which will be at 100% complete with design in the next two months.

LUIS MENDEZ - Project Manager – Utility Coordination

- Current workload availability is at 40%,
- Currently the Project Manager for 3 Subdivision developments is expected to have completed by the end of August. After this month the availability to withhold and manage another project for design will increase due to projects being on construction phase with minor coordination.

CHRISTOPHER HINOJOSA, PE - Project Manager – Utility Design

- Current workload availability is 30%.
- Currently the Project Manager for the following projects:
    - Los Rios Subdivision – Anticipating completion by July (only pending construction completion and recording)
    - Agua SUD District Engineer - ongoing
    - Agua SUD Short Term Water Plan – Anticipate completion by end of June
    - Agua SUD ACR Reevaluation – Anticipate completion by end of July
    - Agua SUD Veterans Blvd. Utility Relocation and Adjustments Project – 100% design completed in the next two months
    - Texas Gas Service - ongoing
    - Palmview Riverside Drainage Improvements Project – 100% design completion by end of June
    - Palmview Ramirez Drainage Improvements Project – 100% design completion by end of June
    - VTX1 Tilden L – Anticipate starting splicing design by August and completing one week after starting
    - VTX1 San Miguel I – Anticipate starting splicing design by August and completing one week after starting
    - VTX1 San Isidro J – Anticipate starting splicing design by August and completing one week after starting
    - VTX1 El Sauz A – Anticipate starting splicing design by August and completing one week after starting

- VTX1 Fowlerton E – Anticipate starting splicing design by August and completing one week after starting

DANIELA ORTIZ - Project Engineer

- Current workload availability is 60%
- Currently working on:
  - Los Rios Subdivision – Finalizing As-Builts and currently on the process of recording mylar, Site visits for completion of construction, updating latest utility and drainage layouts, 90% completion.
  - Texas Gas Service - (70% completion)
    - TGS 115 – TGS 122
    - Reviewing exhibits for first submittal
    - Reviewing exhibits for final submittal
    - And any other projects that may come up.
  - Veterans Utility Project (Agua SUD) – (70% completion)
    - Start Traffic Control Plan (TCP) (30% completed)
    - Prepare layouts, cutsheets, details, and narratives
    - Coordination with Irrigation #6 for crossing permit (90% completed)
    - Sanitary sewer line redesign (90% completed)
    - Review progress of water and sewer sheets (70% completed)
  - Agua SUD (District's Engineer)
    - PEA Reports (95% completion)
    - SIR Reports (85% completion)
  - VTX
    - Tilden L - Splicing Set (30% completion)
    - San Miguel I - Splicing Set (30% completion)
    - San Isidro J - Splicing Set (30% completion)
    - El Sauz A - Splicing Set (30% completion)
    - Fowlerton E - Splicing Set (30% completion)

EDUARDO HUERTA - Project Engineer

- Current workload availability is 65%
- Currently working on:
  - Los Fresnos Subdivision – Completing 100% construction plans.
  - KMB Subdivision – Recording Process with city of McAllen.
  - Shary Waters Subdivision - 90% construction plans submittal for end of this month.
  - Minnesota Oaks Subdivision – Starting 60% construction plans.
  - Victoria Acres Subdivision– Starting Drainage report, and Sharyland water supply forms.
  - Barrera Subdivision – Starting Drainage report.
  - Marquez Subdivision – Getting coordination with entities for this new subdivision.
  - West Main - Finalizing 100% construction document, and coordination with Txdot.
  - Project 13 – Monthly site visit and pay app approvals.
  - And any Texas Gas project that came in during the week.

LUIS ALANIZ, EIT - Graduate Engineer

- Current workload availability is 70%.
- Currently working on:
  - K&M Construction Subdivision: Project is in Construction, Utility/ project staking tasks, HCID2 Crossing Permits.

- Golden Cantu Estates Subdivision: Project is in Construction, FEMA CLOMR process.
- Ricky Rod Subdivision, Project is in 100% Construction Plan design phase waiting for approval/ NTP, Entity coordination.
- Whitechapel Park Subdivision: Project is in 60% Construction Plan design phase, Will be working on having 100% Construction plans, Entity Coordination.
- Sonoma Terrace Subdivision: Project is in Construction, Entity Coordination, HCDD1 Crossing permits, HCID2 Crossing permits.
- Ali Estates Subdivision: Project is in 100% Construction Plan Design Phase, Entity Coordination.
- Sky Solutions Subdivision, Initial Project planning and coordination.

MIGUEL COSME - Graduate Engineer

- Current workload availability is 65%
- Currently working on:
  - SHARY ROAD EXPANSION – Row acquisition. Working on documentation and survey coordination for staking.
  - CITY OF HARLIGEN DRAINAGE – Construction Administration responding to RFI, change orders, pay applications as they come in.
  - PHA GLO PROJECT PHARR TEXAS - Construction Administration responding to RFI, change orders, pay applications as they come in.
  - LAS VELAS RD WIDENING- Construction Administration responding to RFI, changing orders, pay applications as they come in. Construction to be finalized soon and will work on as-built. Expected end date July.
  - RGC COMMUNITY DEVELOPMENT FUND – Critical deadline by July 1st. To include 100% construction documents, Bid documents, and 100% OPCC. Will slow down next month by addressing comments and enter bidding.
  - WESTA SUNFLOWER OIL FACILITY – Working on 60% construction documents.
  - WEST PALM SUBDIVISION – In construction Coordination with the irrigation district on crossing approval and acquisition of easement. Once construction is complete move to Recording process of plat
  - PHA-GLO, PHARR TEXAS - Coordination with the city on the amended plat.
  - JULIA MANCILLA DUPLES SUBDIVISION- Finalizing 100% construction document set for Cameron County submittal. Once completed move to construction.
  - PIB LAS MILAP- Working on finalizing 100% construction plans and OPCC for city submittal. Once completed move to construction.

BRYAN PEÑA - Survey Manager

- Current workload availability is 40%
- Currently Working on:
  - 2 design build construction projects, 1 -6 story residential and parking garage and 2 - Ongoing design build for manufacturing plant over 100,000 square feet design, which will decrease by the next two months.

SERGIO ESPINOZA - Senior Survey Party Chief

- Current workload availability is 40%
- Currently Working on:
  - 1 design build construction project, alignment and grading SF national cemetery. QAQC on a 6 story residential and parking garage and 2 - Ongoing topographic surveys for state and local government. which will decrease by the next two months.

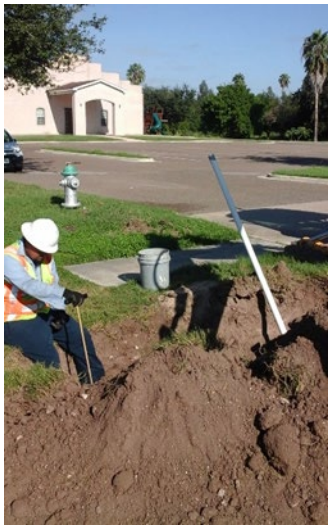
SECTION 4 – RELEVANT PROJECT EXPERIENCE

The following projects denote SAMES's experience:

CITY OF MCALLEN WARE ROAD UTILITY RELOCATION PROJECT, MILE 3 ROAD TO MILE 5 ROAD TXDOT CSJ: 2094-01-038 ROADWAY EXPANSION – MCALLEN, TEXAS

Client: McAllen Public Utility
Carlos Gonzalez, P.E., Utility Engineer
1300 Houston Ave
McAllen, TX 78501
(956) 681-1630
cagonzalez@mcallen.net

Contract Dates: 08/19/2015 – 10/29/2019
Engineering Fee: $252,596.87
Construction Cost: $1,732,846.20



Project Description: SAMES was contracted by McAllen Public Utility (MPU) to provide engineering design, consulting and surveying services for a utility relocation project in response to TXDOT Ware Road widening project.

Engineering design services included preliminary planning coordination with TxDOT to avoid utility relocation conflicts with proposed roadway and storm system design, design of proposed 6"-16" waterline relocation, abandonment of existing waterlines, sanitary sewer line and manhole adjustments; established project control based on TxDOT project benchmarks; preparation of construction plans and specifications in accordance with TxDOT standards and MPU requirements; Prepared project estimate and review submittals for TxDOT and MPU to review and approve; preparation of final as built drawings.

Project Management services included assisting McAllen Public Utility with compensable utility support documentation required for the Advance Funding Agreement (AFA) and Standard Utility Agreement (SUA); Attended MPU board meetings, bi-weekly TXDOT utility coordination meetings during construction, and provided responses for Contractor Requests For Information.

Surveying services included (1) Topographic surveying, property research for determination of compensable utilities location, right-of-way and easement mapping; (2) Waterline subsurface locate by pothole were completed in collaboration with MPU; and (3) Field locate of sanitary sewer services and all other utilities within right-of-way.

VETERANS BLVD (SH 495) UTILITY RELOCATION PROJECT

Client: Agua Utility District
Roberto Salinas, PE, General Manager
3120 N. Abram Road
Palmview, TX 78572
956-585-2459

Contract Dates: 8/19/2024 – Early 2026
Engineering Fee: $565,077.90
Construction Cost: $6,676,266.21

Project Description: The project extended from Mile 3 to Mile 5 and required the relocation of AGUA Special Utility District municipal water and sewer line infrastructure due to the proposed widening of TxDOT right-of-way and the 4-lane roadway expansion with storm drain enhancements within an urban area. This is a joint-bid endeavor requiring TxDOT plan set approvals and an executed Advance Funding Agreement. Our services included utility relocation design and coordination, development of special specs and property documentation research for compensable utility identification for Standard Utility Agreement (SUA). The existing waterline location varied between; within TxDOT right-of-way, within recorded easements and within undocumented apparent easements. Waterline relocation design was completed for over 13,000 linear feet varying in size between 2 inch to 18 inch with associated encased crossings, fire hydrants and services. The sewerline relocation design was completed for over 8,000 linear feet of 8 inch to 36-inch gravity sewer, with depths that exceeded 20 feet, and included the incorporation of 26 manholes and services. Our comprehensive services also include design survey deliverable, utility coordination and traffic control phasing to ensure the continuous flow of traffic and construction cost estimating.

This project is 95% complete with design. Scheduled to let in early 2026 to commence construction.

LIBERTY BOULEVARD (US 83 TO MILE 3 RD), PHASE I, PENITAS, TEXAS

Client: Hidalgo County Precinct No. 3,
Norma G. Ceballos – Responsible Person In Charge,
(956) 585-4509
724 Breyfogle Rd.,
Mission, TX 78572

Contract Dates: 12/09/2024 - Ongoing
Contract: $11,970,915.79

Project Description: SAMES is providing CEI services for the reconstruction and widening of Liberty Blvd into a four-lane urban roadway with turn lanes, sidewalks, drainage, and bridge structures. Our responsibilities include daily inspections, material submittal reviews, certified payroll and DBE compliance, and coordination with TxDOT, contractors, and utility providers. We maintain documentation through daily Raken reports and monthly progress reports to ensure full funding compliance and transparent communication with all stakeholders.

LA HOMA ROAD WATERLINE RELOCATION PROJECT

Client: Agua Special Utility District
Julio Cerda, former General Manager
(956) 585-2459
3120 N. Abram Road
Palmview, TX 78572

Contract Dates: 07/23/2015 – 11/13/2015
Engineering Fee: $52,962.00

Project Description: Due to the widening of State Highway 364 roadway by TxDOT, the Agua Special Utility District was required to relocate its existing parallel waterline to an alignment near the proposed right-of-way. The project was located along La Homa Road from Mile 1 to Graham Avenue and included installation of approximately 6,000 linear feet of 12" pvc waterline and 1,600 linear feet of 8" pvc waterline. Engineering and surveying services provided by SAMES included research and data collection, topographic surveying, planning, utility coordination and mapping, permit acquisition, preparation of plans, specifications and estimates (PS&E) package.

U.S. HIGHWAY 83 RELIEF ROUTE WATERLINE ADJUSTMENTS – SULLIVAN CITY, LA JOYA, PENITAS, AND PALMVIEW, TEXAS

Client: Agua Special Utility District
Frank Flores, former General Manager
(956) 522-5932
3120 N. Abram Road
Palmview, TX 78572

Contract Dates: 01/26/2015 – 09/11/2015
Engineering Cost: $83,332.00

Project Description: This waterline adjustment project included engineering design and surveying services for the relocation of a waterline along U.S. Highway 83 spanning a total of four cities within the water district. Surveying scope of work consisted of research and data collection, topographic surveying, parcel plat acquisition with metes and bounds, and right-of-way maps. Engineering services included design of waterline relocation, permit acquisition, utility coordination, and preparation of plans, details sheets, estimates and specifications.

KLEBERG COUNTY CIAP GRANT NO. F12AF70199 LOYOLA BEACH WATER QUALITY IMPROVEMENTS PROJECT – EFFLUENT REROUTE

Client: Kleberg County
Juan M. Escobar, former County Judge
(361) 595-8585
700 E. Kleberg Street
Kingsville, Texas 78364

Contract Dates: 10/01/2013 – 06/22/2014
Total Cost: $284,581.00

Project Description: This project was the result of overland flushing of poor-quality water and sediment into the Baffin Bay area where Cayo del Grullo meets Laguna Salada. To help improve water quality and assist with the conservation, protection and restoration of the coastal area, it was determined that a re-route of the Riviera Wastewater Treatment Plant (WWTP) effluent line would best address this issue. Scope of work included engineering design, acquisition and environmental clearance activities for installation of one (1) 150 gpm effluent pump at the WWTP and the construction of a new 10,000 linear foot force main effluent discharge line from the Rivera WWTP to a new discharge outfall point. Project responsibilities included research, preliminary planning, design, coordination, preparation of plans, specifications, contract documents and estimates, bid procurement, construction management and construction close-out.

LIST OF PAST LOCAL GOVERNMENT CLIENTS

- City of Edinburg
- City of McAllen
- Hidalgo County
- Starr County
- City of Rio Grande City
- City of Escobares
- City of Roma
- City of Brownsville
- City of Harlingen
- City of South Padre Island
- City of Pharr
- City of San Juan
- City of Palmview
- City of Penitas
- City of Sullivan City
- City of La Villa
- City of La Joya
- City of La Feria
- City of Palmhurst
- City of San Diego
- City of Weslaco
- City of Donna
- Kleberg County
- Duval County
- Agua Special Utility District
- Port of Brownsville
- Hidalgo County Drainage District No. 1
- Edinburg Consolidated Independent School District
- La Joya Independent School District
- Pharr-San Juan-Alamo Independent School District
- IDEA Academy Public Schools
- Pharr Housing Authority
- Mission Housing Authority
- Weslaco Housing Authority
- Hidalgo County Housing Authority

SAMES will offer the City of Edinburg access to a wealth of resources, professional staff, and technical experts in the local geographical area to complete respective assignments and other logistical tasks required for the City's project. SAMES will self-perform all land surveying scopes and work closely with our licensed subconsultants and The City of Edinburg's Administration to facilitate the City's infrastructure goals with an in-depth understanding of the project needs.

SECTION 5 – PROJECT UNDERSTANDING

The U.S. Highway North 281 Water Distribution System Improvements Phase 2 is a critical infrastructure project that aims to support the growth and development along a key corridor in Edinburg, Texas. This phase involves the relocation, upgrade, and expansion of the City's existing water lines that currently conflict with planned TxDOT improvements north of SH 186. The successful execution of this project will ensure continued water service reliability while aligning with TxDOT's highway improvements and accommodating future demand from residential, commercial, and industrial users.

We understand that this project requires close coordination with multiple stakeholders, including the City of Edinburg, TxDOT, the Texas Commission on Environmental Quality (TCEQ), utility owners, and potentially impacted property owners. The design must comply with both City and TxDOT specifications, and all improvements must receive approval from TCEQ before construction. In addition, project success will hinge on timely permitting, accurate surveying, clear utility conflict identification, and efficient easement acquisition where needed.

This effort demands a highly responsive and organized team with a deep understanding of municipal water systems, utility coordination procedures, and regulatory compliance. Our team recognizes the importance of minimizing service disruptions, mitigating construction risks, and delivering cost-effective, buildable solutions that meet the City's goals and TxDOT's timelines. We are committed to delivering a design that ensures constructability, cost control, and ease of integration into the City's existing water infrastructure.

SAMES is confident this response will produce awarded PS&E contracts that may be situated in urban, rural and/or metro regions across the State. It is also understood that no matter the differing project locations, type of region it is located within or the project scope intent, the standardization and quality of deliverables shall be consistent, of the highest level, meeting all TxDOT expectations.

As a PS&E team, SAMES shares TxDOT's vision and priorities of quality projects delivered on schedule and on time no matter the potential challenges or risks that may arise. With this understanding, we recognize that key milestones will have dependencies and resource requirements to ensure desired outcomes are achieved. Senior Project Manager, Jessica Maldonado, PE, will approach the execution of each project by aligning all team members and stakeholders around this shared understanding to ensure efficient planning, effective communication, and execution, driving the project toward its intended objectives.

Building upon this foundation, our team is prepared to implement advanced project management tools, robust QA/QC protocols, and proactive coordination strategies to anticipate and resolve issues before they impact scope, budget, or schedule. Our familiarity with TxDOT and City processes enables us to streamline reviews, expedite approvals, and maintain accountability across all project phases. Ultimately, we view this project not just as a contract, but as a long-term opportunity to contribute to the City of Edinburg's growth and infrastructure resilience.

SECTION 6 – APPROACH AND METHODOLOGY

DEVELOP A PROJECT PLAN

1. **Create Project Schedule**
    a. Develop a detailed project management timeline.
    b. Highlight critical path activities such as permitting, ROW acquisition, and utility relocations.
    c. Include review deadlines and delivery milestones for major PS&E components.

2. **Define expectations for each project phase:**
    a. **30% PS&E:** Preliminary geometric design, cost estimates, and initial QA/QC.
        i. Layout horizontal and vertical alignments, Geometric design criteria, lane widths, and cross-sectional elements using TxDOT Roadway Design Manual
        ii. Incorporate environmental considerations, such as wetlands or protected species
        iii. Data Collection & Analysis: Surveying, Geotechnical, Right-of-Way Status
        iv. Utility Coordination: UCM review, agency input, establish utility relocation offset alignment

    b. **60% PS&E:** Refined design with utility adjustments and ROW details.
        i. Detail pavement design, H&H Studies, drainage systems, and structural components.
        ii. Environmental components
        iii. Refine utility relocations and ROW limits.

    c. **90% PS&E:** Near-final design with construction staging and specifications.
        i. Prepare construction-ready documents, including construction staging plans and traffic control.

    d. **Final PS&E:** Ready-for-Let (RTL) PS&E package.

3. **Conduct Team Assignments:**
    a. Designate task leads for roadway, bridge, environmental, utility coordination, and cost estimation tasks with consideration of expertise and City's past experience.

QUALITY ASSURANCE / CONTROL

For successful management of quality there are various levels of responsibility. From these levels quality assurance for each project can be standardized. The quality assurance procedures followed align with TxDOT PS&E checklists.

LEVELS OF RESPONSIBILITY

1. **TxDOT** – has already set overall quality assurance policies, objective and standards available for guidance.

2. **PROJECT MANAGER** – is responsible for integrating Quality Assurance planning and controls into project management processes to ensure TxDOT policies, objectives and standards are met across project disciplines.

3. **KEY TASK LEADS** – are responsible for executing quality control measures such as abiding by checklists as a method to identify and correct issues within functional team prior to cross-discipline design reviews.

IDENTIFICATION OF QUALITY ISSUES

Should identification of an issue with the quality of the plan set or noncompliance with two checklist requirements; our Principal Sam will document the instance in a Quality Control Memo, addressed to specific Task Lead. Task Lead will be provided with scope of the issue, specific concern and required deadline to correct and resubmit. Any discipline that is dependent on the revision will be communicated of correction expectations so overall project progression may stay on track.

1. Identify potential risks, assess their impact on the project and define mitigation strategies.
    a. Integrate QA/QC reviews at key milestones (e.g., 30%, 60%, 90%).
    b. Conduct interdisciplinary design reviews among roadway, structural, drainage, and utility components etc.
    c. Conduct Resolution Meetings at bi-weekly design review meetings or as needed
    d. Maintain decision log

2. Utilize checklists to ensure compliance with TxDOT standards and specifications prior to submittal such as:
    a. PS&E Submittal Checklist
    b. PS&E Quality Control Milestone Checklist
    c. Documentation Comment Log Matrix with Bluebeam Review sessions saved.

MONITORING PROGRESS

Risk Management pre-project planning initiates any project with a good foundation. However, to keep a PS&E project moving forward and on track requires a detailed approach past the pre-design conference.

1. **Track project progress against project plan:** use project management tools or dashboards such as TxDOTCONNECT or ProjectWise to monitor the completion of tasks and milestones.
    a. This tracking tool would be utilized to supplement bi-weekly and monthly design coordination meetings.

2. **Address Issues and Bottlenecks:** identify and resolve challenges or delays that may hinder progress
    a. Identify how certain disciplines are contingent on another for progression.

3. **Adapt as Needed:** Agile adjustment of approach based on changes in scope, team dynamics or external factors.
    a. With any adaptation, project plan, schedule and/or milestone expectations shall be updated and communicated to the team in writing.

INNOVATIVE CONCEPTS OR ALTERNATIVES

Our goal during QA/QC reviews is to look for design enhancements for safety, constructability and predictions of future maintenance scenarios. Things to look when reviewing is to ensure that designs;

1. are practical for construction in project physical area/region,
2. minimize disruptions to traffic and ensuring safety,
3. consider maintenance needs for bridges, pavements, and drainage systems,
4. are feasible and mitigate constructability issues,
5. identify opportunities to reduce construction time, costs, and risks.

Project Example: During 60% Review of Sam Houston Blvd Widening Project, it was evident that the highly traveled urban corridor would warrant a more robust pavement section; for (1) to minimize the frequency of maintenance or the need for future pavement reconstruction and (2) combat a volatile water table in the area. Through coordination with TxDOT PM and geotechnical engineer, the PS&E package included a proposed pavement section which included geogrid TX5 between the subgrade and 17-inch lime treated flex base. This alternative design considered future maintenance needs and the mitigated exposing the residence in the area to major construction in the area once again.

COMMUNICATION PROCESS

The purpose of the SAMES communication process is to maintain consistent communication internally, with TxDOT and the Public. From the pre-design conference Jessica and task leads will work together to update the communication procedure to ensure stakeholder priorities and requests are formalized into a written plan. Overall, the plan will describe WHAT should be communicated to WHO and by WHEN. This structured approach ensures comprehensive planning, fosters stakeholder collaboration, and keeps progress and issue resolution at the top of everyone's mind.

COMPONENTS OF THE PLAN

INTERNAL COMMUNICATION

- **What should be communicated:** Updates on (1) past month's progress (scope, schedule and budget), (2) updated on critical decision items, and (3) next month look ahead for key milestone tasks.
  Format: Written set high level report
  To: TxDOT PM, Other Stakeholders
  By: the 5th of every month

- **What should be communicated:** (1) Interdisciplinary Design Review Mtgs to report progress, discuss new design related issues and get updates on ongoing Utility Conflict Matrix (UCM) items.
  Format: Design review mtg agenda with meeting minutes
  To: PS&E Team

By when? Bi-weekly after each progress meeting

- **What should be communicated:** Schedule meetings to address design challenges/conflicts.
  Format: Conflict resolution mtg agenda with decision log updates**.**
  To: TxDOT, Stakeholders, PS&E Team
  By when? Bi-weekly or as needed.

- **What should be communicated:** Daily communication in writing or verbally to progress design and plan set.
  Format: Updates to design summary report, UCM, decision log
  To: Available to all through project dashboard
  By when? Within a week of update

EXTERNAL COMMUNICATION

Jessica will maintain transparent external communication through a strategy that fosters open dialogue with all stakeholders, including surrounding communities, ensuring they remain informed and engaged throughout the project.

The community engagement and outreach campaigns will be coordinated with the TxDOT PM to ensure accurate information is communicated in a format that meets the needs of the City. The strategy will review the Public Involvement efforts from the schematic phase and address questions and concerns within the design phase. The external communication strategy will be tailored to the project area, and its influence on design but will include at minimum:

1. **Transparent Information Dissemination -** Provide communications via various forms such as websites, social media, email alerts and low-tech approaches such as distribution of printed flyers in community centers, libraries, and other public spaces.

2. **Monitoring and Evaluation -** Review feedback monthly to identify common concerns, adjust dissemination efforts based on feedback and monitor effectiveness of improvement.

SECTION 7 - REFERENCES

LOCAL GOVERNMENT REFERENCES

ROBERT HERNANDEZ, ASSISTANT CITY ENGINEER - CITY OF HARLINGEN
(FORMER CITY OF EDINBURG EMPLOYEE)
24200 Fm 509, Harlingen, Tx 78550
(956) 216-5284// Rhernandez@Harlingentx.Gov

- **City of Edinburg – 2018 Bond Project: Schunior Regional Detention Pond Phase II**
  A&E Contract Amount: $281,870.58
  Start Date: 02/26/2019
  Completion Date: 11/08/2023
  Services Provided: Design and construction management support for a proposed 72” storm drainage system and 11-acre detention pond with pump station.

JORGE ARCAUTE, CHIEF OF STAFF - HIDALGO COUNTY PCT. 3
724 Breyfogle Road, Mission, TX 78574
(956) 585-4509 // Jorge.arcaute@co.hidalgo.tx.us

- **Hidalgo County Pct. 3 Extension of Shary Road 2 Miles North of SH 107 Ph. I - Mission, TX**
  A&E Contract Amount: $990,135
  Start Date: 08/18/2022
  Completion Date: 08/17/2024
  Services Provided: Environmental Study, Surveying, ROW Parcels & Acquisition, H&H Analysis, Schematic Design, Project Funding

CARLOS GONZALEZ, P.E., UTILITY ENGINEER - MCALLEN PUBLIC UTILITY
1300 Houston Ave, McAllen, TX 78501
(956) 681-1630 // cagonzalez@mcallen.net

- **City of McAllen Ware Road Utility Relocation Project, Mile 3 Road to Mile 5 Road – TxDOT CSJ: 2094-01-038**
  A&E Contract Amount: $252,596.87
  Start Date: 08/19/2015
  Completion Date: 10/29/2017
  Services Provided: Surveying, Utility Coordination, Engineering Design, Construction Plans & Specs, Cost Estimating, Project Management

EVERARDO "EVER" VILLARREAL, COMMISSIONER - HIDALGO COUNTY PCT. 3
724 Breyfogle Road, Mission, TX 78574
(956) 585-4509 // everardo.villarreal@co.hidalgo.tx.us

- **Hidalgo County Pct. 3 Liberty Blvd Roadway Improvement Project (US 83 to Mile 3 Rd.) – Peñitas, TX**
  A&E Contract Amount: $1,128,341.04
  Start Date: 08/20/2024
  Completion Date: On-going
  Services Provided: Construction Management, Construction Inspection, Construction Materials Testing, QA/QC, SW3P and EPIC compliance, Project Close-Out Support.

OMAR ANZALDUA, ASSISTANT GENERAL MANAGER - HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 N. Doolittle Rd, Edinburg, TX 78542
(956) 292-7080 // omar.anzaldua@hcdd1.org

- **Hidalgo County Drainage District No. 1 – West Main Drain III Extension Phase II**
  A&E Contract Amount: $259,733.20
  Start Date: 11/01/2023
  Completion Date: In Progress
  Services Provided: Design, surveying, and construction management for a proposed storm connection system and existing ditch widening improvements, including utility coordination and conflict mitigation design.

SECTION 8 – LEGAL AND ADMINISTRATIVE INFORMATION

ACKNOWLEDGEMENT OF ADDENDA

As of the date of this submission, two Addendums have been issued for RFQ No. 2025-003. We acknowledge receipt and have made any required changes to our response.

CONFLICT OF INTEREST DISCLOSURE

SAMES confirms that there are no known conflicts of interest that would interfere with our ability to perform the requested services. We have completed and included the required Conflict of Interest forms in compliance with Chapter 176 of the Texas Local Government Code.

EXCEPTIONS OR DEVIATIONS

Our firm has reviewed all the terms and requirements stated in the RFQ and offers no exceptions or deviations. We intend to fully comply with all specifications, conditions, and contractual obligations outlined by the City of Edinburg.

COMMITMENT CONTRACTUAL TERMS

We are prepared to enter into the City's standard Professional Services Agreement and agree to the legal, administrative, and insurance requirements set forth in RFQ. Our firm will work in full cooperation with the City to finalize the agreement and begin services promptly upon award.

LICENSES & INSURANCE

SAMES maintains an up-to-date registration with the Texas Board of Professional Engineers (Registration No. F-10602) and Land Surveyors (Registration No. 101416-00) for the firm and our licensed professionals. We carry Professional Liability Insurance in the amount of $3,000,000, Commercial General Liability, Workers Compensation, and meet all County and State Insurance requirements. An PDF with current policies and coverage periods has been uploaded as evidence of our insurance coverage.

	Insurance Type	Limit	Policy Effective Dates
✓	Professional Liability	$3,000,000	04/02/2025 – 03/03/2026
✓	Commercial General	$2,000,000	04/02/2025 – 03/03/2026
✓	Umbrella	$5,000,000	04/02/2025 – 03/03/2026
✓	Automobile	$1,000,000	03/03/2025 – 03/03/2026
✓	Workers Comp	$1,000,000	08/05/2024 – 08/05/2025

SAM.GOV REGISTRATION

SAMES is registered in the federal government's System for Award Management, otherwise known as SAM.gov. Our firm is in "Active" status and neither the firm nor any individual employed by SAMES is debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or local governing agency.

www.samengineering-surveying.com

THE CITY OF Edinburg

RFQ 2025-003

U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

Presented To:
City of Edinburg, Tx

Prepared By:
Trimad Consultants, L.L.C.

TRIMAD CONSULTANTS L.L.C.

(956) 688-8860
Www.trimadconsultantsllc.com
Rsalazar@trimadstx.com
1803 W Mozelle St. Pharr, Tx 78577

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City of Edinburg

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- Contact Information
- Company and Engineer License

June 17, 2025

Attn: Gerardo Carmona
415 W University Blvd
Edinburg, TX 78541

SUBJECT: SOQ for Project No. RFQ 2025-003 City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

Dear City of Edinburg,

Trimad Consultants, L.L.C. (TRIMAD) is pleased to submit our Statement of Qualifications in response to your Request for Qualifications (RFQ) for the U.S. Highway North 281 Water Distribution System Improvements Phase 2 project. We acknowledge receipt and review of Addendum No. 1 and Addendum No. 2 and have taken all issued clarifications into account in the preparation of our submittal.

Mr. Ricardo Salazar, P.E., President, brings over 21 years of civil engineering experience with a strong focus on water and wastewater infrastructure projects across the Rio Grande Valley and South Texas. He has successfully served numerous municipalities, including the Cities of Pharr, Elsa, Weslaco, Donna, Edinburg, Sullivan City, Rio Grande, Roma, McAllen Public Utility (MPU), and Brownsville Public Utility Board (BPUB). His portfolio includes wastewater treatment plants, lift stations, recycled water pump stations, water treatment plants, water transmission mains, elevated storage tanks, and utility master planning.

While TRIMAD does not yet have extensive experience directly managing TxDOT projects, we have partnered with a highly qualified subconsultant, Mr. Wesley Richard LeFevre, P.E., who brings over two decades of experience working on state and federally funded infrastructure. His TxDOT-related experience includes coordination on the City of Alton TWDB Clean Water SRF Project, which involved street repaving and close collaboration with TxDOT, and participation in the FM 508 Widening Project in Combes, coordinated under the TxDOT Pharr District. His involvement ensures our team is equipped to meet TxDOT standards and procedures when applicable. As a local firm based in Pharr, Texas, TRIMAD is dedicated to delivering innovative, cost-effective, and high-quality engineering solutions. Our team is fully licensed and qualified in Texas, and we maintain a consistent record of ethical practice and professional performance. We appreciate the opportunity to support the City of Edinburg on this important infrastructure initiative and are ready to contribute value and expertise at every phase of the project.

Sincerely,

Ricardo Salazar, P.E.
President

Ricardo Salazar
President
1803 Mozelle St. Pharr, TX 78577
Rsalazar@trimadstx.com

Trisha Salazar
Office Manager
1803 Mozelle St. Pharr, TX 78577
Tsalazar@trimadstx.com

ADDENDUM NO. 2

Date of Addendum: 6/10/2025

PROJECT NAME: U.S. Highway North 281 Water Distribution System Improvements Phase 2 (Professional Engineering Services)

PROJECT NO: RFQ 2025-003

FROM: City of Edinburg
Att: Lorena Fuentes, Interim Purchasing Manager
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-1895

TO: **Prospective Consultants**

This Addendum forms a part of the RFQ Documents and will be incorporated into Contract Documents, as applicable. **FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY SUBJECT THE FIRM TO DISQUALIFICATION.**

RFQ REQUIREMENTS

1. The RFQ should include, at a minimum, the following items:

A. 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;

B. 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 Five (5) 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.

- Name, address, and telephone number of the firm.
- Structure of firm, i.e. sole proprietorship, partnership, corporation, and size of firm.
- Information pertaining to the firm's compliance with licensing and other requirements of the State of Texas.
- History of the firm.
- A description of the firm's capability to design the project.

C. 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.
   - Identify personnel to be assigned responsibility for administering the project (provide a flow chart of the project team, resumes, and identify individuals with City of Edinburg and Texas Department of Transportation experience. Identify location for the individual representatives that the firm will assign to the project)
   - A description of the present and projected workload for key dedicated staff.
   - A list of five (5) municipal and/or public utility clients and representative projects demonstrating the firm's competence and capabilities to perform the work required on this project. Please list the services performed, including the total project cost associated with the project. Please include the names, addresses, and telephone numbers of contact persons.

D. References – Provide at least three references (names and current phone numbers) from recent work with Muncipal or TXDOT projects 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.

E. 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.

F. 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.

G. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

H. Presentation – Each firm may submit one (1) electronic copy via OpenGov (https://procurement.opengov.com/portal/cityofedinburg) or can submit Six (6), one (1) original and Five (5) bound copies of the RFQ. Only one form of submission is required.

EVALUATION CRITERIA

1. The "Stability and References" ranking section has been renamed to "References". No additional changes have been made to the Evaluation Criteria section.

Digitally signed by Gerardo Carmona
Date: 2025.06.10 11:08:47 -05'00'

END OF ADDENDUM NO. 2

Gerardo Carmona Jr., P.E.

DATED: 06/10/2025

END OF DOCUMENT

FIRM QUALIFICATIONS

City of Edinburg

Firm Identification

Trimad Consultants, L.L.C. (TRIMAD) is a civil engineering firm established in 2017 and actively practicing since 2019. Our team brings extensive experience in delivering a wide range of complex projects, with a strong focus on supporting both municipal and private infrastructure. Our expertise includes roadway and transportation systems, stormwater management, drainage improvements, wastewater treatment, sanitary sewer collection, water treatment plants, and water distribution projects.

Trimad Consultants, LLC
TBPE Firm No. F-18526
Mr. Ricardo Salazar, P.E.
President
1803 Mozelle Street
Pharr, Texas 78577
(956) 688-8860
rsalazar@trimadstx.com
www.trimadconsultantsllc.com
Federal ID:81-4694486

Certifications

TRIMAD is certified by the South-Central Texas Regional Certification Agency as an Emerging Small Business Enterprise (ESBE), Hispanic American Business Enterprise (HABE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE). Trimad is also certified by Tx Dot Disadvantaged Business Enterprise (DBE), SBA 8(a).

Familiarity with Applicable Rules and Regulations

Trimad has delivered a multitude of projects similar to those anticipated to be undertaken by the City of Edinburg. This includes roadway reconstruction and drainage improvements. Clients we have served are listed in **References** and include several high-profile entities from the Rio Grande Valley. Based on our experience we are confident that our team is well qualified to assist the City of Edinburg.

Project Understanding

Trimad has a long history of working in the Rio Grande Valley and South Texas Region. Trimad is experienced in delivering a wide range of engineering services from planning to final construction. Provided below are examples of projects Trimad is currently working on or recently delivered.

- Program Management
- Project Engineering Design Report/permitting application assistance

FIRM QUALIFICATIONS

City of Edinburg

- Civil Design, Specifications, and preparation of Construction Documents
- Construction Cost Estimating
- Construction Contract Administration and Inspection

Trimad has successfully delivered the following types of projects:

- Roadway and transportation design
- Stormwater Management and Drainage Improvements
- Utility assessments and coordination
- Water/Wastewater treatment facilities and collection/distribution systems
- Institutional, commercial and residential development

Similar to most Texas clients, the City of Edinburg has multiple challenges. How to deal with a growing population and how best to stretch its budget to provide all the necessary services and infrastructure. The City of Edinburg has to maintain its aging public infrastructure as well as prepare itself for future growth.

Specific examples of the services Trimad has provided for previous projects are listed in **Representative Projects**. In addition to engineering expertise, these projects demonstrate our experience in leading and managing projects and addressing appropriate regulations and policies for funding and permitting approval.

Possible Difficulties in Completing Projects and Proposed Solutions

Difficulties arise during the development of a project design and require diverse technical expertise, an innovative mindset, and excellent communication skills to achieve a successful resolution. Trimad manages unexpected changes to project scope by identifying difficulties early in the design process. If a large task order assignment or projects with compressed schedules are needed, Trimad will provide the additional man-hours to minimize schedule impacts. Trimad has met aggressive design schedules while not compromising quality. Supporting the City of Edinburg Work Order Contract matches the core values and skill set of Trimad.

FIRM QUALIFICATIONS

City of Edinburg

Similar Projects and Clients

The projects outlined below required adherence to federal regulations, diligent document management, and thorough progress reporting.

Projects:

- City of Pharr Wastewater Treatment Plant Expansion (5-mgd Expansion). This project was the first BNR Plant built in the Rio Grande Valley.
- City of Pharr Water/Wastewater Master Plant
- City of Pharr Lift Station No. 25
- BPUB UV Disinfection Facility Improvements
- City of Edinburg TCEQ Discharge Plant
- RMA - Hazard Mitigation Plan San Perlita, TX— **TXGLOCDBG**
- City Of San Perlita - Fire Station Expansion— **TXGLOCDBG**
- City of La Grulla – Downtown Revitalization— **TXGLOCDBG**
- Brooks County – 2023-2024 Grant Funding Services—**TXGLOCDBG**
- City of La Villa – Drainage—**TXGLOCDBG**
- City of Bishop – TXCDBG DRP MS—**TXGLOCDBG**

Clients:

- City of Pharr
- City of Edinburg
- McAllen Public Utilities (MPU)
- City of San Juan
- City of Alamo
- City of San Perlita
- City of Bishop
- City of La Grulla
- Brooks County
- City of La Villa
- Kleberg County

Prime and Subconsultant Roles/Work Plan

Responsibilities Outline & Work Plan

Team Structure & Responsibilities

Prime Consultant*: Trimad Consultants, LLC*

Role: Lead Engineering Firm

Responsibilities

Project Leadership: Serve as the primary liaison with the City of Edinburg, overseeing all project phases.
Design Development: Lead the design of civil, structural, mechanical, and process engineering components.
Hydraulic Analysis: Conduct hydraulic modeling and capacity assessments.
Documentation: Prepare and submit comprehensive plans, specifications, cost estimates, and bid documents.
Quality Assurance: Perform QA/QC reviews across all deliverables.
Regulatory Coordination: Engage with permitting agencies, including TCEQ.
Construction Administration: Manage submittal reviews, RFIs, change orders, site observations, and final inspections.

Partnering Firm: *LeFevre Engineering, PLLC*

Role: Subconsultant – Specialty Support

Responsibilities

Electrical & I&C Design: Provide electrical engineering and Instrumentation & Controls (I&C) design.

SCADA Integration: Develop and program SCADA systems for seamless operation.

Surveying & Geotechnical: Conduct necessary surveying and geotechnical investigations.

Environmental Permitting: Assist with environmental permitting and cultural resource assessments.

Construction Support: Offer supplemental construction inspection staff as needed.

II. Work Plan & Project Approach

Project Initiation

Kickoff Meeting: Align on project goals, scope, schedule, and deliverables with the City.

Document Review: Examine existing as-built drawings, permits, and reports.

Site Assessment: Conduct site visits and field verifications.

FIRM QUALIFICATIONS

Prime and Subconsultant Roles/Work Plan

Preliminary Design Phase

Capacity Evaluation: Assess current system capacities and validate design criteria.

Challenge Identification: Identify potential design challenges, such as hydraulic bottlenecks and footprint constraints.

Preliminary Layout: Develop layouts for major improvements, including headworks, aeration basins, and clarifiers.

Operational Coordination: Collaborate with operations staff for constructability and phasing input.

Deliverables: Submit Preliminary Engineering Report (PER) and 30%

Detailed Design: Develop comprehensive construction plans and specifications.

Phasing Plans: Prepare construction phasing plans to maintain plant operations.

System Designs: Design civil site layouts, yard piping, structural foundations, process piping, mechanical systems, electrical systems, and SCADA/I&C systems.

Cost Estimation: Provide an Opinion of Probable Construction Cost (OPCC).

Permitting Support: Assist with TCEQ, SWPPP, and other necessary permits.

Final Review: Conduct QA/QC review and submit 100% deliverables.

Bidding Phase Support

Bidder Inquiries: Respond to questions from potential bidders.

Pre-Bid Meetings: Attend and support pre-bid meetings.

Addenda Preparation: Prepare addenda as needed.

Bid Evaluation: Assist in evaluating bids and selecting contractors.

Construction Administration

Submittal Review: Review and approve shop drawings and submittals.

RFIs & Change Orders: Respond to RFIs and manage change order requests.

FIRM QUALIFICATIONS

Prime and Subconsultant Roles/Work Plan

Site Visits: Conduct periodic site visits and progress meetings.

Reporting: Prepare field observation reports.

Payment Certification: Review pay applications and certify substantial/final completion.

Project Close-Out

Startup Support: Assist with startup and commissioning support.

As-Built Review: Review as-built drawings and prepare record drawings.

Warranty Support: Provide support during the warranty phase and assist with final acceptance.

Team Experience

Trimad Consultants is a Civil Engineering and Construction firm based in South Texas. Trimad brings extensive experience in wastewater treatment plant design and construction administration, ensuring projects are completed efficiently and effectively.

LeFevre Engineering, PLLC is a Civil & Environmental Engineering firm based in South Texas, specializing in wastewater systems design and rehabilitation. Their services include assistance with financial aid from State and Federal Agencies, design and construction of lift stations, manholes, rehabilitation of existing systems, wastewater plants, and compliance with TCEQ regulations and inspections.

Firm Qualifications

City of Edinburg

Firm Qualifications

Trimad Consultants is a firm of 16 employees. The president, Mr. Ricardo Salazar, P.E., will be the Project Manager. Mr. Salazar ensures all the work that is sent out to the City of Edinburg will have been revised by him. The TRIMAD Team consists of four graduate engineers, two Engineers In Training, and one Construction Manager that have each had experience under the guidance of Mr. Salazar.

The TEAM understands that having experienced personnel that work well as a team and maintain communication with the client is key to the successful completion of any assignment. The TEAM offers well-qualified professionals in planning, design, and construction with a history of excellent customer service. The Leader of the different services is outlined in our organizational chart with the leader of each service reporting directly to the principals for updates on project status and coordination issues. Mr. Salazar will commit 85% of his time to the project to guide and revise and use his seal to approve all plans. If needed, Mr. Salazar will also go to the site during the construction phase to ensure the work is done accurately.

Jose Perez and Fredy Carmona will be the main engineers under the general guidelines of the program. Mr. Jose Perez and Fredy Carmona will commit 85% of their time to the project. Mr. Perez and Mr. Carmona will also go to the construction site to ensure completion of the project is done accurately and in a timely manner. Mr. Rene Salazar, Construction Manager, will go to the construction site periodically to ensure the project is going smoothly.

Ms. Trisha Salazar is the Office Manager in which will be the member of the team to ensure invoicing, insurance documents, contract terms, and any administrative tasks are conducted. Ms. Salazar will commit 30% of her time to the project when needed for the administrative tasks and QA/QC. The TRIMAD team is confident and ensures the project will finish in a timely manner. Mr. Perez, Mr. Carmona, and Ms. Salazar all report to Mr. Salazar.

Representative Projects

City of Edinburg

Unique Qualifications and Specialized Design Experience

Mr. Ricardo Salazar, P.E., President, Trimad Consultants, L.L.C. (TRIMAD) has over 21 years in the Civil Engineering field and has worked under a variety of civil engineering firms and construction firms to further his knowledge to succeed in the field. Mr. Salazar is passionate and ensures the work needed will be completed. While Trimad has only been practicing since 2019, Mr. Salazar has previous experience while employed with other firms. The TRIMAD team has 4 young and thriving Graduate Engineers and 2 motivated Engineers in Training with under four years of experience. In the supervision and guidance of Mr. Ricardo Salazar, TRIMAD is confident the qualifications and design experience will outshine the competition. With the experience of Mr. Salazar, TRIMAD provides its clients with successful engineering solutions with high quality results and best economical value. TRIMAD is dedicated to work in South Texas. Furthermore, we strongly encourage our references to be contacted. We take tremendous pride in our work and customer service.

A small sample of TRIMAD's clients and successfully executed projects, as well as projects delivered by our staff are summarized in this Statement of Qualifications. TRIMAD has provided sample projects of our past performance in accordance with the RFQ requirements, instruction and evaluation criteria for solicitation. For other related projects, please refer to ***Resumes***.

Representative Projects

City of Edinburg

City of Pharr, Headworks Improvements Project - City of Pharr, TX

Description and Scope of Work:
Mr. Salazar led the design of a new 7,200-linear-foot 16-inch water transmission main connecting the Expressway and Eldora Elevated Storage Tanks to improve system capacity and ensure compliance with TCEQ requirements. The alignment was strategically selected to minimize construction impacts, utilize existing easements, and support the City of Pharr's growing water service needs.

Role:
Trimad Consultants was responsible for developing detailed design plans and providing comprehensive engineering services, including hydraulic analysis, plan and profile sheets, construction specifications, and permitting support. The firm worked closely with the City and utility stakeholders to ensure seamless integration with existing infrastructure and to meet critical project milestones.

Project Owner and Contact:	**City of Pharr Ruben Rosales (956) 402-4300**
Project Manager/Engineer/Designer:	**Ricardo Salazar, P.E.**

Representative Projects

City of Edinburg

Encinal #2 & Los Alamos Subdivision Paving & Drainage Project—Hidalgo County

Description and Scope of Work:

The Encinal #2 and Los Alamo Subdivision Paving & Drainage project consisted of providing design, bid, and construction phase services for the reconstruction of paving and drainage improvements project of an existing subdivision located in Weslaco, Texas. The project included an expansion of the street to a 20 –ft cross-section. This roadway was predominately residential and approximately 18-ft wide of flex base material. Curb and gutter throughout the subdivision was installed including valley gutters were incorporated at intersections as necessary. Scope of work included utility conflict resolution, utility coordination, roadway design, hydrology and hydraulics along with urban storm drain design, signing and stripping, traffic control devices, and cost estimating. Final street grades ranged from 0.5 to 1% and designed. All project traffic control devices we designed per the Texas Manual on Uniform Traffic Control Devices (TMUCD). Mr. Salazar also provided design for SW3P, and provided construction phase services and construction staking including cutsheets.

Role:

Mr. Salazar under a different firm provided all services related to the design and construction for the new Street this included civil engineering, surveying, design plans and specifications bidding documents, permitting, environmental clearance, bidding documents, and construction phase services.

Project Owner and Contact:	**Hidalgo County Precinct #1 (956) 968-8733**
Project Manager/Engineer/Designer:	**Ricardo Salazar, P.E.**

Representative Projects

City of Edinburg

Alta Vista Waterline and Sanitary Sewer Improvements - City of San Juan, TX

Description and Scope of Work:

The Alta Vista Waterline and Sanitary Sewer improvements project consisted of improving the waterline system and sanitary sewer along W Texas Avenue and Standard Avenue in the City of San Juan as well as milling and overlay of W Texas Avenue and Standard Avenue. The waterline improvements required 1,584 linear feet of the new 8-inch C-905 waterline and a 41 Waterline Service connection. The sanitary sewer improvements required 2,000 linear feet of new 8-inch SDR-26 sanitary sewer line, 4 - 48-inch diameter fiberglass manholes, 2 – 48-inch diameter fiberglass manholes, and 60 sanitary sewer services. Paving improvements required 8,536 square yards of mill and 2" Hot Mix Asphalt Overlay.

Role:

TRIMAD provided all services related to the design of Alta Vista waterline and sanitary sewer improvements. This included civil engineering, surveying, design plans & specification bidding documents, permitting, environmental clearances, bidding documents, and construction phases services.

Project Owner and Contact:	**City of San Juan Juan Martinez (956) 223-2000**
Project Manager/Engineer/Designer:	**Ricardo Salazar, P.E.**

Representative Projects

City of Edinburg

Weaver Rd. and Parking Lot Improvements—City of Elsa, TX

Description and Scope of Work:

TRIMAD Consultants performed design, bid, and construction phase services for improvements to Weaver Ave roadway and parking lot. Mr. Salazar along with graduate engineers Jose A Perez and Freddy Carmona were assigned to this project. The project embarked on removing existing caliche and removal of biodegradable erosion control logs. It also included renovation of an existing tree. This roadway was predominately residential and approximately 32-ft wide. Valley gutters were incorporated at intersections as necessary.

Role:

TRIMAD provided all services related to the design and construction of Weaver Rd. and Parking Lot Improvements. This included civil engineering, surveying, design plans & specifications bidding documents, permitting, environmental clearances, bidding documents, and construction phase services.

Roadway Design:

Work activities included utility conflict resolution, utility coordination, roadway design, hydrology, and hydraulics along with urban storm drain design, signing and stripping, traffic control devices, and cost estimating. Final street grades ranged from 0.5 to 1% and designed. All sidewalks and pedestrian crossing were designed in compliance with American Disabilities Act (ADA) and project traffic control devices to Texas Manual on Uniform Traffic Control Devices (TMUCD).

TRIMAD also provided utility design (water and sewer), developed the SW3P, and provided construction phase services. All Weaver Rd and Parking Lot Improvements is completed.

Project Owner and Contact:	**City of Elsa** **Daniel Rivera** **(956) 262-2127**
Project Manager/Engineer/	**Ricardo Salazar, P.E.**

Representative Projects

City of Edinburg

City of Donna– TxGLO 2018 STX Floods Engineering Services

Description and Scope of Work:

TRIMAD Consultants were tasked with conducting thorough evaluations of the city's wastewater lift stations and designing a bypass system as part of a project funded by the Texas General Land Office (TXGLO). The project focused on assessing the current state of the lift stations, identifying essential repairs, and implementing a bypass system to ensure continuous operation during maintenance or emergency situations. This work was carried out in alignment with TXGLO's infrastructure improvement standards, aiming to enhance the efficiency and reliability of the city's wastewater management system. The scope of work included research and relevant data collection, design plans, topographic data collection, and construction phase services.

Role:

TRIMAD provided all TRIMAD provided all services related to the design of the City of Donna– TxGLO 2018 STX Floods Engineering Services. This included civil engineering, surveying, design plans & specification bidding documents, permitting, environmental clearances, bidding documents, and construction phases services.

Project Owner and Contact:	**City of Donna Jonas Gonzalez (956) 464-7861**
Project Manager/Engineer/ Designer:	**Ricardo Salazar, P.E., Jose Perez**

Current Project List

City of Edinburg

ENGINEERING	
LOCAL	
City of Pharr	Water Transmission Main Improvements
City of Pharr	Lift Stations Number 10, 18 & 40 Elimination Project
City of Pharr	Lift Station No. 23 Relocation
City of Donna	TxGLO 2018 STX Floods Engineering Services
City of San Perlita	TxGLO 2018 Engineering Services
City of San Perlita	TxGLO 2019 Engineering Services
City of San Perlita	Hazard Mitigation Plan
City of San Perlita	Fire Station Expansion
City of Alamo	Morningside South-Sewer Project
City of Alamo	Comprehensive Plan Administration
City of Elsa	Impact Fee Study
City of San Juan	Alta Vista Waterline (Texas Avenue) Improvements
City of San Juan	Alta Vista Sanitary Sewer (Texas Avenue) Improvements
City of San Juan	First St. Subdivision Replat
City of San Juan	Lift Station #6 Relocation Project
City of San Juan	Subdivision Standards Manual
City of San Juan	Water Plant Additional Garage
City of San Juan	Master Plan
City of Bishop	TXCDBG DRP MS
City of La Grulla	Downtown Revitalization
Brooks County	2023-2024 Grant Funding Services
City of La Villa	TX GLO Downtown Drainage Improvements
Kleberg County	Sidewalk Ricardo & Riviera
City of Harlingen	Harlingen ISD– Engineering Services
Hidalgo County	Hidalgo County Drainage District No.1– Engineering Services

CURRENT PROJECT LIST CONT.

FEDERAL & PRIVATE

ENGINEERING	
Private	
Private	Frank P. Key & Associates– Celedon Therapy
Private	Lily's Plaza—Alton, TX
Private	Dragados– Pulice JV- I/2 / 1-69C Interchange Project
Private	Lodestar Construction– COP Waterline
Private	Sam Garcia– City of Hidalgo Gateway America Building Expansion– Paving and drainage

CONSTRUCTION	
FEDERAL	USAF- Utility Hookups for Del Rio Air Force Base
RGV Development	Springwood Estates

SUB CONSULTANTS- FIRM EXPERIENCE

City of Edinburg

Relevant Experience Summary – LeFevre Engineering, PLLC

LeFevre Engineering, PLLC has extensive experience delivering complex infrastructure, utility, and public facility projects across South Texas. Their work demonstrates a strong capability in planning, design, construction phase services, and coordination with local, state, and federal entities.

City of Edinburg – North WWTP No.4 Clarifier Rehab

Project Budget is $1.8M

- Demolition of all center support columns, gear drives, troughs and weirs, scum boxes and skimmers, demolition of the sludge rakes, aluminum bridge for the East & West Clarifier.

- Replacement of new aluminum bridge for clarifiers, design and installation of new gear drives, controls, and panels, installation of Ovivo Weirs and troughs, design of new torque tube, center column, installation of new skimmers and rakes, scum box for 55 ft diameter clarifiers.

City of Combes – FM 508 Widening Project
TXDOT PIF: $663K | Award: $408K Reference: Rene Davila P.E, Project Manager

- Led the roadway widening from a 2-lane to a 4-lane section to accommodate new commercial growth.
- Managed environmental clearance, drainage design, and TxDOT PS&E approval.
- Acted as Local Project Representative and managed all construction phase services.

City of Donna – Wastewater Treatment Plant 1.0 and MGD Expansion
Budget: $3.0 M| Budget: $2.0 M

- Wastewater Treatment Plant Expansion: LEMC is preparing preliminary engineering and TCEQ permit amendments for the existing 1.8 MGD WWTP, recommending upgrades including replacing the outdated “race track” system with efficient bubble diffusion, adding a sludge digester, and expanding chlorine contact chambers to support a 1.0 MGD capacity increase. (Budget: $3.0M)

- Water Treatment Plant SCADA Replacement: LEMC is assessing and designing the replacement of the damaged and outdated SCADA system and instrumentation at the WTP, which has been operated manually since Hurricane Dolly.

- Clarifier Rehabilitation: The project includes preliminary assessments for the rehabilitation of clarifiers to restore full operational capacity at the WTP. (Budget: $2.0M)

SUB CONSULTANTS- FIRM EXPERIENCE

City of Edinburg

Progreso International Bridge – FMCSA Inspection Station
Estimated Budget: $9M |Reference: Bobby Sparks, President, CEO (956) 650-0617

- Served as prime engineer for a federal inspection station for ICE and US Border Patrol.
- Designed site grading, lift station, 10” water line with 15+ fire hydrants, and gravity sewer system.
- Managed coordination with GSA, FMCSA, and TCEQ for planning and environmental compliance.

McAllen PUB – Tres Lagos Wastewater Reuse & 29th Street Sports Complex
Estimated Budget: $3.2M | Awarded: $2.77M | Reference: Carlos Gonzalez, Assistant Utility Engineer (956)681-1600

- Replaced asbestos pipelines with 16” PVC reuse water lines and installed over 37,000 LF of pressurized pipe.
- Designed bore crossings, conducted environmental documentation (EID), and coordinated with TWDB and TCEQ.
- Enabled reclaimed water use for a university campus and public sports complex.

Hidalgo County – Delta Connector Drainage Improvements
Construction Cost: $13M| Reference: PR Avila, Former Urban County Director (956) 472-3636

- Provided third-party construction phase engineering and project management.
- Coordinated with landowners and County, reviewed change orders, and ensured environmental compliance.

  Funded by EPA, HUD, and Texas GLO for regional flood mitigation.

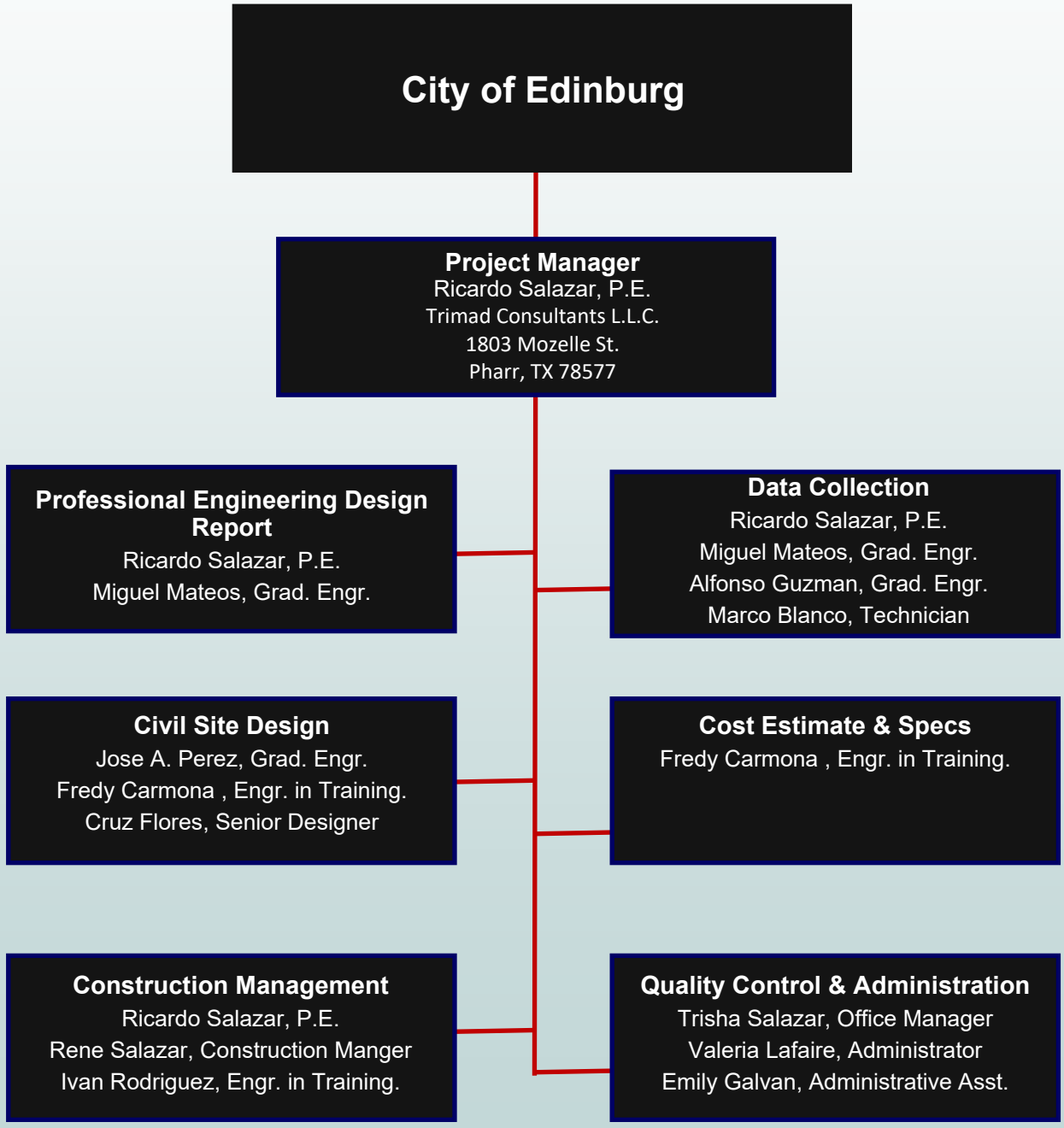
City of Alamo – Lift Station Projects (Morningside & LS No. 6)
Morningside LS: $1.4M | LS No. 6: $3.5M

- Designed a 0.312 MGD lift station and a 2.2 MGD station under Congressional Direct Spending.
- Delivered feasibility reports, environmental documentation, and design-phase services.

PROJECT TEAM

City of Edinburg

Organizational Chart



Project Team

City of Edinburg

Trimad Staff List

The Key Project Personnel is noted below: **Trimad: 1 P.E.**

Trimad Consultants, L.L.C.	
Personnel	**Discipline**
Ricardo Salazar, P.E.	Professional Engineer / President
Jose A. Perez	Graduate Engineer
Fredy Carmona	Engineer In Training
Alfonso Guzman	Graduate Engineer
Miguel Mateos	Graduate Engineer
Ivan Rodriguez	Engineer In Training
Cruz Flores	Senior Designer
Rene Salazar	Construction Manager
Marco Blanco	Technician
Trisha M. Salazar	Office Manager
Valeria Lafaire	Administrator
Emily Galvan	Administrative Assistant
Pablo Gonzalez Jr	Heavy machine operator

Key Team Members and Experience Summary

Provided below is a brief profile for key personnel:

Mr. Ricardo Salazar, P.E. (TRIMAD)

Role: Roadway Design, Water/Wastewater, Program Manager, Construction Manager, Client Liaison

Mr. Salazar has approximately 21-years of experience in the planning and design of civil engineering projects and survey. His project experience includes roadway improvements, drainage infrastructure, sanitary sewer collection, and water distribution. Mr. Salazar is located in Pharr, Texas and is able to quickly respond to any needs. Among communities he's has served include the Cities of Pharr, Elsa, Edcouch, Edinburg, and Weslaco, Edinburg ECISD, La Joya ISD, Hidalgo County, Urban County, and number of private developers in the Rio Grande Valley.

Project Team

City of Edinburg

Mr. Jose A. Perez, Graduate Engineer (TRIMAD)

Role: Roadway/Water/Sanitary Sewer Design Support

Mr. Perez undertakes a variety of tasks including field survey, survey technician and design/drafting technician. He is working under the direction of Ricardo Salazar, P.E. in support design efforts for a wide range of civil type projects (paving and drainage improvements, water and wastewater utility work, educational facilities, residential and commercial development, etc.). Mr. Perez is a proficient AutoCAD Civil 3D Operator and Designer with significant plan/profile, utility plan and profile drafting and design support experience.

Mr. Fredy Carmona, Engineer In Training (TRIMAD)

Role: Roadway/Water/Sanitary Sewer Design Support

Mr. Carmona undertakes a variety of tasks including field survey technician and design/drafting technician. He is working under the direction of Ricardo Salazar, P.E. in support design efforts for a wide range of civil type projects (paving and drainage improvements, water and wastewater utility work, educational facilities, residential, and commercial development, etc). Mr. Carmona is proficient AutoCAD Civil 3D Operator and Designer with significant plan/profile, utility plan and profile drafting and design support experience.

Ricardo Salazar, President & Principal P.E.

EDUCATION

- Associates of Science in Civil Engineering
  South Texas College, 2001
- Bachelor of Science in Civil Engineering
  Texas A&M Kingsville, 2003

PROFESSIONAL LICENSE

Texas P.E. No. 125392

INDUSTRY TIME

21 Years

PROFESSIONAL AFFLIATIONS

⇒ Alamo EDC
- Executive Board Member (former Board President)

⇒ Member of Water Environment Association of Texas (WEAT)

⇒ Member of American Water Works Association (AWWA)

⇒ Member of the American Society of Civil Engineers (ASCE)

⇒ PSJA ISD Engineering Student Chapter Liaison

EMPLOYMENT

TRIMAD Consultants, L.L.C.
Pharr, TX
December 2017—Present

GIC, L.L.C.
Pharr, TX
September 2017—December 2017

S& GE, L.L.C
Pharr, TX
March 2013—September 2017

PROFESSIONAL EXPERIENCE

Ricardo Salazar, Professional Engineer, has over 21 years of experience in a broad range of Civil Engineering areas which include roadway, drainage, utilities, etc. His knowledge and experience have been gained mainly by working with the South Texas Region and its community. Areas that Mr. Salazar has served include the City of Pharr, City of Edcouch Elsa, City of Weslaco, City of Edinburg, City of McAllen, City of Brownsville, City of La Joya, San Antonio Water Supply Corporation, as well as the Counties of Hidalgo, Starr, Cameron, and Willacy.

RELATED PROJECTS

City of Pharr Improvements Project, Pharr, Texas

Mr. Salazar has applied his knowledge to various projects involving the City of Pharr. Many of these projects include utilities, existing right-of-way, assessments, and design of new street improvements for the installation of underground infrastructure within a street paved section. The recent projects completed are as follows:

* Sanitary Sewer Collection System Improvements
* Water Transmission Main Improvements
* Eldora Elevated Storage Tank / Collection System Improvements

City of Pharr NW Collection System Improvements and Lift Station Elimination Project, Pharr, Texas

Mr. Salazar is the assigned Project Manager involved in the planning and design phase of this project. Construction is due to commence in approximately 3 months. During the construction phase of the project, Mr. Salazar will be conducting the critical changes required due to unforeseen and poorly documented record drawings of existing underground infrastructure within project limits, if necessary. In addition, he will conduct construction meetings, submittal reviews, respond to Request for Information (RFI) and Request for Proposals (RFP), construction inspections, approvals of pay requests, review of charge orders, and project completion / close-out.

City of Pharr Water and Wastewater Master Plan, Pharr, Texas

This project involved the analysis of the wastewater treatment plant and collection system to assist the City in developing a capital improvement plan to meet future demands and regulatory requirements. The scope of work included analyzation of existing water and wastewater treatment plants, the collection and distribution system. The tasks also included proposed system alignments, pipe sizing, crossing, and estimates. The completed master plan was designed for 20-year duration.

City of Pharr Wastewater Collection and Lift Station Design Project, Pharr, Texas

The project tasks included the preparation of a wastewater collection system hydraulic model and master plan, design of 23 Miles of wastewater pipelines ranging diameter from 12 inches to 36 inches, decommission 23 lift stations, and design of three (3) new lift stations ranging from 2.4 to 8 mgd. Mr. Salazar was involved during the planning, design, and construction stages of the project. Mr. Salazar conducted critical changes caused by unforeseen and poorly documented record drawings of existing underground infrastructure. Tasks also included meetings, review of submittals, responses to RFI's and RFP's, construction inspections, review and approval of pay requests, review of change orders, etc.

North McAllen WWTP Improvements and Recycle Pump Station, MPU, McAllen, Texas

The purpose of this project involved miscellaneous improvements to reliably produce Type 1 Reclaim Water with inclusion of a storage basin, effluent disk filters, chlorine disinfection, and a recycle pump station. The system was designed to filter all water from the plant and pump station designed to meet 5-mgd peak demand. Mr. Salazar conducted critical changes caused by unforeseen and poorly documented record drawings of existing underground infrastructure. Tasks also included meetings, review of submittals, responses to RFI's and RFP's, construction inspections, review and approval of pay requests, review of change orders, etc.

Hidalgo County Wide Paving and Drainage Improvements (Border Colonia Project), Hidalgo, Texas

Mr. Salazar assisted Precinct No. 1, 2, and 4 on paving and drainage projects throughout the county of Hidalgo. The scope of work involved cost estimates, review of plans, development of proposals, preparation of design and specifications. Routine visits were made to the work site in order to maintain the schedule. Weekly and monthly conferences were held in relation to each project.

Starr County Wide Paving and Drainage Improvements (Border Colonias Project), Starr, Texas

Mr. Salazar assisted the Starr County Precinct involving paving and drainage projects. Additional project tasks include design drawings for road and drainage improvements, periodic site visits for project completion tracking, weekly and monthly conferences for each related project, surveying, and quality control management. The project consisted of drainage and reconstruction of Athens Road for widening of a 24 feet cross section approximately 1 Mile long. Coordination and communication with TxDOT was necessary, as TxDOT was also reconstructing approximately 1 Mile of road tied to this project.

Hurricane Dolly Relief Program / Texas Department of Rural Affairs – Disaster Recovery (TDRA-DR) Round I & II Program – Starr, Hidalgo, Duval and Kleberg County

Mr. Salazar assisted in the designs for road and drainage improvement projects delivered under the Hurricane Dolly TDRA-DR Round I and II programs. The design provided plans and specifications, SW3P, traffic control, and surveying services needed. The project also included street replacement and drainage infrastructure improvements such as culverts, drainage channels, curb inlets, junction boxes, grated inlets, etc. Specific locations for related projects are the Balcones Height Subdivision (Penitas, TX), City of Pharr Downtown Drainage (Pharr, TX), Hutto Road Roadway Drainage (Donna, TX), Catalina Subdivision Drainage (Progreso, TX) and Vales Subdivision Drainage Channel Interceptor (Sullivan City, TX).

IH 37 Hurricane Evacuation Route Improvements, San Antonio, Texas

Mr. Salazar completed the design plans for the expansion of approximately 8 miles of IH 37. The designs included plan and profile sheets, control plans, and small / large bridge sign. TxDOT regulations and design requirements were followed and implemented.
City of San Antonio Paving and Design Improvements, San Antonio, Texas
Mr. Salazar assisted in the design plans for various COSA projects. The designs included plan and profile sheets, traffic control plans, SW3P, and existing and proposed requirements. COSA rules and regulations were implemented.

JOSE A. PEREZ, Graduate Engineer

EDUCATION

Bachelor of Science in Civil Engineering
UTRGV, 2017

INDUSTRY TIME

5 Years

AVAILABILITY

90%

PROFESSIONAL AFFLIATIONS

- ⇒ Member of Water Environment Association of Texas (WEAT)
- ⇒ Member of American Water Works Association (AWWA)
- ⇒ Member of the American Society of Civil Engineers (ASCE)

COMMUNITY SERVICE

PSJA ISD (Pharr, TX)

- ⇒ PSJA ISD Engineering Student Chapter Liaison

PROFESSIONAL EXPERIENCE

Mr. Perez has approximately 5 years of broad range experience in all related field of Civil Engineering which includes sewer networks, reports and construction estimates, and roadway / drainage improvements. His experience has been proudly based in the Rio Grande Valley. The agencies to have received his assistance include the City of Pharr, City of Alamo, City of San Juan, City of Donna, and Brownsville Public Utilities (BPU).

RELATED PROJECTS

Rudy's Lift Station and Force Main - Pharr, Texas

Mr. Perez is assisting with the design of this project which consists of the relocation of the lift station located next to Rudy's Country Store & Bar-B-Q and the force main. It includes the installation of approximately 4,700-lf of 10-inch pipe. The scope of work included an analysis of existing water, wastewater, and irrigation lines from as-builts to check for easements. He was consistently in contact with phone and gas companies for inquiries related to existing underground lines and is currently under design phase. The alignment starts from Eldora Road and will go north to Nolana Road on the right side of the drain ditch, it then proceeds to the east to Rudy's and connects to the newly relocated lift station.

Gravity Line and Abandonment of Lift Station #29 and #33 - Pharr, Texas

Mr. Perez is assisting in the design of this project which consists of the abandonment of two lift stations (#29 & #33) and installation of a gravity line. It includes the installation of approximately 2,900-lf of 15-inch, 1,400-lf of 18-inch, and 2,900-lf of 24-inch pipe. The scope of work includes an analysis of existing water and wastewater from as-builts. He maintains frequent contact with phone and gas companies for inquiries related to existing underground lines and is currently under design phase. Mr. Perez has coordinated with TxDOT / AEP for permit acquisition and crossing permit from Hidalgo County Irrigation District No. 2. (HCID No. 2). The alignment starts from Sioux Road and will go north to Eldora Road on the left side of the drain ditch, and it will switch to the right side before crossing the drain ditch (H.C.D.D No. 1) which then goes west crossing Sugar Road in between Sugar and Jackson Road it will go north to connect with lift station #29. Mr. Perez is assisting with the paving design of Eldora Road which consists of the reconstruction of the road, where gravity is going to be installed, of 2,800 linear feet. The paving of this project will commence from Allen and William Arnold Elementary School and will finish halfway between Jackson Road and Sugar Road.

City of Alamo CDBG - MIT Project - Alamo, Texas

Mr. Perez is assisting the City of Alamo in designing proposed improvements and calculating estimates corresponding to the 2015, 2016, and 2018 Texas General Land Office (TxGLO) funding applications. The City Board Members provided their assistance in selecting the most impacted areas impacted by recent flooding due to natural disasters. Based on the information gathered, certain estimates were developed respecting the grant budget. The applications' estimates consisted of the proposed drainage system, water plant improvements, street improvements, sewer improvements, and replacing existing clay lines.

WWTP Headworks Improvements - Pharr, Texas

Mr. Perez is currently assisting in the project design which requires the demolition and replacement of the existing headworks and associated lift station. It includes the redirection of the existing gravity flow mains from the City's sanitary sewer collection as well as the plant drain line to the new lift station. The scope of work includes calculating for wastewater flow projections to match the projected year 2040 plant flows, analyzing and designing new yard piping to accommodate to the upgraded headworks facility, and develop an opinion of probable

City of Donna CDBG-MIT Project - Donna, Texas

Mr. Perez assisted the City of Donna in designing proposed improvements and calculating estimates corresponding to the 2019 Texas General Land Office (TxGLO) Lower Rio Grande Valley Floods funding application. The City board members provided assistance in selecting the most impacted areas from recent flooding due to natural disasters. Based on the information that was gathered, certain estimates were developed respecting the grant budget. The applications' estimates consisted of proposed drainage system and sewer improvements.

I/2 – I-69C Interchange Project - Pharr, Texas

Mr. Perez provided assistance to Dragados - Pulice Joint Venture with the relocation of an existing sanitary sewer line which consisted of the abandonment of an existing 10-inch sanitary sewer line and redirected the flow to a southerly east direction. It included the installation of approximately 380-lf of 10-inch PVC sanitary sewer pipe. The scope of work included an analysis of existing water, wastewater, and drainage from as-builts. The alignment begins from the west ROW of North Cage Blvd. (I/69C) going southwest approximately 100-lf which then goes east to conne0ct to an existing sanitary sewer manhole approximately 280-lf on E. Warren Ave.

City of Alamo Morningside South-Sewer Project - Alamo, Texas

Mr. Perez is assisting in the design of this project which consists of a new 0.31 MGD lift station, installation of a gravity line, and force main. It includes the installation of approximately 2,210-lf of 8-inch and 720-lf of 4-inch force main. The scope of work includes an analysis of existing water and wastewater from as-builts. He maintains frequent contact with gas companies and City of Alamo Public Works personnel for inquiries related to existing underground lines and is currently under design phase. The alignment starts along Ridge Rd. and goes along Morningside South Subdivision alleys for the gravity line and East from starting point to an existing manhole in front of Mayfair Subdivision for the force main. The Lift Station will be installed in front of a proposed subdivision East of Morningside South Subdivision along Ridge Rd.

City of San Juan Lift Station No. 6 – San Juan, Texas

Mr. Perez is assisting in the design of this project which consists of the abandonment and relocation of Lift Station No. 6 and installation of a gravity line. It includes the installation of approximately 1,318-lf of 24-inch and 68-lf of 12-inch force main. The scope of work includes an analysis of existing water and wastewater from as-builts. He maintains frequent contact with gas companies, TXDoT, and City of San Juan Public Utilities personnel for inquiries related to existing underground lines and is currently under design phase. The alignment starts from the existing lift station along Cesar Chavez Rd and goes South approximately 1,100-lf to the proposed lift station location. The force main will tie in to the existing force main located on the east side of Cesar Chavez. The Lift Station will be installed in front of a proposed subdivision (Oak Ridge Estates) and will be designed to service the majority of the north side of the City of San Juan.

FREDY CARMONA,
Engineer In Training

EDUCATION

Bachelor of Science in Civil Engineering
UTRGV, 2021

INDUSTRY TIME

3 Years

PROFESSIONAL LICENSE

Texas EIT No. 80731

AVAILABILITY

70%

PROFESSIONAL AFFLIATIONS

- ⇒ Member of Water Environment Association of Texas (WEAT)
- ⇒ Member of American Water Works Association (AWWA)
- ⇒ Member of the American Society of Civil Engineers (ASCE)

PROFESSIONAL EXPERIENCE

Mr. Carmona has approximately 2-year experience in the Civil Engineering field and is proudly based in the Rio Grande Valley. His most recent experience includes roadway, drainage, and civil sites. Under the supervision of Mr. Salazar, P.E., Fredy has been able to deliver in Civil Engineering Design, Construction Management, Paving / Road and Drainage improvements.
Mr. Carmona's experience also includes coordination with TxDOT and County officials for successful project completion of state funded projects.

RELATED PROJECTS

City of San Juan Alta Vista Sub Water & Sanitary Sewer Improvements Project – San Juan, Texas

Mr. Carmona is currently assisting the City of San Juan in the assessment and design of the water line system and sanitary sewer collection system improvements within Alta Vista Subdivision in the City of San Juan. The scope of work consists of the installation of approximately 1,584 lf of 8" C-905 DR PVC Water Line and 2,000 lf of 8" PVC sanitary sewer line. This project also consists of site preparation, sedimentation, erosion control and pavement repairs.

City of Alamo Sanitary Sewer Improvements Project – Alamo, Texas

Mr. Carmona is currently assisting the City of Alamo in the assessment and design of a proposed sanitary sewer collection system within Bonita Estates in the City of Alamo. The proposed sanitary sewer collection system within Bonita Estates in the City of Alamo. The scope of work consists of approximately 540 lf of 12" PVC, 1,040 lf of 10" PVC, and 3,180 lf of 8" PVC of sanitary sewer line to connect to an existing sanitary sewer collection system. This project also consists of site preparation, sedimentation, erosion control and pavement repairs.

City of San Juan Sanitary Sewer Improvements Project - San Juan, Texas

Mr. Carmona successfully assisted the City of San Juan in the assessment and design for the improvements to the existing sanitary sewer line within Iowa road in the City of San Juan. The scope of work consisted of approximately 194 lf of sanitary sewer line to connect to the existing sanitary sewer collection system. This project also consisted of site preparation, sedimentation, erosion control, and pavement repairs.

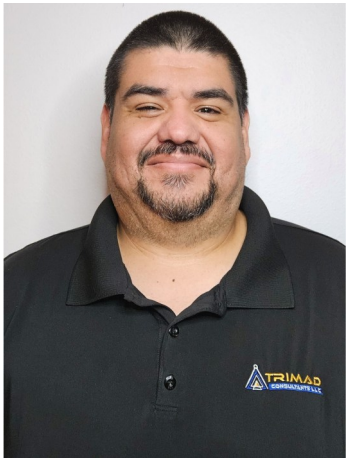
CSJ# 0921-02-311 North Alamo Road - Hidalgo, County

Mr. Carmona served in the project management team that assisted Hidalgo County to oversee the realigning of FM 1925 to 0.54mi. north of FM 1925 (North Alamo Rd). The project consisted of grading, cement treated subgrade, lime treated flexible base, drainage structures, asphalt concrete pavement, signing, delineation, and pavement markings.

CSJ# 0039-19-061 IH-2 - Cameron County

Mr. Carmona assisted and coordinated with TxDOT in the project management and inspection of the milling and overlay of Interstate Highway 2. The length of the project was approximately 9 miles eastbound and westbound of IH-2 from Hidalgo and Cameron County Line to Dixie Rd. The project consisted of milling, SMA overlay, and pavement markings.

CRUZ FLORES,
Senior Designer



INDUSTRY VENTURE
19 Year
AVAILABILITY
90%

PROFESSIONAL EXPERIENCE

Mr. Flores has experience in all aspects of project design, coordination, and construction administration. Mr. Flores has nineteen (19) years of experience working on public infrastructure projects. He has been a team member of design groups designing master planned communities that include the City of Pharr, Elsa, Edcouch, Donna, Weslaco, Edinburg, McAllen, Brownsville, La Joya, Mission, Palmview, Penitas as well as Hidalgo County, Cameron County, and Starr County.

RELATED PROJECTS

City of Alamo Morningside South-Sewer Project—Alamo, Texas

Mr. Flores is assisting in the design of this project which consists of a new 0.31 MGD lift station, installation of a gravity line, and force main. It includes the installation of approximately 2,210-lf of 8-inch and 720-lf of 4-inch force main. The scope of work includes an analysis of existing water and wastewater from as-builts. He maintains frequent contact with gas companies and City of Alamo Public Works personnel for inquiries related to existing underground lines and is currently under design phase. The alignment starts along Ridge Rd. and goes along Morningside South Subdivision alleys for the gravity line and East from starting point to an existing manhole in front of Mayfair Subdivision for the force main. The Lift Station will be installed in front of a proposed subdivision East of Morningside South Subdivision along Ridge Rd.

City of San Juan Lift Station No. 6 – San Juan, Texas

Mr. Flores is assisting in the design of this project which consists of the abandonment and relocation of Lift Station No. 6 and installation of a gravity line. It includes the installation of approximately 1,318-lf of 24-inch and 68-lf of 12-inch force main. The scope of work includes an analysis of existing water and wastewater from as-builts. He maintains frequent contact with gas companies, TXDoT, and City of San Juan Public Utilities personnel for inquiries related to existing underground lines and is currently under design phase. The alignment starts from the existing lift station along Cesar Chavez Rd and goes South approximately 1,100-lf to the proposed lift station location. The force main will tie in to the existing force main located on the east side of Cesar Chavez. The Lift Station will be installed in front of a proposed subdivision (Oak Ridge Estates) and will be designed to service the majority of the north side of the City of San Juan.

City of Pharr Wastewater Collection and Lift Station Design Project, Pharr, Texas

This project included preparation of a wastewater collection system hydraulic model and masterplan, design of 23 miles of wastewater pipelines, ranging in diameter from 12 inches to 36 inches, decommissioning of 23 lift stations, and design of three new lift stations, ranging in size from 2.4 to 8-mgd. Mr. Flores was involved throughout the planning, design, and construction of the project.

City of San Juan Sgt. Leonel Trevino Sanitary Sewer Improvements Project- San Juan, Texas

Mr. Flores successfully assisted the City of San Juan in the assessment and design for the improvements to the existing force main line within Sgt. Leonel Trevino Road in the City of San Juan. The scope of work consisted or rerouting approximately 1033 LF of 6in force main to connect to the existing sanitary sewer collection system. This project also consisted of site preparation, sedimentation, erosion control, and pavement repairs. connect to the existing sanitary sewer collection system. This project also consisted of site preparation, sedimentation, erosion control, and pavement repairs.

City of Alton 2012-2014 TWDB Clean Water State Revolving Fund Project, Alton, Texas

This project included connections, collection lines, transmission lines, and upgrades to an existing lift station for a total of sixteen (16) subdivisions providing 578 connections. Mr. Flores was involved throughout the planning, design, coordinated with TxDOT with repaving, insured the contractor was on schedule.

City of Mercedes TWDB Clean Water State Revolving Fund (CWSRF) Wastewater Collection and Wastewater Treatment Plant SCADA

Mr. Flores created provided project management for rehabilitation of old, dilapidated clay sewer lines with a new technology of Cured In Place Pipe (CIPP) and rehabilitation of twenty-four (24) existing lift stations funded with a $4.3M grant from the TWDB.

Zavala County Water Control & Improvement District No.1 Wastewater Improvements Project

This project consisted of a new 0.6 MGD wastewater treatment plant and collection system, including lift stations, for a community that has never had a centralized sewer system. Mr. Flores was involved from the initial preliminary phase all the way the construction phase of the project.

McAllen Public Utilities Board-Tres Lagos Wastewater Reuse Project & 29th Street Sports Complex Wastewater Reuse Project 2016

Mr. Flores provided McAllen PUB with civil design for the proposed wastewater collection improvements project. The project consisted of abandoning the existing undersized and inadequate water lines and replace with 16-inch PVC wastewater reuse line. Their was approximately 60-70 fire hydrants and 1500 linear feet of 12-ince bore construction with 12-inch steel casing installed. This project benefited the entire area of Tres Lagos by improved facilities and the deletion of asbestos water lines currently being used.

TWDB CWSRF Project No. 73642 City of Mercedes-Sanitary Sewer Collection System Rehabilitation Project

The project consists of rehabilitation to two (2) lift stations; demolition/reconstruction of one main (1) lift station; approximately 32,000 linear feet of Cured-In-Place Piping and Pipe Bursting of old, dilapidated clay sewer lines; and manhole replacement/rehabilitation. Mr. Flores was involved from the initial preliminary phase all the way the construction phase of the project, where he assisted in on field changes from unforeseen problems.

City of Combes-Crosswind Landing Public Park & Commercial Development-Utilities & Drainage

In this project we provided City of Combes with environmental services, park and subdivision planning, Water and Wastewater Infrastructure Design, Road and Drainage Design, Planning, Construction Phase Engineering, and Inspection for Crosswind Landing Development and Loves Truck Stop Water & Sewer Improvements located in Combes, Texas: The City of Combes utilized $11M in Public Bonds Issuance in the development of the proposed development to include ten (10) commercial lots for restaurants, hotels, and retail development along I-69 Corridor. Mr. Flores assisted in providing drainage and detention for a Love's Gas Stop located adjacent to the development, including over 2000 linear feet of water and sewer infrastructure for the Love's and the Development.

Progreso International Bridge FMCSA Inspection Station Design and Water & Wastewater Facilities

As the prime designer for the Progreso International Bridge, Mr. Flores provided preliminary design for a two-bay inspection station, including underground inspection pits, catwalks for overhead inspections, metal canopy for both bays, parking, 8800 cy of 14" concrete/steel reinforced driveways and roads, administration building coordination designed by architect, for the Owners of the Progreso Bridge, General Services Administration (GSA) and the Federal Motor & Carrier Services Administration (FMCSA) for the use by US Border Patrol & US Immigrant & Customs Administration (ICE) agents for vehicular inspections of commercial trucks. The overall cost estimate of the project is $9M for construction. Bridge Administration is waiting on approval and notice to proceed from the General Services Administration. Included in the design was a new lift station for industrial site development to be utilized by the FMCSA inspection station. New 10" waterline was designed and installed which included over 15 fire hydrants.

RESUME **WESLEY RICHARD LEFEVRE, PE, CFM**

Mr. LeFevre is authorized by the Texas Board of Professional Engineers to practice in Environmental Engineering and Civil Engineering License No. 102200 since 2008.

FIELDS OF EXPERIENCE

- Drainage and Conveyance
- Road Design
- Water and Water Treatment Plants
- Wastewater Lift Stations
- Wastewater Treatment Plants
- Civil Engineering for Design and Construction of Public Buildings
- Environmental Engineering
- Project Management & Construction Phase Engineering

Mr. LeFevre has spearheaded projects with US General Administration Services (GSA), US Federal Motor Carrier Safety Administration (FMCSA); US Environmental Protection Agency (EPA); US Housing & Urban Development (HUD) and the US Army Corp of Engineers in relation to infrastructure such as roads, drainage, parks, planning, estimates, survey, geotechnical and material testing evaluations, design, and construction phase services for federal, state, and locally funded projects. Mr. LeFevre has successfully designed and federal infrastructure projects with relation to federal funding applications, federal design standards and requirements, environmental impact assessments, federal environmental permits, project management, construction phase engineering, and project. Mr. LeFevre will serve as the primary point of contact for inquiries with regards to contracts, design requirements, design, bidding and advertising for federal projects, and construction phase services such as construction engineering and inspection.

Education:

Bachelors of Science, 1993
Hardin-Simmons University

Masters of Science, 2000
Texas A&M University at Corpus Christi

Registrations/Certifications:

Professional Engineer, Texas,
No. 102200

Certified Floodplain Manager - Texas

Merchant Mariner Certificate:

USA000594483

Years of Experience:

22

Mr. LeFevre is also a **Certified Floodplain Administrator**. Mr. LeFevre can act on behalf of the Client with regards to all Federal Environmental Management Administration requirements with flood plain administration and reviews and will ensure that all projects comply with Federal Drainage Requirements and ensure that all standards will also comply with FEMA.

EXPERIENCE

2021-PRESENT

LeFevre Engineering, PLLC.– Currently President and Owner of LeFevre Engineering, LLC. As Project Engineer and Principal for the firm, Mr. LeFevre currently leads all aspects of projects. office, specializing in Civil and Environmental aspects of all projects.

2010-2021

LeFevre Engineering & Management Consulting, LLC - Owner and President of LeFevre Engineering and Management Consulting, LLC. Responsible for supervision of day-to-day activities, project control, coordination, and scheduling during all phases of engineering and surveying projects.

2006 – 2010

Guzman & Munoz Engineering and Surveying, Inc., - McAllen, TX. - Served as Project Engineer and Principal for the McAllen office, specializing in Civil and Environmental aspects of all projects.

2004 – 2006

Turner Collie & Braden Inc. – Pharr, TX. Served as Environmental Specialist and Project Manager for regional offices in South Texas for Texas Water Development Board- Economically Distressed Areas Program (TWDB-EDAP), Border Environment Cooperation Commission (BECC), and North American Development Bank (NADBank) projects.

2001 – 2004

Texas Engineering Extension Service-Texas A&M University Frank M. Tejeda Center for Excellence in Environmental Operations – Coordinated and provided outreach, technical assistance and professional education in the United States and Mexico spearheaded to improve the delivery of water, wastewater, solid waste, and other environmental systems to residents along the Texas/Mexico Border. Conducted on-site assessments of utility management and operation and analyzed the results of assessments performed by others. Used the results of these assessments to design tailored assistance mechanism.

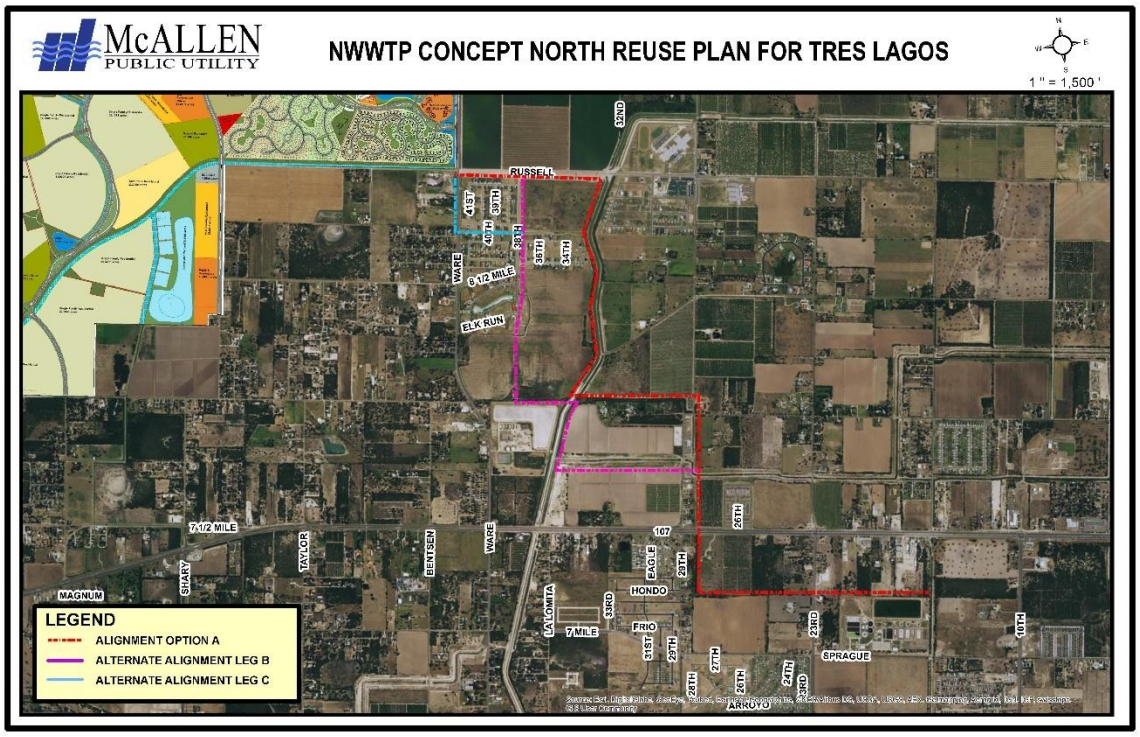
PROJECT EXPERIENCE

PROGRESO INTERNATIONAL BRIDGE FEDERAL MOTOR CARRIER & SAFETY ADMINISTRATION INSPECTION STATION, PROGRESO, TX

Mr. LeFevre provided design for Preliminary Layouts, Survey, Geotechnical Reports, Traffic Planning, Design, for the Federal Carrier & Motor Safety Administration (FMCSA) Inspection Station to be utilized by the US Immigration & Customs (ICE) and US Border Control (USBP) for vehicular inspection at the International Bridge. The project owner is Progreso International Bridge (Sparks Limited, LTD). The project consists of a 1836 sqft Administration building and a two (2) bay truck inspection station with underground inspection facility and a metal canopy over the two bays. LeFevre Engineering provided traffic design for truck driveways to the inspection station, roadway design parking, drainage, detention, water and wastewater design for off-site and onsite systems. Coordination and approval is being provided by the GSA and FMCSA. : $10.0M

MCALLEN PUBLIC UTILITIES BOARD – TWDB TRES LAGOS WASTEWATER REUSE PROJECT & 29TH STREET SPORTS COMPLEX WASTEWATER REUSE PROJECT

Mr. LeFevre provided environmental, design, and construction phase services for McAllen PUB wastewater reuse project located in the Tres Lagos Development. Mr. LeFevre provided civil design, Environmental Assessment (EID), and also provided construction management services for the proposed wastewater collection improvements project. The project consisted of abandoning the existing undersized and inadequate water lines and replacing them with 16-inch PVC wastewater reuse line. There were approximately 60-70 fire hydrants and 1500 linear feet of 12-ince bore construction with 12-inch steel casing installed. This project will benefit the entire area of Tres Lagos by improved facilities and the deletion of asbestos water lines currently being used. Currently under design. *Construction Cost Engineer's Opinion of Probable Cost : $3.2M*



CITY OF ALTON 2012-2014 TWDB CLEAN WATER STATE REVOLVING FUND PROJECT, ALTON, TEXAS

LEMC submitted the Tier III application and completed the design for this $9.6M Improvement Project. The construction of a wastewater collection system improved the quality of life throughout the subdivisions and the surrounding area. The project included connections, collection lines, transmission lines, and upgrades to an existing lift station for a total of sixteen (16) subdivisions providing 578 connections. LEMC analyzed the project schedule, coordinated with TxDOT with repaving, insured the contractor was on schedule, reviewed pay applications, and all change orders. LEMC provided the construction phase management for the project and the project was completed on time and within budget.

Project Budget: $9.6M

CITY OF MERCEDES TWDB CLEAN WATER STATE REVOLVING FUND (CWSRF) WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

Mr. LeFevre, while with a previous firm, provided design, application, project management and construction phase engineering for the City of Mercedes $13.6M Wastewater Treatment Plant Improvements Project. Mr. LeFevre provided budgets, maintained project schedules, oversaw project status meetings, and provided

construction phase engineering for a wastewater project that included improving the wastewater treatment plant capacity from 2.3MDG (million gallons per day) to 5.0MGD. The original project was a $7.5 M Disadvantaged Communities CWSRF loan at 0% with a $6.1M injection of 100% grant from the American Recovery and Reinvestment Act (ARRA). *Engineer's Estimate: $13M Construction Cost: $13.6M*

CITY OF MERCEDES TWDB CLEAN WATER STATE REVOLVING FUND (CWSRF) WASTEWATER COLLECTION AND WASTEWATER TREATMENT PLANT SCADA IMPROVEMENTS

Mr. LeFevre, while with a previous firm, provided funding coordination with the TWDB, design, signed and sealed plans, and provided project management for rehabilitation of old, dilapidated clay sewer lines with a new technology of Cured In Place Pipe (CIPP) and rehabilitation of twenty-four (24) existing lift stations funded with a $4.3M grant from the TWDB. Mr. LeFevre also provided design for the implementation of a Supervisory Control & Data Acquisition (SCADA) system for the existing wastewater treatment plant. The improvements were funded by the American Recovery and Reinvestment Act (ARRA) second round of funding coordinated by Mr. LeFevre and TWDB project engineers. *Engineer's Estimate: $4.3 M Construction Cost: $4.3M*

ZAVALA COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1- WATER IMPROVEMENT PROJECT: RADIUM REMOVAL SYSTEM

Mr. LeFevre, as the engineer of record, designed and is providing project management for the installation of a Radium Removal System for Zavala County Water Control & Improvement District No. 1. As the engineer of record, Mr. LeFevre prepared all application documents and design documents. LEMC performed as the construction engineer for this project. The District was under a Compliance Order issued by the TCEQ for exceeding the maximum contaminant levels allowed by the Environmental Protection Agency (EPA) and TCEQ for combined Radium and Gross Alpha Particles. As a result of Mr. LeFevre and his "planning to construction" method, he negotiated with the TWDB to use the additional funding remaining from other sewer projects to provide a cost effective system for the District for the removal of Radium and Gross Alpha Particles. Mr. LeFevre provided the engineering supervision and signed and sealed the Pilot Study of the WRT, Inc. Z-88 Radium Removal system which is a first of its kind in Texas.

Construction Cost: $1.14M

ZAVALA COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 -WASTEWATER IMPROVEMENTS PROJECT

Mr. LeFevre, while with a previous firm, was the engineer of record, signed and sealed all plans, designed, managed, and provided construction phase engineering for a $5.8 M **TWDB** Economically Distressed Areas Program (EDAP) Project funded with 100% grant funding. Mr. LeFevre, while employed with another firm, took over the project that was previously approved in 1998 and had "stalled". Mr. LeFevre developed a new project budget, design, coordinated with the TWDB, and bid the project $3.9M under original engineer's budget and $1.7M below new engineer's estimate. The project consisted of a new 0.6 MGD wastewater treatment plant and collection system, including lift stations, for a community that has never had a centralized sewer system.

Project Cost: $5.8M

Contact: Mrs. Jill Kimball, Former General Manager, ZCWCID No. 1

CITY OF DONNA – WASTEWATER TREATMENT PLANT 1.0 MGD EXPANSION 2016

LEMC has been hired to prepare preliminary engineering, TCEQ Permitting Amendment for Discharge Permit, and planning for the existing 1.8MGD Rotary/Oxidation Wastewater Treatment Plant. LEMC has recommended to the City of Donna to achieve the 1.0MGD expansion that the existing "race track" system that is non-efficient and antiquated be replaced with bubble diffusion. It is more efficient and will increase the capacity. A sludge digestor is being recommended to reduce the amount of sludge being disposed of and the existing chlorine contact chambers will need to be increased. *Project Budget is $3.0M*

CITY OF DONNA – WASTEWATER TREATMENT PLANT - 2016

LEMC has been hired to replace the antiquated and damaged SCADA system and instrumentation at the existing WTP. The system was damaged during Hurricane Dolly and the system has not been replaced. The existing personnel are running the system manually. LEMC has been hired for preliminary assessments for replacing the entire SCADA system, instrumentation, and clarifiers rehabilitation. *Project Budget is $2.0M*

PROFESSIONAL REFERENCE PAGE

REFERENCES FOR RICHARD LEFEVRE, PE, CFM

PROFESSIONAL REFERENCES

REFERENCE NAME	**Commissioner Ann Forbes**		
TITLE	Commissioner	**ORGANIZATION**	CITY OF COMBES
ADDRESS	21626 HAND RD. COMBES, TX 78535		
PHONE	956-423-3515	**EMAIL**	wwforbes44@gmail.com
PROFESSIONAL RELATIONSHIP	Commissioner Combes – Provided engineering design services for FM 508 Widening Project and Crosswind Landing Drainage.		

REFERENCE NAME	**Carlos Gonzalez, PE**		
TITLE	Program Engineer	**ORGANIZATION**	MCALLEN PUBLIC UTITITIES BOARD
ADDRESS	1300 Houston Ave, McAllen, Texas 78501		
PHONE	956-681-1600	**EMAIL**	cagonzalez@mcallen.net
PROFESSIONAL RELATIONSHIP	Former Supervisor for projects in McAllen, Texas, for McAllen, PUB. Mr. LeFevre worked with Mr. Gonzalez on previous project in McAllen funded by Texas Water Development Board.		

REFERENCE NAME	**Bobby Sparks**		
TITLE	Owner	**ORGANIZATION**	Progreso International Bridge
ADDRESS	251 S International Blvd., Progreso, Texas, 78579		
PHONE	956-650-0617	**EMAIL**	srsbs@aol.com
PROFESSIONAL RELATIONSHIP	Mr. Sparks is Owner of the Progreso International Bridge and current client of LeFevre Engineering.		

REFERENCE NAME	**Hector Siller, PE**		
TITLE	District Engineer	**ORGANIZATION**	Texas Department of Transportation – Pharr District
ADDRESS	600 W Interstate 2, Pharr, Texas, 78577		
PHONE	956-243-3230	**EMAIL**	HectorSiller@txdot.gov
PROFESSIONAL RELATIONSHIP	TXDOT Engineer that oversaw design and preliminary planning for FM 508		

PROJECTS/ REFERENCES

Reference One

Client's Name: City of Alamo
Type of Organization: Municipal
Address: 420 N Tower Rd Alamo, TX 78516

Contact Person: Robert Salinas **Title:** City Manager
Telephone: (956) 787-0006 **E-mail:** bsalinas@alamotexas.org

Project Information

Name of Project: Sanitary Sewer Improvements Project
Contract Period: From 02/17/2022 to 05/024/2024
Cost: Projected $: 58,271.00**Actual $:** 58,271.00
Project Status: Completed **Timeframe: Projected:** -___ **Actual:** 582 days

Role: TRIMAD Consultants provided a full range of professional services essential to the successful delivery of the project, including comprehensive data collection and topographic surveying to establish accurate existing site conditions. Our team developed detailed engineering design plans tailored to meet project objectives and regulatory requirements. Throughout the construction phase, TRIMAD delivered ongoing support services such as construction administration, on-site inspections, coordination with contractors, and quality assurance to ensure that the project was executed efficiently, safely, and in full compliance with all applicable standards

Reference Two

Client's Name: City of San Juan

Type of Organization: Municipal
Address: 709 S Nebraska Ave

Contact Person: Juan Martinez **Title:** Utilities Director
Telephone: (956) 223-2000 **E-mail:** Jmartinez@sjtx.us

Project Information

Name of Project: Sgt. Leonel Trevino Sanitary Sewer Improvements -
Contract Period: From 05/23/2024 to 03/18/2025
Cost: Projected $: 120,350.00 **Actual $:** 120,350.00
Project Status: Completed **Timeframe: Projected:**12 months **Actual:** 10 months

Role: Trimad Consultants provided comprehensive sanitary sewer improvements through a multi-phase approach that included field data collection, condition assessments, and system analysis to

identify critical needs. Our team delivered detailed engineering design solutions tailored to address capacity, compliance, and efficiency issues. Additionally, Trimad oversaw all aspects of the construction phase, including bidding support, contractor coordination, on-site inspection, and construction administration, ensuring that the project was completed on time, within budget, and to the highest quality standards.

Reference Three

Client's Name: City of San Juan

Type of Organization: Municipal
Address: 512 S Nebraska Ave., San Juan, TX 78589

Contact Person: Juan Martinez **Title:** Utilities Director
Telephone: (956) 223-2200 **E-mail:** Ruben.rosales@pharr-tx.gov

Project Information

Name of Project: Subdivision Standards Manual

Role: Trimad Consultants' Scope of Services for the Subdivision Standards Manual included conducting a preliminary meeting with city staff to establish goals and gather input, followed by the preparation of the draft manual incorporating technical standards, design criteria, and regulatory guidelines. Upon completion, Trimad participated in a final review meeting to present the manual, address feedback, and support the adoption process.

Contract Period: From 02/16/2024 to 09/25/2024
Cost: Projected $: 25,000.00 **Actual $:** 25,000.00
Project Status: Completed **Timeframe: Projected:**__-__ **Actual:** 161 workdays

Reference Four

Client's Name: City Of Elsa
Type of Organization: Municipal
Address: 102 Diana St, Elsa, TX 78543

Contact Person: Daniel Rivera **Title:** EDC Director
Telephone: (956) 262-2127 **E-mail:** drivera@elsaedc.com

Project Information

Name of Project: Weaver Rd. and Parking Lot Improvements

Role: TRIMAD Consultants performed design, bid, and construction phase services for improvements to Weaver Ave roadway and parking lot. Mr. Salazar along with graduate engineers Jose A Perez and Freddy Carmona were assigned to this project. The project embarked on removing existing caliche and removal of biodegradable erosion control logs. It also included renovation of an existing tree. This roadway was predominately residential and approximately 32-ft wide. Valley gutters were incorporated at intersections as necessary.

Contract Period: From 8/4/2023 to 03/28/2024
Cost: Projected $: 158,1717.20 **Actual $:** 158,1717.20
Project Status: Completed **Timeframe: Projected:**__-___ **Actual:** 169 Workdays

Reference Five

Client's Name: City of San Juan
Type of Organization: Municipal
Address: 512 S Nebraska Ave., San Juan, TX 78589

Contact Person: Juan Martinez **Title:** Utilities Director
Telephone: (956) 223-2200 **E-mail:** jmartinez@sjtx.us

Project Information

Name of Project: Alta Vista Waterline and Sanitary Sewer Improvements

Role: Trimad Consultants provided a comprehensive scope of services for the project, beginning with data collection and topographic surveying to establish accurate existing site conditions. Our team conducted thorough research and reviewed all relevant documentation, including utility records, previous reports, and regulatory requirements. Site visits were performed to assess field conditions and validate critical design parameters. During the design phase, we developed detailed engineering plans, technical specifications, and coordinated with stakeholders to ensure all project goals were met. In the construction phase, Trimad provided full support through construction administration, contractor coordination, and on-site inspections to ensure the project was completed efficiently, safely, and in compliance with all applicable standards.

Contract Period: From 2/28/2023 to 12/13/2024

Cost: Projected $: 772,618.00 **Actual $:** 772,618.00
Project Status: Completed **Timeframe: Projected:**__-__ **Actual:** 468 workdays

PROFESSIONAL REFERENCE PAGE

REFERENCES FOR RICHARD LEFEVRE, PE, CFM

PROFESSIONAL REFERENCES

REFERENCE NAME	**Commissioner Ann Forbes**		
TITLE	Commissioner	**ORGANIZATION**	CITY OF COMBES
ADDRESS	21626 HAND RD. COMBES, TX 78535		
PHONE	956-423-3515	**EMAIL**	wwforbes44@gmail.com
PROFESSIONAL RELATIONSHIP	Commissioner Combes – Provided engineering design services for FM 508 Widening Project and Crosswind Landing Drainage.		

REFERENCE NAME	**Carlos Gonzalez, PE**		
TITLE	Program Engineer	**ORGANIZATION**	MCALLEN PUBLIC UTITITIES BOARD
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PHONE	956-681-1600	**EMAIL**	cagonzalez@mcallen.net
PROFESSIONAL RELATIONSHIP	Former Supervisor for projects in McAllen, Texas, for McAllen, PUB. Mr. LeFevre worked with Mr. Gonzalez on previous project in McAllen funded by Texas Water Development Board.		

REFERENCE NAME	**Bobby Sparks**		
TITLE	Owner	**ORGANIZATION**	Progreso International Bridge
ADDRESS	251 S International Blvd., Progreso, Texas, 78579		
PHONE	956-650-0617	**EMAIL**	srsbs@aol.com
PROFESSIONAL RELATIONSHIP	Mr. Sparks is Owner of the Progreso International Bridge and current client of LeFevre Engineering.		

REFERENCE NAME	**Hector Siller, PE**		
TITLE	District Engineer	**ORGANIZATION**	Texas Department of Transportation – Pharr District
ADDRESS	600 W Interstate 2, Pharr, Texas, 78577		
PHONE	956-243-3230	**EMAIL**	HectorSiller@txdot.gov
PROFESSIONAL RELATIONSHIP	TXDOT Engineer that oversaw design and preliminary planning for FM 508		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2025

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

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

PRODUCER	CONTACT NAME: Amairani Chavarria	
Lone Star Insurance Services, Inc 520 E Nolana, Ste 110 (P. O. Box 3988) 78502 McAllen TX 78504	PHONE (A/C, No, Ext): (956) 682-1722	FAX (A/C, No): (956) 682-1742
	E-MAIL ADDRESS: chavarriaa@lonestar-ins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Trimad Consultants LLC 1803 Mozelle St Pharr TX 78577	INSURER A : Kinsale Insurance Company (AmWINS)	
	INSURER B : Texas Mutual Insurance Company	
	INSURER C : Lloyd's of London (AmWINS)	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2541502175 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:		Y	0100211130-2	10/18/2024	10/18/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,00,000
							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 [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002084863	10/19/2024	10/19/2025	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	PSN0340300560		Y	PSN0340300560	03/28/2025	03/28/2026	General Aggregate	2,000,000
							Each Occurrence	1,000,000

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

Thirty (30) day notice of cancellation on general liability policy.

CERTIFICATE HOLDER

For Insurance Purpose Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Amairani Chavarria

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2024

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

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

PRODUCER	CONTACT NAME: Jose Gonzalez	
The Gonzalez Agency 4949 Walzem Rd San Antonio TX 78218	PHONE (A/C, No, Ext): (210) 591-7058	FAX (A/C, No):
	E-MAIL ADDRESS: j.gonzalez@gonzalez-agency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : STATE AUTOMOBILE MUT INS CO	25135
INSURED Trimad Consultants LLC 1803 Mozelle St Pharr TX 78577	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ 19 ☐	Y	Y	10207064CA	07/16/2024	07/16/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Portland
1900 Billy G Webb
Corpus Christi TX 78374

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

Jose L. Gonzalez Jr.

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REQUIRED STATEMENTS & INFORMATION

City of Edinburg

STAMENT OF NO INSURANCE CLAIMS

Trimad Consultants hereby confirms that there have been no insurance claims filed against the firm within the past five (5) years. Our company remains committed to maintaining the highest standards of professional integrity, safety, and quality in all our projects and operations.

Should any additional documentation or verification be required, please do not hesitate to contact us.

PROFESSIONAL SERVICE AGREEMENT

We confirm that Trimad Consultants has reviewed the Professional Services Agreement provided. We further affirm that Trimad Consultants meets and will maintain the prerequisite insurance requirements specified in the agreement. If selected, Trimad to enter into and execute the Professional Services Agreement as outlined.

CONTACT INFORMATION:

Name: Ricardo Salazar

Title: President

Address: 1803 W Mozelle St. Pharr, TX 78577

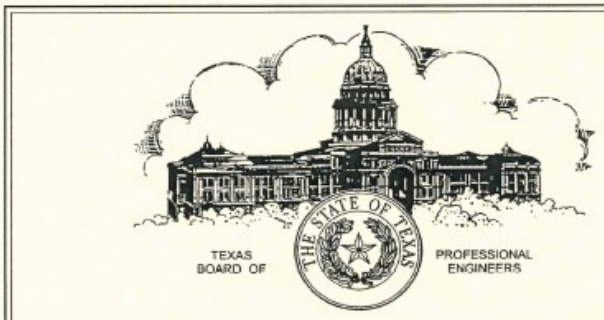
Phone Number: (956) 688-8860

Name: Trisha Salazar

Title: Office Manager

Address: 1803 W Mozelle St. Pharr, TX 78577

Phone Number: (956) 688-8860



BE IT KNOWN THAT

Ricardo Salazar

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS
PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF
PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 8th day of December, 2016.

BOARD CHAIR

BOARD SECRETARY

SERIAL NUMBER 125392

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Trimad Consultants L.L.C.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-18526

Expiration Date
1/31/2026

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
AWARDING OF BIDS
Agenda Item No: 10.B.
Bid No. 2025-23, Type IV, Module M-5 Construction/TCEQ Permit
MSW-2302

1. **Agenda Item:**
Consider Awarding Bid No. 2025-23, Type IV, Module M-5 Construction/TCEQ Permit MSW-2302 to Longhorn Excavators, Inc. in the Amount of $1,969,500.00 and Authorize City Manager to Enter Into an Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
On Tuesday, July 8, 2025, bids were opened for Bid No. 2025-23, Type IV, Module M-5 Construction/TCEQ Permit MSW-2302. Two (2) bids were received and opened.

Below is the list of contractors that responded to the bid:

4X Construction Group LLC. of Mansfield, Texas
Longhorn Excavator, Inc. of Richmond, Texas

A recommendation by our consulting environmental engineers, Hanson Professional Services, Inc., has been submitted for Longhorn Excavator, Inc. of Richmond, Texas. Staff has verified that no monies are owed to the City by Longhorn Excavators, Inc.

The project consists of the Construction and Demolition of a Sanitary Disposal for Cell Module 5 at the Type IV Landfill (MSW-2302) with an estimated 566,000 square feet. Based on our current monthly waste acceptance rates, Module 5 will have a projected useful life of approximately three years after initial waste placement begins. City staff recommends awarding Bid No. 2025-23, Type IV, Module M-5 Construction/TCEQ Permit MSW-2302 to Longhorn Excavators, Inc. in the amount of $1,969,500.00.

The Cell construction has an expected duration of 120 days.

Funds for this Landfill Expansion Project are available in the Capital Project Fund (Fund 211) Certificates of Obligation, Series 2021.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2025-23, Type IV, Module M-5 Construction/TCEQ Permit MSW-2302 to Longhorn Excavators, Inc. in the Amount of $1,969,500.00 and Authorize City Manager to Enter into an Agreement.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Recommendation Letter
B. Bid Tabulation
C. Notice to Bidders
D. Bidders List
E. 4X Construction Group, LLC
F. Longhorn Excavators, Inc.
G. Bid Bond - Longhorn Excavators, Inc._
H. Agreement

PH 361-814-9900 4501 Gollihar
HANSON-INC.COM Corpus Christ, Texas 78411

July 9, 2025

Mr. Ramiro Gomez
Director, Solid Waste Management
City of Edinburg
8601 Jasman Rd.
Edinburg, TX 78542

RE: Type IV, Module M-5 Construction Edinburg Regional Disposal Facility TCEQ Permit MSW-2302

Dear Mr. Gomez,

Bids were publicly opened and read aloud for the above referenced project on Tuesday, July 8, 2025. The project includes the construction of the Type IV, Module M-5 disposal cell. Two (2) bids were received by the designated closing time of 3:00 p.m. Bidders were required to include their Qualifications Statement documentation with their bid. Hanson Professional Services Inc. (Hanson) has reviewed the bids and supporting documentation submitted by the two bidders, Longhorn Excavators, Inc. and 4X Construction Group, LLC. The apparent lowest qualified bidder is Longhorn Excavators, Inc. We prepared a tabulation of the bids received and have included a copy for your reference.

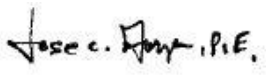
We reviewed the information provided by Longhorn Excavators in their Qualifications Statement. Longhorn has been in business in Texas since 1993 and has successfully completed many landfill construction projects and is currently constructing the Landfill Perimeter Drainage Improvements project at the City of Edinburg Regional Disposal Facility for the City of Edinburg. All the references that we contacted had favorable comments regarding their experience with Longhorn Excavators on landfill construction projects and their ability to meet schedules. Our review of the qualifications submitted by Longhorn Excavators indicates that they have considerable experience performing work similar to that required for the City's project.

Based on our review of Longhorn Excavator's bid and qualifications and the satisfactory responses from the references, we recommend that the City award the project to Longhorn Excavators, Inc. in the amount of $1,969,500.

Should you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.
TBPELS Firm Registration No. F-417



Jose C. Garza, P.E.
Civil Engineer

Enclosure

Tabulation of Bids – BID 2025-23

TABULATION OF BIDS

CITY OF EDINBURG, TEXAS

TABULATED BY: Jose C. Garza, P.E.
DESIGN ENGINEER: Hanson Professional Services Inc.
BID DATE: Tuesday, July 8, 2025

BID 2025-23 **Type IV, Module M-5 Construction Edinburg Regional Disposal Facility TCEQ Permit MSW-2302** **BASE BID**	**Longhorn Excavators, Inc.** 1819 First Oaks Street Suite 140 Richmond, TX 77406	**4X Construction Group, LLC** 99 Regency Parkway Suite 303 Mansfield, TX 76063

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
3.01 *Unit Price Bids*							
001	Mobilization/Demobilization (≤ 5% of Total Base Bid)	LS	1	**$ 51,804.10**	**$ 51,804.10**	$ 136,000.00	$ 136,000.00
002	Excavation, complete in place ready to use	CY	52,820	**$ 2.97**	**$ 156,875.40**	$ 6.80	$ 359,176.00
003	Fill, complete in place ready to use	CY	71,600	**$ 1.50**	**$ 107,400.00**	$ 6.80	$ 486,880.00
004	Subgrade Preparation, complete in place ready to use	AC	16	**$ 2,970.00**	**$ 47,520.00**	$ 4,500.00	$ 72,000.00
005	Underdrain & Stormwater Management, complete in place ready to use	LS	1	**$ 222,979.50**	**$ 222,979.50**	$ 196,000.00	$ 196,000.00
006	Membrane Backed Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	496,000	**$ 2.01**	**$ 996,960.00**	$ 2.09	$ 1,036,640.00
007	Reinforced Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	138,000	**$ 1.38**	**$ 190,440.00**	$ 1.15	$ 158,700.00
008	Protective Cover, complete in place ready to use	CY	43,700	**$ 3.33**	**$ 145,521.00**	$ 6.75	$ 294,975.00
009	Allowance for Unanticipated Work Items, complete in place ready to use	LS	1	**$ 50,000.00**	**$ 50,000.00**	$ 50,000.00	$ 50,000.00
	SUBTOTAL *Unit Price Bids* (Items 001 thru 009)				**$ 1,969,500.00**		$ 2,790,371.00
TOTAL BASE BID				**$**	**1,969,500.00**	$	2,790,371.00

INVITATION FOR BID

2025-23

TYPE IV, MODULE M-5 CONSTRUCTION/TCEQ PERMIT MSW-2302

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: June 18, 2025

DEADLINE FOR QUESTIONS: July 1, 2025

RESPONSE DEADLINE: July 8, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

INVITATION FOR BID

Type IV, Module M-5 Construction/TCEQ Permit MSW-2302

I. Introduction .....

II. Legal Notice .....

III. Specifications .....

IV. Vendor Questionnaire .....

Attachments:

A - Instructions_to_Bidders

B - S01010_Summary_of_Work

C - S01027_Estimate_for_Partial_Payments

D - S01039_Coordination_and_Meetings

E - S01050_Field_Engineering

F - S01300-Technical_Submittals

G - S01410-Construction_Quality_Control

H - S02200-Excavation_and_Placement_of_Fill

I - S02222-Subgrade_Preparation

J - S02376_Geosynthetic_Clay_Liner_(GCL)

K - S02727-Protective_Soil_Cover

L - III10_Soil_and_Liner_Quality_Control_Plan

M - C941_Change_Order_2018_rev1

N - C700 Standard General Conditions of the Construction Contract & C800 Supplementary Conditions

O - 20L0246F-M5-Construction_Set

P - Attachment_1

1. Introduction

1.1. Summary

Providing the necessary labor, equipment supervision, and expertise to construct the Type IV, Module M-5 which includes subgrade preparation, dewatering system, geosynthetic clay liner (GCL) installation, and placement of protective cover for the City of Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302 and all other work as described in these specifications and on the attached project plans.

1.2. Background

A mandatory pre-bid conference for the Project will be held on Thursday, June 26, 2025 at 10:30 am at City of Edinburg Jasman Road Complex located at 8601 N. Jasman Road, Edinburg, Texas 78542. **Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.**

1.3. Contact Information

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

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	June 18, 2025
Pre-Bid Meeting (Mandatory)	June 26, 2025, 10:30am A mandatory pre-bid conference for the Project will be held on Thursday, June 26, 2025 at 10:30 am at City of Edinburg Jasman Road Complex located at 8601 N. Jasman Road, Edinburg, Texas 78542. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Question Submission Deadline	July 1, 2025, 3:00pm
Bid Submission Deadline	July 8, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Type IV, Module M-5 Construction/TCEQ Permit MSW-2302.

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

3:00 pm, Tuesday, July 8, 2025.

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

All Bids will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, July 8, 2025.

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

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

If a Respondent chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg BID No. 2025-23" to the City Secretary's Office prior to the Bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Respondent's firm name shall appear on the outside of the envelope.

Submit Bids to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

BID No. 2025-23

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 3:00 pm on Tuesday, July 1, 2025.

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

3. Specifications

3.1. Type IV, Module M-5 Construction/TCEQ Permit MSW-2302

The project consists on providing the necessary labor, equipment supervision, and expertise to construct the Type IV, Module M-5 which includes subgrade preparation, dewatering system, geosynthetic clay liner (GCL) installation, and placement of protective cover for the City of Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302 and all other work as described in these specifications and on the attached project plans. See vendor questionnaire and attachments for details.

4. Vendor Questionnaire

4.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

4.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

4.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

☐ Please confirm

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

☐ Yes
☐ No

*Response required

4.5. Solicitation Forms

*4.5.1. The attached Bid Form will need to be filled out, signed and uploaded. **

Please download the below documents, complete, and upload.

- C410_Bid_Frm_for_Const_Cont...

*Response required

*4.5.2. The attached Qualifications Statement will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- C451_Qualifications_Stateme...

*Response required

*4.5.3. The attached Agreement will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- C520_Agmnt_btw_Own_and_Cntr...

*Response required

*4.5.4. Please provide Five (5) Past Performance forms, they will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- Reference_from_Owner_for_Pa...

*Response required

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

- C610_Performance_Bond_2018.pdf

*Response required

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

☐ Yes
☐ No

*Response required

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

- C615_Payment_Bond_2018.pdf

*Response required

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

☐ Yes
☐ No

*Response required

BIDDERS LIST	
VENDOR	**EMAIL**
4X CONSTRUCTION GROUP, LLC	JEFF.PARRISH@4XCONSTRUCTION.COM
AMTEK	AMTEK.AUSTIN@AMTEKUSA.COM
AIRCOOL TECH - ACT CORP	SERVICE@AIRCOOLTECHCORP.COM
AMERICAN ENVIRONMENTAL GROUP	RANDALL.LONG@TETRATECH.COM
CB3 CONSULTANT HAULING EQUIPMENT	CB3CONSULTANTERIC@GMAIL.COM
DF INTERACTIVE NC LLC	BIDS+OPENGOV@DAVIDFINE.DEV
DODGE DATA AND ANALYTICS	APRIL.HAMILTON@CONSTRUCTION.COM
DODGEDOCS	DODGE.BIDDING@CONSTRUCTION.COM
DYNAMIC ESTIMATION INC	DYNAMICESTIMATIONINC@GMAIL.COM
FCS CONSTRUCTION	CDAVEE@FRISCOCS.COM
FALCON ENVIRONMENTAL LINING	FALCONELS@AOL.COM
GOPE CONSTRUCTION LLC	ESTIMATING@GOPECONSTRUCTION.COM
GSI	SSTORY@GSIBP.COM
GSI	DALTONMOORE@GEOSYNTHETICS.COM
GST CONSTRUCTION INC	ROGELIOGST@OUTLOOK.COM
GREEN ADMINISTRATIVE SERVICES	HAROLDGREEN197410@GMAIL.COM
HAMMETT EXCAVATION INC	ESTIMATING@HAMMETT-EXCAVATION.COM
INTERNATIONAL LINING TECHNOLOGY	KRISTA@INTLINING.COM
JUNIOR CONSTRUCTION ENTERPRISES, LLC	JESUS@JUNIORCONSTRUCTIONENT.COM
LONE STAR INDUSTRIAL	GEORGE@LONESTAR-IND.COM
LONGHORN EXCAVATORS, INC.	LISAH@LEXINC.COM
NM CONTRACTING,LLC	FRONTDESK@NMCONTRACTING.US
NONE	MARTIN.LARINAS@GMAIL.COM
NORTH AMERICA PROCUREMENT COUNCIL INC., PBC	NOTIFICATIONS@NAPC.ME
PWXPRESS	BIDS@PWXPRESS.COM
PAREDES CLEANING SOLUTIONS LLC	SOLUTIONS@PAREDESCLEANING.COM
PHOENIX INFRASTRUCTURE	PHOENIX2023.CHRIS@GMAIL.COM
PRIME VENDOR INC.	PRIMEVENDOR124@GMAIL.COM
RGV-AGC	SANJUANA@RGVAGC.ORG
REVSTAR CONSULTING	NASTASSIA.BARKOUSKAYA@REVSTARCONSULTING.COM
SOURCE MANAGEMENT	SOURCEMANAGEMENT@DELTEK.COM
TEXAS ENVIRONMENTAL PLASTICS	JDYRING@TEPINC.NET
TRINITY MANAGEMENT SOLUTIONS, LLC	TMS_RGV@YAHOO.COM
URBE 21 DESIGN & CONSTRUCTION LLC	URBE21DESIGN@HOTMAIL.COM
WOODLEY CONTRACTING INC	FREDDIE@TOTALGREATER.COM
BIDNET	GBS@BIDNET.COM

[4X CONSTRUCTION GROUP, LLC] RESPONSE DOCUMENT REPORT

ITB No. 2025-23

Type IV, Module M-5 Construction/TCEQ Permit MSW-2302

RESPONSE DEADLINE: July 8, 2025 at 3:00 pm

Report Generated: Tuesday, July 8, 2025

4X Construction Group, LLC Response

CONTACT INFORMATION

Company:
4X Construction Group, LLC

Email:
jeff.parrish@4xconstruction.com

Contact:
Jeff Parrish

Address:
99 Regency Parkway
Suite 303
Mansfield, TX 76063

Phone:
(817) 779-3290

Website:
www.4Xconstruction.com

Submission Date:
Jul 8, 2025 1:02 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 7, 2025 10:43 AM by Jeff Parrish

QUESTIONNAIRE

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

Please do not upload multiple files.

4XCG_-_PROPOSAL_FOR_THE_EDINBURG_LANDFILL.pdf

2. If you have any proprietary documents, please attach the redacted document here.
4XCG_-_BID_BOND.pdf

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

4XCG_-_Certificate_of_Insurance.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

4XCG_-_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

4XCG_-_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

4XCG_-_LITIGATION_DISCLOSURE_FORM.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

4XCG_-_CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

4XCG_-_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...

4XCG_-_SENATE_BILL_13_VERIFICATION_(2).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...

4XCG_-_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

4XCG_-_CIQ.pdf

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

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

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

Yes

5. Solicitation Forms

THE ATTACHED BID FORM WILL NEED TO BE FILLED OUT, SIGNED AND UPLOADED. *
Please download the below documents, complete, and upload.

- C410_Bid_Frm_for_Const_Cont...

4XCG_-_C410_Bid_Frm_for_Const_Contract_2018.pdf

THE ATTACHED QUALIFICATIONS STATEMENT WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- C451_Qualifications_Stateme...

4XCG_-_C451_Qualifications_Statement_2018.pdf

THE ATTACHED AGREEMENT WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- C520_Agmnt_btw_Own_and_Cntr...

4XCG_-_C520_Agmnt_btw_Own_and_Cntr_for_Const_Con_Stipulated_Price_20250304.pdf

PLEASE PROVIDE FIVE (5) PAST PERFORMANCE FORMS, THEY WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- Reference_from_Owner_for_Pa...

4XCG_-_Reference_from_Owner_for_Past_Performance_Response_.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- C610_Performance_Bond_2018.pdf

4XCG_-_C610_Performance_Bond_2018.pdf

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

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- C615_Payment_Bond_2018.pdf

4XCG_-_C615_Payment_Bond_2018.pdf

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

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

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

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

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

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

F. Required Bidder Qualification Statement with supporting data; and

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

3.01 *Unit Price Bids*

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization (≤ 5% of Total Base Bid	LS	1	136,000.00	$ 136,000.00
002	Excavation, complete in place ready to use	CY	52,820	6.80	$ 359,176.00
003	Fill, complete in place ready to use	CY	71,600	6.80	$ 486,880.00
004	Subgrade Preparation, complete in place ready to use	AC	16	4,500.00	$ 72,000.00
005	Underdrain & Stormwater Management, complete in place ready to use	LS	1	196,000.00	196,000.00

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006	Membrane Backed Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	496,000	2.09	1,036,640.00
007	Reinforced Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	138,000	1.15	158,700.00
008	Protective Cover, complete in place ready to use	CY	43,700	6.75	294,975.00
009	Allowance for Unanticipated Work Items, complete in place ready to use	LS	1	$50,000	$50,000
Total of All Unit Price Bid Items					$ 2,790,371.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

Item 001 Mobilization/Demobilization (Maximum 5%)

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

Measurement for payment will be made per lump sum on the following basis: When at least 5% of the adjusted contract amount for construction is earned, 75% of the mobilization lump sum bid amount will be eligible for payment, minus retainage. Upon substantial completion of all work under this Contract and removal of all equipment and materials from the Project site, the remaining 25% of the mobilization lump sum bid amount will be eligible for payment, minus retainage.

Item 002 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the cubic yard basis.

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Item 003 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP). Measuring for payment is by the cubic yard basis.

Item 004 Subgrade Preparation

The Contractor shall prepare the subgrade for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the acre basis.

Item 005 Underdrain/Stormwater Management

The Contractor shall provide riser, drainpipe, gravel, geotextile, and maintain a groundwater pump, required electrical services for operation, and associated discharge piping. The Contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface infiltration. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The Contractor shall expect wet work. Contractor shall be fully responsible for any damage that occurs to any materials due to wet site conditions that occur for any reason. Materials shall be replaced at no cost to the owner. Measuring for payment is by lump sum basis.

Item 006 Membrane Backed Geosynthetic Clay Liner (GCL)

The Contractor shall install the membrane backed geosynthetic clay liner (GCL) on the floor of Module M-5 as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the square foot basis.

Item 007 Reinforced Geosynthetic Clay Liner (GCL)

The Contractor shall install the reinforced geosynthetic clay liner (GCL) on the slopes of Module M-5 as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the square foot basis.

Item 008 Protective Cover

Contractor shall install 2 ft of protective cover over the geosynthetic clay liner (GCL) as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the cubic yard basis.

Item 009 Allowance for Unanticipated Work Items

The allowance for unanticipated work items is to be used at the Owner's discretion and must be approved by the Owner before any work is performed. Under no circumstances shall the Contractor perform any work that is not within the Scope of Services and is not authorized or approved by the Engineer and Owner.

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ARTICLE 6—

ARTICLE 6—TIME OF COMPLETION

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

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

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

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

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

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	July 2, 2025

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

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

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

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

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

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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

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

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

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

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

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

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c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

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

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BIDDER hereby submits this Bid as set forth above:

Bidder:

4X Construction Group, LLC

(typed or printed name of organization)

By:

(individual's signature)

Name: Jeff Parrish

(typed or printed)

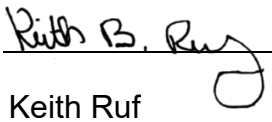
Title: Managing Member

(typed or printed)

Date: 7/8/2025

(typed or printed)

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

Attest: 

(individual's signature)

Name: Keith Ruf

(typed or printed)

Title: Managing Member

(typed or printed)

Date: 7/8/2025

(typed or printed)

Address for giving notices:

99 Regency Parkway, Suite 303

Mansfield, TX 76063

Bidder's Contact:

Name: Jeff Parrish

(typed or printed)

Title: Managing Member

(typed or printed)

Phone: 817-779-3290

Email: jeff.parrish@4Xconstruction.com

Address:

4X Construction Group, LLC

99 Regency Parkway, Suite 303

Mansfield, TX 76063

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

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CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:
(Name, legal status and address)
4x Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

SURETY: Continental Casualty Company: Illinois Corporation
(Name, legal status and principal place of business)
333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

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

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

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

BOND AMOUNT: 5% of Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
EDINBURG REGIONAL DISPOSAL FACILITY

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 27 day of June, 2025.

(Witness)

4x Construction Group, LLC
(Principal) (Seal)

(Title) Jeff Parrish, Managing Member

(Witness)

Continental Casualty Company
(Surety) (Seal)

(Title) Mark Hunt, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bid Bond Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Frank Swingle, Mark Huff, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of June, 2021.

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

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27 day of June, 2025.

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

D. Johnson — Assistant Secretary

Form F6853-4/2012

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

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

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

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

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

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

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

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

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

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2024

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

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

PRODUCER Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	**CONTACT NAME:** Service Department **PHONE (A/C, No, Ext):** 972-387-3000 **FAX (A/C, No):** 972-387-3808 **E-MAIL ADDRESS:** services@swinglecollins.com
INSURED 13964 4X Construction Group, LLC 99 Regency Parkway, Suite 303 Mansfield TX 76063	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Trumbull Insurance Company — 27120 **INSURER B :** Hartford Casualty Insurance Co — 29424 **INSURER C :** Hartford Underwriters Ins Co — 30104 **INSURER D :** Westchester Surplus Lines Ins — 10172 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1084437188 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	46UEAAY6WFA	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	46UEABH4T6L	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			46HHABA0GNV	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	46WEAAJ4TX1	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution			G28337462	1/1/2025	1/1/2026	Limit	$5,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. Univeristy Drive
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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: 7/8/2025

Company/Vendor Name: 4X Construction Group, LLC

Printed Name and Title: Jeff Parrish, Managing Member

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 4X Construction Group, LLC
(Full, correct legal name)

- Address: 99 Regency Parkway, Suite 303
  Mansfield, TX 76063

- Telephone/Fax: 817-779-3290 / 817-779-3291
- Email address: jeff.parrish@4xconstruction.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? Mansfield, 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: Jeff Parrish
   Address: 99 Regency Parkway, Suite 303, Mansfield, TX 76063
   Telephone: 817-779-3290
   Fax: 817-779-3291
   Email: jeff.parrish@4xconstruction.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.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF ~~HIDALGO~~ TARRANT

Rachel Biggs, being first duly sworn, deposes and says that: *(Name)*Jeff Parrish

(1) He is President of 4X Construction Group, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Managing Member

Subscribed and sworn to me this 07 day of July 2025.

By: _____

RACHEL BIGGS NOTARY PUBLIC STATE OF TEXAS ID 129821024 EXP. 11-04-2025

Notary Public Rachel Biggs

My commission expires : 11/04/2025

HOUSE BILL 89 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

7/7/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

7/7/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

7/7/2025

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.**

4X Construction Group, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Jeff Parrish
Name of signatory

Signature

7/7/2025
Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	4X Construction Group, LLC		
Corporate Office			
Name:	Jeff Parrish	Phone number:	817-779-3290
Title:	Managing Member	Email address:	jeff.parrish@4xconstruction.com
Business address of corporate office:	99 Regency Parkway, Suite 303		
	Mansfield, TX 76063		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	July 2012	State in which Business was formed:	DE
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

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

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

Name:	Jeff Parrish	Title:	Managing Member
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Keith Ruf	Title:	Managing Member
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Adric Ryan

Safety Certifications

Certification Name	Issuing Agency	Expiration
OSHA - 10 Hr Construction Safety and Health	OSHA	N/A
OSHA 30 Hour Outreach Training Program	OSHA	N/A

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

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
4X Construction Group	0.78	3.3	240,603	0.65	0.73	273,900	0.68	1.55	386,269

ARTICLE 5—FINANCIAL

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

Financial Institution:	First Financial Bank
Business address:	400 NE. Big Bend Trail Glen Rose, TX 76043

Date of Business's most recent financial statement:	Available Upon Request	☐ Attached
Date of Business's most recent audited financial statement:	Available Upon Request	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Continental Casualty Company		
Surety is a corporation organized and existing under the laws of the state of:	IL		
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No			
Mailing Address (principal place of business):	151 N. Franklin St. Chicago, IL 60606-1821		
Physical Address (principal place of business):	151 N. Franklin St. Chicago, IL 60606-1821		
Phone (main):	708-218-8526	Phone (claims):	877-682-6115

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
The Hartford Insurance Company		Commercial General Liability	
Trumball Insurance Company		Automotive Liability	
The Hartford Insurance Company		Umbrella	
The Hartford Insurance Company		Workers Comp	
Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☑ Yes ☐ No
Mailing Address (principal place of business):	Swingle Collins & Associates 13760 Noel Road, Ste. 600 Dallas, TX 75240		
Physical Address (principal place of business):	Swingle Collins & Associates 13760 Noel Road, Ste. 600 Dallas, TX 75240		
Phone (main):	972-387-3000	Phone (claims):	972-387-3000

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ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	120
Estimate of revenue for the current year:	$60M
Estimate of revenue for the previous year:	$61M

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

Years of experience with projects like the proposed project: 12				
As a general contractor:	12	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been released from a bid in the past 5 years? ☐ Yes ☑ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

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

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction for municipal solid waste landfills approved by the Texas Commission on Environmental Quality.

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

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

B. Diverse Business Certifications if required by Paragraph 3.01.

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

D. Financial statements as required by Paragraph 5.01.

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

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

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

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

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: 4X Construction Group, LLC
(typed or printed name of organization)

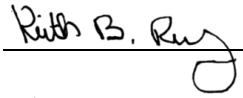
By:
(individual's signature)

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

Date: 7/7/2025
(date signed)

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

Attest: 
(individual's signature)

Name: Keith Ruf
(typed or printed)

Title: Managing Member
(typed or printed)

Address for giving notices:
4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Designated Representative:

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

Address:
4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Phone: 817-779-3290

Email: jeff.parrish@4xconstruction.com

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Schedule A—Current Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	City of El Paso, TX		Project Name	Greater El Paso Landfill, Cells 15-20	
General Description of Project	Cell Construction / Breakroom Construction				
Project Cost	$ 17,457,109.29		Date Project	January 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Ryan Kelsey	Adric Ryan	Ryan Kelsey	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Cristian Benitez	Project Manager	City of El Paso, TX	915-212-6231	benitezca@elpasotexas.gov
Designer	Sandeep Saraf	Project Director	SCS Engineers	407-923-7013	ssaraf@scsengineers.com
Construction Manager					

Project Owner	City of Brownsville, TX		Project Name	City of Brownsville Landfill - Cell 5 Construction	
General Description of Project	Cell Construction				
Project Cost	$ 3,499,347.50		Date Project	May 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Johnny Villarreal	Adric Ryan	Johnny Villarreal	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jose Maldonado	Landfill Manager	City of Brownsville, TX	956-547-6591	jose.r.maldonado@brownsvilletx.gov
Designer	J.Roy Murray	Vice President	SCS Engineers	817-358-6156	jmurray@scsengineers.com
Construction Manager					

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

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Schedule B—Previous Experience with Similar Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	City of Lawton, OK		Project Name	Landfill Cells 6&7 Liner Construction	
General Description of Project	Cell Construction				
Project Cost	$3,841,081.25		Date Project	June 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Marty Hanni	Adric Ryan	Marty Hanni	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sneha Dongre	Associate Civil Engineer	City of Lawton, OK	580-581-3385	sneha.dongre@lawtonok.gov
Designer	Sandeep Saraf	Project Director	SCS Engineers	407-923-7013	ssaraf@scsengineers.com
Construction Manager					

Project Owner	City of Laredo, TX		Project Name	City of Laredo Landfill Phases 4 and 5 Cell Construction	
General Description of Project	Cell Construction				
Project Cost	$ 4,778.499.00		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	John Porter	Director of Environmental & Solid Waste Services	City of Laredo, TX	956-794-1653	jporter@ci.laredo.tx.us
Designer	Ronald Miller	Engineer	Ardurra	956-462-5511	rmiller@ardurra.com
Construction Manager					

Project Owner	City of Brownfield, TX		Project Name	City of Brownfield Landfill Cell 2 - West Expansion	
General Description of Project	Cell Construction				
Project Cost	$ 1,413,146.60		Date Project	September 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeff Davis	City Manager	City of Brownfield, TX	806-637-4547	jdavis@ci.brownfield.tx.us
Designer	Tyler Krueger	P.E.	Parkhill	806-476-3656	tkrueger@parkhill.com
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization	4X Construction Group, LLC			
Project Owner	City of Lamesa, TX	Project Name	Cell 5 Construction	
General Description of Project	Cell Construction			
Project Cost	$ 1,274,790.50	Date Project	June 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Joe Hines	City Manager	City of Lamesa, TX	806-872-4321	jhines@ci.lamesa.tx.us
Designer	Robert Holder	P.E.	Parkhill	806-476-3526	hholder@parkhill.com
Construction Manager					

Project Owner	Southern Oklahoma Regional Disposal	Project Name	SORD Landfill - Cell3/4	
General Description of Project	Cell Construction			
Project Cost	$ 2,203,240.05	Date Project	June 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Agustin Rutiaga	Juan Rutiaga	Adric Ryan	Juan Rutiaga

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Troy Duke	Landfill Director	SORD	580-226-1276	troyduke@sordlf.org
Designer	Wade Miller	Project Director	SCS Engineers	405-246-1574	wmiller@scsengineers.com
Construction Manager					

Project Owner	City of Garland, TX	Project Name	Hinton Landfill, Construction of Cell 9	
General Description of Project	Cell Construction			
Project Cost	$ 4,907,384.03	Date Project	February 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jeff Parrish	Agustin Rutiaga	Javier Morales	Agustin Rutiaga

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Chris Hoofnagle	Landfill Director	City of Garland, TX	972-202-3675	choofnagle@garlandtx.gov
Designer	Nevzat Turan	Principal	Weaver Consultants Group	817-735-9770	nturan@wcgrp.com
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual		Hunter Watson	
Years of experience as project manager		10	
Years of experience with this organization		10	
Number of similar projects as project manager		20	
Number of similar projects in other positions		10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Brownsville Landfill		10	September 2025
City of El Paso Landfill		10	February 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	J. Roy Murray	Name	Tyler Krueger
Title/Position	Vice Presidnet	Title/Position	P.E.
Organization	SCS Engineers	Organization	Parkhill
Telephone	817-358-6156	Telephone	806-473-3656
Email	jmurray@scsengineers.com	Email	tkrueger@parkhill.com
Project	Multiple	Project	Multiple
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		TBD - Dependent upon timing. Will provide upon request.	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual		TBD - Dependent upon timing. Will provide upon request.	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		TBD - Dependent upon timing. Will provide upon request.	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and 4X Construction Group ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Providing the necessary labor, equipment supervision, and expertise to construct the Type IV, Module M-5 which includes subgrade preparation, dewatering system, geosynthetic clay liner (GCL) installation, and placement of protective cover for the City of Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302 and all other work as described in these specifications and on the attached project plans.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Type IV, Module M-5 Construction**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Hanson Professional Services 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 **Hanson Professional Services Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **135** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the

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Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**1,000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *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.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

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

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

a. **95** percent of the value of the Work completed (with the balance being retainage).

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid.

2. Bonds:

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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 9 sheets with each sheet bearing the following general title: **Type IV, Module M-5 Construction, Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302, Edinburg, Hidalgo County, Texas**.

8. Addenda.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

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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

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standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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

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

City of Edinburg	Contractor: 4X Construction Group, LLC
(typed or printed name of organization)	*(typed or printed name of organization)*
By:	By: Agreement will be signed upon award
(individual's signature)	*(individual's signature)*
Date:	Date: 7/7/2025
(date signed)	*(date signed)*
Name: Myra L. Ayala	Name: Jeff Parrish
(typed or printed)	*(typed or printed)*
Title: City Manager	Title: Managing Member
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest:	Attest:
(individual's signature)	*(individual's signature)*
Title: Clarice Balderas, City Secretary	Title: Jeff Parrish - Managing Member
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
415 W. University Dr.	4X Construction Group, LLC
PO Box 1079	99 Regency Parkway, Suite 303
Edinburg, TX 78540	Mansfield, TX 76063
Designated Representative:	Designated Representative:
Name:	Name: Jeff Parrish
(typed or printed)	*(typed or printed)*
Title: Josephine Ramirez Solis, City Attorney	Title: Managing Member
(typed or printed)	*(typed or printed)*
Address:	Address:
415 W. University Dr.	4X Construction Group, LLC
PO Box 1079	99 Regency Parkway, Suite 303
Edinburg, TX 78540	Mansfield, TX 76063
Phone: 956-388-8207	Phone: 817-779-3290
Email: jrsolis@cityofedinburg.com	Email: jeff.parrish@4xconstruction.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: N/A *(where applicable)*
	State: Texas

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

Reference For: 4X Construction Group, LLC

Reference Company Name: WM Energy Services of TX

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature:

Printed Name: Mark Franc

Date: July 7, 2025

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

Reference For: 4X Construction Group, LLC

Reference Company Name: REPUBLIC WASTE SERVICES OF TEXAS LTD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: Brian Danko

Printed Name: Brian Danko, Environmental Manager

Date: July 7, 2025

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

Reference For: 4X Construction Group, LLC

Reference Company Name: Waste Connections

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: [signature]

Printed Name: Dillon Hoppe Region Engineer

Date: 7/7/2025

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

Reference For: 4X Construction Group, LLC

Reference Company Name: Waste Management of Texas, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

Signature: Jayson Lang

Printed Name: Jayson Lang

Date: 7/7/2025

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

Reference For: 4X Construction Group, LLC

Reference Company Name: Republic Services La Gloria Landfill, Edinburg, TX

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

2. Performed and Completed Punch List items timely: Yes___X__ No___

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

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

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

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

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

The referenced project was completed late last year.

Signature: R Michael Derdeyn

Printed Name: R. Michael Derdeyn Republic Services Environmental Manager

Date: 07/7/2025

WILL BE PROVIDED UPON AWARD OF THE PROJECT

PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Edinburg, Texas**	Description *(name and location)*:
Mailing address *(principal place of business)*:	**Type IV, Module M-5 Construction, Edinburg, Texas**
415 W. University Drive, Edinburg, Texas 78539	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

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

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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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:

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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

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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**

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WILL BE PROVIDED UPON AWARD OF THE PROJECT

PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Edinburg, Texas**	Description *(name and location)*: **Type IV, Module M-5 Construction, Edinburg, Texas**
Mailing address *(principal place of business)*: **415 W. University Drive, Edinburg, Texas 78539**	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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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.

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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;

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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.

18. Modifications to this Bond are as follows: **None**

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CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:
(Name, legal status and address)
4x Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

SURETY: Continental Casualty Company: Illinois Corporation
(Name, legal status and principal place of business)
333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

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

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

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

BOND AMOUNT: 5% of Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
EDINBURG REGIONAL DISPOSAL FACILITY

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 27 day of June, 2025.

(Witness)

4x Construction Group, LLC
(Principal) (Seal)

(Title) Jeff Parrish, Managing Member

(Witness)

Continental Casualty Company
(Surety) (Seal)

(Title) Mark Hunt, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Frank Swingle, Mark Huff, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of June, 2021.

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

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27 day of June, 2025.

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

D. Johnson — Assistant Secretary

Form F6853-4/2012

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

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

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

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

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

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

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

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

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

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2024

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

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

PRODUCER Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	**CONTACT NAME:** Service Department **PHONE (A/C, No, Ext):** 972-387-3000 **FAX (A/C, No):** 972-387-3808 **E-MAIL ADDRESS:** services@swinglecollins.com
INSURED 13964 4X Construction Group, LLC 99 Regency Parkway, Suite 303 Mansfield TX 76063	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Trumbull Insurance Company 27120 **INSURER B :** Hartford Casualty Insurance Co 29424 **INSURER C :** Hartford Underwriters Ins Co 30104 **INSURER D :** Westchester Surplus Lines Ins 10172 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1084437188 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	46UEAAY6WFA	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	46UEABH4T6L	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			46HHABA0GNV	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	46WEAAJ4TX1	1/1/2025	1/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution			G28337462	1/1/2025	1/1/2026	Limit	$5,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. Univeristy Drive
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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: 7/8/2025

Company/Vendor Name: 4X Construction Group, LLC

Printed Name and Title: Jeff Parrish, Managing Member

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 4X Construction Group, LLC
(Full, correct legal name)

- Address: 99 Regency Parkway, Suite 303
  Mansfield, TX 76063
- Telephone/Fax: 817-779-3290 / 817-779-3291
- Email address: jeff.parrish@4xconstruction.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? Mansfield, 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: Jeff Parrish
   Address: 99 Regency Parkway, Suite 303, Mansfield, TX 76063
   Telephone: 817-779-3290
   Fax: 817-779-3291
   Email: jeff.parrish@4xconstruction.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.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF ~~HIDALGO~~ TARRANT

Rachel Biggs, being first duly sworn, deposes and says that: *(Name)*Jeff Parrish

(1) He is President of 4X Construction Group, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Managing Member

Subscribed and sworn to me this 07 day of July 2025.

By: _____

RACHEL BIGGS NOTARY PUBLIC STATE OF TEXAS ID 129821024 EXP. 11-04-2025

Notary Public Rachel Biggs

My commission expires : 11/04/2025

HOUSE BILL 89 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

7/7/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

7/7/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

7/7/2025

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.**

4X Construction Group, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Jeff Parrish
Name of signatory

Signature

7/7/2025
Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

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

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

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

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

F. Required Bidder Qualification Statement with supporting data; and

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

3.01 *Unit Price Bids*

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization (≤ 5% of Total Base Bid	LS	1	136,000.00	$ 136,000.00
002	Excavation, complete in place ready to use	CY	52,820	6.80	$ 359,176.00
003	Fill, complete in place ready to use	CY	71,600	6.80	$ 486,880.00
004	Subgrade Preparation, complete in place ready to use	AC	16	4,500.00	$ 72,000.00
005	Underdrain & Stormwater Management, complete in place ready to use	LS	1	196,000.00	196,000.00

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006	Membrane Backed Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	496,000	2.09	1,036,640.00
007	Reinforced Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	138,000	1.15	158,700.00
008	Protective Cover, complete in place ready to use	CY	43,700	6.75	294,975.00
009	Allowance for Unanticipated Work Items, complete in place ready to use	LS	1	$50,000	$50,000
Total of All Unit Price Bid Items					$ 2,790,371.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

Item 001 Mobilization/Demobilization (Maximum 5%)

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

Measurement for payment will be made per lump sum on the following basis: When at least 5% of the adjusted contract amount for construction is earned, 75% of the mobilization lump sum bid amount will be eligible for payment, minus retainage. Upon substantial completion of all work under this Contract and removal of all equipment and materials from the Project site, the remaining 25% of the mobilization lump sum bid amount will be eligible for payment, minus retainage.

Item 002 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the cubic yard basis.

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Item 003 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP). Measuring for payment is by the cubic yard basis.

Item 004 Subgrade Preparation

The Contractor shall prepare the subgrade for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the acre basis.

Item 005 Underdrain/Stormwater Management

The Contractor shall provide riser, drainpipe, gravel, geotextile, and maintain a groundwater pump, required electrical services for operation, and associated discharge piping. The Contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface infiltration. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The Contractor shall expect wet work. Contractor shall be fully responsible for any damage that occurs to any materials due to wet site conditions that occur for any reason. Materials shall be replaced at no cost to the owner. Measuring for payment is by lump sum basis.

Item 006 Membrane Backed Geosynthetic Clay Liner (GCL)

The Contractor shall install the membrane backed geosynthetic clay liner (GCL) on the floor of Module M-5 as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the square foot basis.

Item 007 Reinforced Geosynthetic Clay Liner (GCL)

The Contractor shall install the reinforced geosynthetic clay liner (GCL) on the slopes of Module M-5 as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the square foot basis.

Item 008 Protective Cover

Contractor shall install 2 ft of protective cover over the geosynthetic clay liner (GCL) as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the cubic yard basis.

Item 009 Allowance for Unanticipated Work Items

The allowance for unanticipated work items is to be used at the Owner's discretion and must be approved by the Owner before any work is performed. Under no circumstances shall the Contractor perform any work that is not within the Scope of Services and is not authorized or approved by the Engineer and Owner.

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ARTICLE 6—

ARTICLE 6—TIME OF COMPLETION

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

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

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

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

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

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	July 2, 2025

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

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

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

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

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

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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

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

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

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

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

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

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c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

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

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BIDDER hereby submits this Bid as set forth above:

Bidder:

4X Construction Group, LLC

(typed or printed name of organization)

By:

(individual's signature)

Name: Jeff Parrish

(typed or printed)

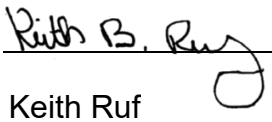
Title: Managing Member

(typed or printed)

Date: 7/8/2025

(typed or printed)

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

Attest: 

(individual's signature)

Name: Keith Ruf

(typed or printed)

Title: Managing Member

(typed or printed)

Date: 7/8/2025

(typed or printed)

Address for giving notices:

99 Regency Parkway, Suite 303

Mansfield, TX 76063

Bidder's Contact:

Name: Jeff Parrish

(typed or printed)

Title: Managing Member

(typed or printed)

Phone: 817-779-3290

Email: jeff.parrish@4Xconstruction.com

Address:

4X Construction Group, LLC

99 Regency Parkway, Suite 303

Mansfield, TX 76063

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

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ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	4X Construction Group, LLC		
Corporate Office			
Name:	Jeff Parrish	Phone number:	817-779-3290
Title:	Managing Member	Email address:	jeff.parrish@4xconstruction.com
Business address of corporate office:	99 Regency Parkway, Suite 303 Mansfield, TX 76063		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	July 2012	State in which Business was formed:	DE
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

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

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

Name:	Jeff Parrish	Title:	Managing Member
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Keith Ruf	Title:	Managing Member
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Adric Ryan

Safety Certifications

Certification Name	Issuing Agency	Expiration
OSHA - 10 Hr Construction Safety and Health	OSHA	N/A
OSHA 30 Hour Outreach Training Program	OSHA	N/A

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

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
4X Construction Group	0.78	3.3	240,603	0.65	0.73	273,900	0.68	1.55	386,269

ARTICLE 5—FINANCIAL

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

Financial Institution:	First Financial Bank
Business address:	400 NE. Big Bend Trail Glen Rose, TX 76043

Date of Business's most recent financial statement:	Available Upon Request	☐ Attached
Date of Business's most recent audited financial statement:	Available Upon Request	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Continental Casualty Company		
Surety is a corporation organized and existing under the laws of the state of:	IL		
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No			
Mailing Address (principal place of business):	151 N. Franklin St. Chicago, IL 60606-1821		
Physical Address (principal place of business):	151 N. Franklin St. Chicago, IL 60606-1821		
Phone (main):	708-218-8526	Phone (claims):	877-682-6115

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
The Hartford Insurance Company		Commercial General Liability	
Trumball Insurance Company		Automotive Liability	
The Hartford Insurance Company		Umbrella	
The Hartford Insurance Company		Workers Comp	
Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☑ Yes ☐ No
Mailing Address (principal place of business):	Swingle Collins & Associates 13760 Noel Road, Ste. 600 Dallas, TX 75240		
Physical Address (principal place of business):	Swingle Collins & Associates 13760 Noel Road, Ste. 600 Dallas, TX 75240		
Phone (main):	972-387-3000	Phone (claims):	972-387-3000

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ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	120
Estimate of revenue for the current year:	$60M
Estimate of revenue for the previous year:	$61M

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

Years of experience with projects like the proposed project: 12				
As a general contractor:	12	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been released from a bid in the past 5 years? ☐ Yes ☑ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

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

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction for municipal solid waste landfills approved by the Texas Commission on Environmental Quality.

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

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

B. Diverse Business Certifications if required by Paragraph 3.01.

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

D. Financial statements as required by Paragraph 5.01.

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

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

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

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

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: 4X Construction Group, LLC
(typed or printed name of organization)

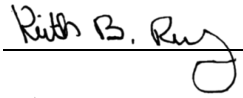
By:
(individual's signature)

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

Date: 7/7/2025
(date signed)

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

Attest: 
(individual's signature)

Name: Keith Ruf
(typed or printed)

Title: Managing Member
(typed or printed)

Address for giving notices:
4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Designated Representative:

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

Address:
4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Phone: 817-779-3290

Email: jeff.parrish@4xconstruction.com

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Schedule A—Current Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	City of El Paso, TX		Project Name	Greater El Paso Landfill, Cells 15-20	
General Description of Project	Cell Construction / Breakroom Construction				
Project Cost	$ 17,457,109.29		Date Project	January 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Ryan Kelsey	Adric Ryan	Ryan Kelsey	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Cristian Benitez	Project Manager	City of El Paso, TX	915-212-6231	benitezca@elpasotexas.gov
Designer	Sandeep Saraf	Project Director	SCS Engineers	407-923-7013	ssaraf@scsengineers.com
Construction Manager					

Project Owner	City of Brownsville, TX		Project Name	City of Brownsville Landfill - Cell 5 Construction	
General Description of Project	Cell Construction				
Project Cost	$ 3,499,347.50		Date Project	May 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Johnny Villarreal	Adric Ryan	Johnny Villarreal	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jose Maldonado	Landfill Manager	City of Brownsville, TX	956-547-6591	jose.r.maldonado@brownsvilletx.gov
Designer	J.Roy Murray	Vice President	SCS Engineers	817-358-6156	jmurray@scsengineers.com
Construction Manager					

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

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Schedule B—Previous Experience with Similar Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	City of Lawton, OK		Project Name	Landfill Cells 6&7 Liner Construction	
General Description of Project	Cell Construction				
Project Cost	$3,841,081.25		Date Project	June 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Marty Hanni	Adric Ryan	Marty Hanni	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sneha Dongre	Associate Civil Engineer	City of Lawton, OK	580-581-3385	sneha.dongre@lawtonok.gov
Designer	Sandeep Saraf	Project Director	SCS Engineers	407-923-7013	ssaraf@scsengineers.com
Construction Manager					

Project Owner	City of Laredo, TX		Project Name	City of Laredo Landfill Phases 4 and 5 Cell Construction	
General Description of Project	Cell Construction				
Project Cost	$ 4,778.499.00		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	John Porter	Director of Environmental & Solid Waste Services	City of Laredo, TX	956-794-1653	jporter@ci.laredo.tx.us
Designer	Ronald Miller	Engineer	Ardurra	956-462-5511	rmiller@ardurra.com
Construction Manager					

Project Owner	City of Brownfield, TX		Project Name	City of Brownfield Landfill Cell 2 - West Expansion	
General Description of Project	Cell Construction				
Project Cost	$ 1,413,146.60		Date Project	September 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeff Davis	City Manager	City of Brownfield, TX	806-637-4547	jdavis@ci.brownfield.tx.us
Designer	Tyler Krueger	P.E.	Parkhill	806-476-3656	tkrueger@parkhill.com
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization	4X Construction Group, LLC			
Project Owner	City of Lamesa, TX	Project Name	Cell 5 Construction	
General Description of Project	Cell Construction			
Project Cost	$ 1,274,790.50	Date Project	June 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Joe Hines	City Manager	City of Lamesa, TX	806-872-4321	jhines@ci.lamesa.tx.us
Designer	Robert Holder	P.E.	Parkhill	806-476-3526	hholder@parkhill.com
Construction Manager					

Project Owner	Southern Oklahoma Regional Disposal	Project Name	SORD Landfill - Cell3/4	
General Description of Project	Cell Construction			
Project Cost	$ 2,203,240.05	Date Project	June 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Agustin Rutiaga	Juan Rutiaga	Adric Ryan	Juan Rutiaga

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Troy Duke	Landfill Director	SORD	580-226-1276	troyduke@sordlf.org
Designer	Wade Miller	Project Director	SCS Engineers	405-246-1574	wmiller@scsengineers.com
Construction Manager					

Project Owner	City of Garland, TX	Project Name	Hinton Landfill, Construction of Cell 9	
General Description of Project	Cell Construction			
Project Cost	$ 4,907,384.03	Date Project	February 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jeff Parrish	Agustin Rutiaga	Javier Morales	Agustin Rutiaga

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Chris Hoofnagle	Landfill Director	City of Garland, TX	972-202-3675	choofnagle@garlandtx.gov
Designer	Nevzat Turan	Principal	Weaver Consultants Group	817-735-9770	nturan@wcgrp.com
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual		Hunter Watson	
Years of experience as project manager		10	
Years of experience with this organization		10	
Number of similar projects as project manager		20	
Number of similar projects in other positions		10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Brownsville Landfill		10	September 2025
City of El Paso Landfill		10	February 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	J. Roy Murray	Name	Tyler Krueger
Title/Position	Vice Presidnet	Title/Position	P.E.
Organization	SCS Engineers	Organization	Parkhill
Telephone	817-358-6156	Telephone	806-473-3656
Email	jmurray@scsengineers.com	Email	tkrueger@parkhill.com
Project	Multiple	Project	Multiple
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		TBD - Dependent upon timing. Will provide upon request.	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual		TBD - Dependent upon timing. Will provide upon request.	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		TBD - Dependent upon timing. Will provide upon request.	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and 4X Construction Group ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Providing the necessary labor, equipment supervision, and expertise to construct the Type IV, Module M-5 which includes subgrade preparation, dewatering system, geosynthetic clay liner (GCL) installation, and placement of protective cover for the City of Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302 and all other work as described in these specifications and on the attached project plans.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Type IV, Module M-5 Construction**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Hanson Professional Services 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 **Hanson Professional Services Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **135** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the

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Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**1,000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *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.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

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

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

a. **95** percent of the value of the Work completed (with the balance being retainage).

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid.

2. Bonds:

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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 9 sheets with each sheet bearing the following general title: **Type IV, Module M-5 Construction, Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302, Edinburg, Hidalgo County, Texas**.

8. Addenda.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

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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

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standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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

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

City of Edinburg	Contractor: 4X Construction Group, LLC
(typed or printed name of organization)	*(typed or printed name of organization)*
By:	By: Agreement will be signed upon award
(individual's signature)	*(individual's signature)*
Date:	Date: 7/7/2025
(date signed)	*(date signed)*
Name: Myra L. Ayala	Name: Jeff Parrish
(typed or printed)	*(typed or printed)*
Title: City Manager	Title: Managing Member
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest:	Attest:
(individual's signature)	*(individual's signature)*
Title: Clarice Balderas, City Secretary	Title: Jeff Parrish - Managing Member
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
415 W. University Dr.	4X Construction Group, LLC
PO Box 1079	99 Regency Parkway, Suite 303
Edinburg, TX 78540	Mansfield, TX 76063
Designated Representative:	Designated Representative:
Name:	Name: Jeff Parrish
(typed or printed)	*(typed or printed)*
Title: Josephine Ramirez Solis, City Attorney	Title: Managing Member
(typed or printed)	*(typed or printed)*
Address:	Address:
415 W. University Dr.	4X Construction Group, LLC
PO Box 1079	99 Regency Parkway, Suite 303
Edinburg, TX 78540	Mansfield, TX 76063
Phone: 956-388-8207	Phone: 817-779-3290
Email: jrsolis@cityofedinburg.com	Email: jeff.parrish@4xconstruction.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: N/A *(where applicable)*
	State: Texas

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 4X Construction Group, LLC

Reference Company Name: WM Energy Services of TX

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature:

Printed Name: Mark Franc

Date: July 7, 2025

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

Reference For: 4X Construction Group, LLC

Reference Company Name: REPUBLIC WASTE SERVICES OF TEXAS LTD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: Brian Danko

Printed Name: Brian Danko, Environmental Manager

Date: July 7, 2025

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

Reference For: 4X Construction Group, LLC

Reference Company Name: Waste Connections

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: [signature]

Printed Name: Dillon Hoppe Region Engineer

Date: 7/7/2025

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

Reference For: 4X Construction Group, LLC

Reference Company Name: Waste Management of Texas, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____

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

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___

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

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

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

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

Signature: Jayson Lang

Printed Name: Jayson Lang

Date: 7/7/2025

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

Reference For: 4X Construction Group, LLC

Reference Company Name: Republic Services La Gloria Landfill, Edinburg, TX

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

2. Performed and Completed Punch List items timely: Yes___X__ No___

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

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

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

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

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

The referenced project was completed late last year.

Signature: R Michael Derdeyn

Printed Name: R. Michael Derdeyn Republic Services Environmental Manager

Date: 07/7/2025

WILL BE PROVIDED UPON AWARD OF THE PROJECT

PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Edinburg, Texas**	Description *(name and location)*:
Mailing address *(principal place of business)*:	**Type IV, Module M-5 Construction, Edinburg, Texas**
415 W. University Drive, Edinburg, Texas 78539	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

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

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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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:

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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

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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**

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WILL BE PROVIDED UPON AWARD OF THE PROJECT

PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Edinburg, Texas**	Description *(name and location)*: **Type IV, Module M-5 Construction, Edinburg, Texas**
Mailing address *(principal place of business)*: **415 W. University Drive, Edinburg, Texas 78539**	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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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.

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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;

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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.

18. Modifications to this Bond are as follows: **None**

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City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[LONGHORN EXCAVATORS, INC.] RESPONSE DOCUMENT REPORT

ITB No. 2025-23

Type IV, Module M-5 Construction/TCEQ Permit MSW-2302

RESPONSE DEADLINE: July 8, 2025 at 3:00 pm

Report Generated: Tuesday, July 8, 2025

Longhorn Excavators, Inc. Response

CONTACT INFORMATION

Company:
Longhorn Excavators, Inc.

Email:
lisah@lexinc.com

Contact:
Lisa Hagood

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

Phone:
(281) 937-9700

Website:
www.lexinc.com

Submission Date:
Jul 8, 2025 10:48 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 7, 2025 2:14 PM by Lisa Hagood

QUESTIONNAIRE

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

Please do not upload multiple files.

LEX_Bid_Documents_-_City_of_Edinburg_-_Type_IV,_Module_M-5_Construction.pdf

2. If you have any proprietary documents, please attach the redacted document here.
Qualification_Stmt_2019-2025.pdf

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

COI_-_City_of_Edinburg_-_Type_IV,_Module_M-5_Construction.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_LEX_Signed.pdf

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_LEX_Signed.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

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

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

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

Yes

5. Solicitation Forms

THE ATTACHED BID FORM WILL NEED TO BE FILLED OUT, SIGNED AND UPLOADED. *
Please download the below documents, complete, and upload.

- C410_Bid_Frm_for_Const_Cont...

C410_Bid_Frm_Addendum_1_LEX_Signed.pdf

THE ATTACHED QUALIFICATIONS STATEMENT WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- C451_Qualifications_Stateme...

C451_Qualifications_Statement_LEX_Signed.pdf

THE ATTACHED AGREEMENT WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- C520_Agmnt_btw_Own_and_Cntr...

C520_Agmnt_btw_Own_and_Cntr_for_Const_Con_Stipulated_Price_20250304_LEX_Signed.pdf

PLEASE PROVIDE FIVE (5) PAST PERFORMANCE FORMS, THEY WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- Reference_from_Owner_for_Pa...

Reference_from_Owner_for_Past_Performance_Response_Waste_Connections.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- C610_Performance_Bond_2018.pdf

C610_Performance_Bond_2018.pdf

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

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- C615_Payment_Bond_2018.pdf

C615_Payment_Bond_2018.pdf

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

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

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

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

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

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

F. Required Bidder Qualification Statement with supporting data; and

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

3.01 *Unit Price Bids*

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization (≤ 5% of Total Base Bid	LS	1	51,804.10	$51,804.10
002	Excavation, complete in place ready to use	CY	52,820	2.97	$156,875.40
003	Fill, complete in place ready to use	CY	71,600	1.50	$107,400.00
004	Subgrade Preparation, complete in place ready to use	AC	16	2,970.00	$47,520.00
005	Underdrain & Stormwater Management, complete in place ready to use	LS	1	222,979.50	222,979.50

EJCDC® C-410, Bid Form for Construction Contract.
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006	Membrane Backed Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	496,000	2.01	996,960.00
007	Reinforced Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	138,000	1.38	190,440.00
008	Protective Cover, complete in place ready to use	CY	43,700	3.33	145,521.00
009	Allowance for Unanticipated Work Items, complete in place ready to use	LS	1	$50,000	$50,000
Total of All Unit Price Bid Items					$1,969,500.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

Item 001 Mobilization/Demobilization (Maximum 5%)

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

Measurement for payment will be made per lump sum on the following basis: When at least 5% of the adjusted contract amount for construction is earned, 75% of the mobilization lump sum bid amount will be eligible for payment, minus retainage. Upon substantial completion of all work under this Contract and removal of all equipment and materials from the Project site, the remaining 25% of the mobilization lump sum bid amount will be eligible for payment, minus retainage.

Item 002 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the cubic yard basis.

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Item 003 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP). Measuring for payment is by the cubic yard basis.

Item 004 Subgrade Preparation

The Contractor shall prepare the subgrade for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the acre basis.

Item 005 Underdrain/Stormwater Management

The Contractor shall provide riser, drainpipe, gravel, geotextile, and maintain a groundwater pump, required electrical services for operation, and associated discharge piping. The Contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface infiltration. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The Contractor shall expect wet work. Contractor shall be fully responsible for any damage that occurs to any materials due to wet site conditions that occur for any reason. Materials shall be replaced at no cost to the owner. Measuring for payment is by lump sum basis.

Item 006 Membrane Backed Geosynthetic Clay Liner (GCL)

The Contractor shall install the membrane backed geosynthetic clay liner (GCL) on the floor of Module M-5 as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the square foot basis.

Item 007 Reinforced Geosynthetic Clay Liner (GCL)

The Contractor shall install the reinforced geosynthetic clay liner (GCL) on the slopes of Module M-5 as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the square foot basis.

Item 008 Protective Cover

Contractor shall install 2 ft of protective cover over the geosynthetic clay liner (GCL) as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the cubic yard basis.

Item 009 Allowance for Unanticipated Work Items

The allowance for unanticipated work items is to be used at the Owner's discretion and must be approved by the Owner before any work is performed. Under no circumstances shall the Contractor perform any work that is not within the Scope of Services and is not authorized or approved by the Engineer and Owner.

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ARTICLE 6—

ARTICLE 6—TIME OF COMPLETION

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

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

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

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

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

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
One	7/2/25

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

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

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

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

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

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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

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

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

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

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

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

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c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

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

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BIDDER hereby submits this Bid as set forth above:

Bidder:

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

By: _____
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: July 8, 2025
(typed or printed)

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

Attest: _____
(individual's signature)

Name: Eric Unsinn
(typed or printed)

Title: Secretary
(typed or printed)

Date: July 8, 2025
(typed or printed)

Address for giving notices:

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

Bidder's Contact:

Name: Lisa Hagood
(typed or printed)

Title: Administrative Manager
(typed or printed)

Phone: 281-937-9700 / 512-656-2730 Cell

Email: Lisah@lexinc.com

Address:

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

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

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LONGHORN EXCAVATORS EST 1993

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

CORPORATE RESOLUTION

I, Eric Unsinn, Secretary of Longhorn Excavators, Inc., a corporation organized under the laws of the State of Texas do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said Corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and the by-laws of said Corporation on the 8th day of July 2025

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

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

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

In witness whereof, I have hereunto set my name as Secretary and affixed the seal of said Corporation, this 8th day of July 2025.

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

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

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

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

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Edinburg

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars ($ 5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Edinburg Regional Disposal Facility – Type IV, Module M-5 Construction (Project No. 2025-23)

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

Signed and sealed this 8th day of July , 2025

(Witness)

Longhorn Excavators, Inc.
(Principal) (Seal)

By: (Title)

(Witness)

Continental Casualty Company
(Surety)

By
Attorney-in-Fact Hannah Montagne

Surety Phone No.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Hannah Montagne , Individually

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

- In Unlimited Amounts -

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

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

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

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

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

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

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

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of July, 2025.

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

D. Johnson — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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

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

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

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

Form F6853-6/2023

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company
To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-312-822-5000**
Toll-free: **1-877-672-6115**

Email: legclm@cnasurety.com
Mail: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Servicio al Cliente al **1-312-822-5000**
Teléfono gratuito: **1-877-672-6115**

Correo electrónico: legclm@cnasurety.com
Dirección postal: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:
Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Form F8277-9-2023

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

List of Proposed Subcontractors/Suppliers for City of Edinburg - Type IV, Module M-5 Construction

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

Name: EnviroCon Systems, Inc.
Address: 1910 Rankin Road, Houston, TX 77073
Phone: 281-443-2592
Work to be Done: Geosynthetic Supplier/Installer
Individuals Responsible for Work: Sergio Cantu

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

Name: Fisher Communications & Services LLC
Address: PO Box 322, Conroe, TX 77305-0322
Work to be Done: Underdrain Pump Supplier/Installer
Phone: 936-271-3430
Individuals Responsible for Work: Jeff Fisher

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

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

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

Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

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

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

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 24, 2025.

Jane Nelson
Secretary of State

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

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

1.02 Provide information on the Business's organizational structure:

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

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

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

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

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

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Eric Unsinn	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

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

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Longhorn	1.34			.74			.75		

ARTICLE 5—FINANCIAL

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

Financial Institution:	Barry Capers	
Business address:	2222 Greenhouse Rd, #2100 Houston, TX 77084	
Date of Business's most recent financial statement:	2/26/25	☒ Attached
Date of Business's most recent audited financial statement:	N/A	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		1.49
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.32

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ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Continental Casualty Company		
Surety is a corporation organized and existing under the laws of the state of:		Illinois	
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	151 North Franklin Street Chicago, Illinois 60606		
Physical Address (principal place of business):	151 North Franklin Street Chicago, Illinois 60606		
Phone (main):	312-822-5000	Phone (claims):	312-822-7330

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Aspen Specialty Insurance Company	Commercial Liability	
Clear Blue Insurance Company	Automobile Liability	
Texas Mutual Insurance Company	Workers Compensation	
Starr Indemnity and Liability	Inland Marine - Equipment Insurance	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No
Mailing Address (principal place of business):	Rockwater Insurance Group 12621 Featherwood Dr. Suite 115 Houston, TX 77034	
Physical Address (principal place of business):	same	
Phone (main):	832-583-7500	Phone (claims): 832-583-7500

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ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	101-150
Estimate of revenue for the current year:	$50-$75,000,000
Estimate of revenue for the previous year:	$57,001,823

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

Years of experience with projects like the proposed project:				
As a general contractor:	32+	As a joint venturer:	32+	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

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

B. Diverse Business Certifications if required by Paragraph 3.01.

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

D. Financial statements as required by Paragraph 5.01.

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

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

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

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

I. Additional items as pertinent.

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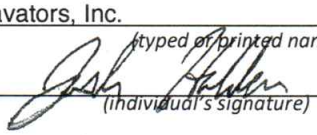
This Statement of Qualifications is offered by:

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

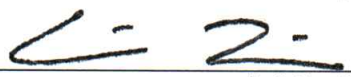
By: 
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: July 8, 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: Eric Unsinn
(typed or printed)

Title: Secretary
(typed or printed)

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

Designated Representative:

Name: Lisa Hagood
(typed or printed)

Title: Administrative Manager
(typed or printed)

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

Phone: 281-937-9700

Email: lisah@lexinc.com

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Schedule A—Current Projects

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

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

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

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

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

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

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

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

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

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

EJCDC® C-451, Qualifications Statement—Schedule C—Key Individuals.
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Safety Manager			
Name of individual		Eric Unsinn - see attached resume	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Eric Unsinn - see attached resyme	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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LONGHORN EXCAVATORS, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED NOVEMBER 30, 2024 AND 2023

BARRY CAPERS

PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

C O N T E N T S

INDEPENDENT ACCOUNTANTS' REVIEW REPORT 2

BALANCE SHEETS 3

STATEMENTS OF INCOME AND RETAINED EARNINGS 4

STATEMENTS OF CASH FLOWS 5

NOTES TO FINANCIAL STATEMENTS 6

BARRY CAPERS

PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

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

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

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

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

We have reviewed the accompanying financial statements of Longhorn Excavators, Inc., which comprise the balance sheets as of November 30, 2024 and 2023, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountants' Responsibility

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

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

Accountants' Conclusion

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

Barry & Capers, P.C.

February 26, 2025

LONGHORN EXCAVATORS, INC.
BALANCE SHEETS
NOVEMBER 30, 2024 AND 2023

A S S E T S

	2024	2023
CURRENT ASSETS:		
Cash	$ 2,428,792	$ 3,002,351
Accounts receivable:		
Trade	11,464,998	6,979,183
Unbilled work	686,302	407,363
Related party	1,000,000	1,400,000
Employees	3,250	4,080
Employee retention credit	280,037	280,037
Miscellaneous	235,384	144,478
	13,669,971	9,215,141
Contract assets:		
Accounts receivable - retainage	1,755,399	968,754
Cost and estimated earnings in excess of billings on contracts in progress	117,388	
	1,872,787	968,754
Prepaid expenses	206,647	124,087
Total current assets	18,178,197	13,310,333
PROPERTY AND EQUIPMENT:		
Automobiles and trucks	241,188	241,188
Machinery and equipment	106,615	98,821
	347,803	340,009
Less accumulated depreciation	220,070	132,928
	127,733	207,081
OTHER ASSETS:		
Deposit - federal income tax	76,144	65,181
Club memberships	24,500	24,500
	100,644	89,681
TOTAL	$ 18,406,574	$ 13,607,095

See independent accountants' review report

See notes to financial statements

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

	2024	2023
CURRENT LIABILITIES:		
Line of credit	$ 1,450,000	$ 1,100,000
Current maturities of long-term debt	667,341	640,189
Accounts payable:		
Trade	7,363,538	4,892,139
Miscellaneous	45,054	21,531
	7,408,592	4,913,670
Accrued expenses:		
Ad valorem taxes	4,007	4,740
Accrued state income and franchise tax	73,842	61,872
Labor payrolls, bonuses and payroll taxes	503,817	428,755
Equipment and other job costs	4,122	14,650
	585,788	510,017
Contract liabilities:		
Accounts payable - retainage	215,052	7,874
Billings in excess of cost and estimated earnings on contracts in progress	1,858,477	2,071,499
	2,073,529	2,079,373
Total current liabilities	12,185,250	9,243,249
LONG-TERM DEBT:		
Total	1,183,378	1,825,584
Less current maturities	667,341	640,189
	516,037	1,185,395
STOCKHOLDER'S EQUITY:		
Common stock - par value, $1; authorized, 100,000 shares; issued 1,000 shares; outstanding 333 shares	1,000	1,000
Retained earnings	7,840,475	5,313,639
	7,841,475	5,314,639
Less treasury stock at cost (667 shares)	(2,136,188)	(2,136,188)
	5,705,287	3,178,451
TOTAL	$ 18,406,574	$ 13,607,095

LONGHORN EXCAVATORS, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED NOVEMBER 30, 2024 AND 2023

	2024	2023
CONSTRUCTION REVENUE	$ 57,001,823	$ 48,639,119
DIRECT COSTS	50,305,039	43,061,160
FIELD PROFIT	6,696,784	5,577,959
GENERAL AND ADMINISTRATIVE EXPENSES:		
Advertising	3,466	6,554
Automobile	147,586	170,184
Bad debt	250	500
Bank charges	13,703	11,655
Contract and leased labor	369,215	334,537
Dues and subscriptions	70,307	84,519
Insurance	972,819	656,223
Legal, accounting and other	599,965	446,651
Meals and entertainment	52,252	43,949
Office supplies	97,930	78,480
Postage, printing and developing	8,310	13,168
Rent	148,030	107,808
Salaries and wages	982,029	1,121,345
Sales and promotional	20,376	25,058
Taxes - other than income	154,853	332,553
Telephone and radio	37,406	30,778
Travel	50,261	52,651
Utilities	13,611	11,134
Miscellaneous	165,553	104,430
	3,907,922	3,632,177
OPERATING INCOME	2,788,862	1,945,782
OTHER INCOME (EXPENSE):		
Gain on disposal of property and equipment		19,603
Interest expense	(265,840)	(134,139)
Miscellaneous	3,814	(21,874)
	(262,026)	(136,410)
NET INCOME	2,526,836	1,809,372
RETAINED EARNINGS - BEGINNING OF YEAR	5,313,639	6,035,114
TOTAL	7,840,475	7,844,486
LESS DISTRIBUTIONS		2,530,847
RETAINED EARNINGS - END OF YEAR	$ 7,840,475	$ 5,313,639

See independent accountants' review report

See notes to financial statements

LONGHORN EXCAVATORS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED NOVEMBER 30, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 2,526,836	$ 1,809,372
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	87,143	83,249
Bad debt	250	500
Gain on disposal of property and equipment		(19,603)
Amortization of prepaid insurance	804,180	578,919
	3,418,409	2,452,437
Changes in operating assets and liabilities:		
Decrease (increase) in operating assets:		
Accounts receivable	(4,455,080)	(577,402)
Contract assets	(904,033)	1,938,076
Prepaid expenses	(179,270)	(243,954)
Increase (decrease) in operating liabilities:		
Accounts payable	2,483,959	(307,929)
Accrued expenses	75,771	(197,841)
Contract liabilities	(5,844)	(172,514)
	433,912	2,890,873
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(7,795)	(10,000)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from short-term debt	2,750,000	1,100,000
Payments of short-term debt	(3,107,470)	(452,502)
Payments of long-term debt	(642,206)	(638,550)
Distributions paid		(2,530,847)
	(999,676)	(2,521,899)
INCREASE (DECREASE) IN CASH	(573,559)	358,974
CASH - BEGINNING OF YEAR	3,002,351	2,643,377
CASH - END OF YEAR	$ 2,428,792	$ 3,002,351
SUPPLEMENTAL DISCLOSURES:		
Interest paid	$ 265,840	$ 134,139
Noncash investing and financing activities:		
Federal income tax deposit receivable (payable)	(10,963)	135,540
Direct financing of property and equipment purchases		70,698
Direct financing of insurance premiums	707,470	452,502
Value received on trades of property and equipment used to pay off existing debt		51,836

See independent accountants' review report

See notes to financial statements

1. Nature of Business and Significant Accounting Policies

Nature of Operations

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

Accounting Estimates

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

Fair Value Measurements

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

Balance Sheet Classifications

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

Allowance for Credit Losses

On December 1, 2023 the Company adopted and now recognizes credit losses in accordance with ASC Topic 326, Financial Instruments - Credit Losses, and subsequently issued additional ASUs ("Topic 326") on a modified retrospective approach. The new guidance replaced the incurred loss methodology used in previous years with an expected loss methodology. Topic 326 requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, reasonable and supportable forecasts, and other information available to management. Management elected to estimate the expected credit losses using a loss rate method that was applied to groups of assets categorized based on similar risk characteristics. Topic 326 was applicable to accounts receivable and contract assets included in the balance sheets. Any expected credit losses are recorded to an allowance for credit losses valuation account (see Note 3).

Cash and Cash Equivalents

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

Contract Assets

The Company's contract assets include amounts due under contractual retention provisions, unamortized fulfillment costs, and costs and estimated earnings in excess of billings. Costs and estimated earnings in excess of billings also represent amounts earned and reimbursable under contracts, including customer affirmative claim recovery estimates, but have a conditional right for billing and payment such as achievement of milestones or completion of the project. With the exception of customer affirmative claims, generally, such unbilled amounts will become billable according to the contract terms and generally will be billed and collected over the next twelve months. Settlement with the customer of outstanding affirmative claims is dependent on the claims resolution process and could extend beyond one year. Based on the Company's historical experience, management generally considers the collection risk related to billable amounts to be low. When events or conditions indicate that it is probable that the amounts outstanding become unbillable, the transaction price and associated contract asset is reduced.

1. Nature of Business and Significant Accounting Policies - Continued

Contract Assets - Continued

Certain construction contracts include retention provisions to provide assurance to the Company's customers that the Company will perform in accordance with the contract terms and are not considered a financing benefit under ASC Topic 606. The balances billed but not paid by customers pursuant to those provisions generally become due upon completion and acceptance of the project work by the customer.

Contract assets are now periodically measured for expected credit losses based on historical losses and other information available to management using an expected loss rate methodology. Management of the Company is of the opinion the allowance for credit losses on contract assets was not material at November 30, 2024 and 2023. Accordingly, no provision for credit loss allowance has been made.

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

	2024	2023	2022
Contract assets	$ 1,872,787	$ 968,754	$ 2,906,830

Contract Liabilities

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

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

	2024	2023	2022
Contract liabilities	$ 2,073,529	$ 2,079,373	$ 2,251,887

Right of Use Assets and Leases

The Company recognizes leases in accordance with ASC Topic 842, Leases, and subsequently issued additional related ASU's ("Topic 842"). A lease contract conveys the right to use an underlying asset for a period of time in exchange for consideration. At inception, the Company determined whether a contract contains a lease by determining if there is an identified asset and if the contract conveys the right to control the use of the identified asset in exchange for consideration over a period of time. For leases with a lease term greater than one year, at lease commencement, the Company measures and records a lease liability equal to the present vale of the remaining lease payments, generally discounted using the borrowing rate on its secured debt. Management of the Company has determined there were no such leases present at November 30, 2024 and 2023.

Income, Revenue and Expense Recognition

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

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

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

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

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

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

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

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

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

Typically, performance obligations related to the Company's construction contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. Performance obligations satisfied over time totaled $57,001,823 and $48,639,119 for the years ended November 30, 2024 and 2023, respectively. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer by measuring the progress toward complete satisfaction of the performance obligation(s) using a cost to cost input method. Under the cost to cost input method, costs incurred to date are generally the best depiction of transfer of control.

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

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

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

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

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

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

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

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

Property, Equipment, and Depreciation

Property and equipment are stated at cost. Maintenance and repairs are charged to operations as incurred. Depreciation is computed using the straight-line method over the following useful lives (see Note 10):

Automobiles and trucks	3 years
Machinery and equipment	5 years

Warranties

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

Surety Bonds

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

Advertising

The Company expenses advertising costs as incurred.

Income Tax

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

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

Variable Interest Entities

The Company applies an alternative standard issued by the Financial Accounting Standards Board regarding the application of Variable Interest Entities (VIE) guidance to private entities under common control which includes a provision that eliminates the requirement of the Company to apply VIE guidance to commonly controlled entities unless the Company has a direct or indirect controlling financial interest in the entity (see Note 13).

Accrued Compensated Absences

Employees are entitled to paid vacations, sick days and personal days off, depending on job classification, length of service, and other factors. An accrued compensated absences estimate has not been made for the years ended November 30, 2024 and 2023. Management does not expect this cost to have a significant impact on the Company’s financial statements.

2. Concentrations

Credit Risk

The Company maintains cash accounts in one bank. The accounts are insured up to $250,000 at the institution by the Federal Deposit Insurance Corporation. Amounts in excess of this coverage are uninsured and subject to loss should the bank fail, with possible offset against outstanding loans. At November 30, 2024 and 2023 the Company had $775,773 and $1,180,456, respectively, in uninsured deposits net of outstanding loans.

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

For the years ended November 30, 2024 and 2023 the Company had accounts receivable trade and retainage balances in excess of 10% of the total accounts receivable trade and retainage balance attributable to three and four customers, respectively. The total accounts receivable trade and retainage from these customers at November 30, 2024 and 2023 was $5,815,482 and $5,318,525, respectively.

Major Customers

The Company had revenue in excess of 10% of its gross revenue attributable to two and one customers, respectively, in the amount of $14,881,955 and $5,115,981, respectively, for the years ended November 30, 2024 and 2023.

3. Accounts Receivable and Allowance for Credit Losses

Accounts receivable are now periodically measured for expected credit losses based on historical losses and other information available to management using an expected loss rate methodology. Management of the Company is of the opinion the allowance for credit losses on accounts receivable was not material at November 30, 2024 and 2023. Accordingly, no provision for credit loss allowance was made.

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

	2024	2023	2022
Accounts receivable - trade	$ 11,464,998	$ 6,979,183	$ 7,402,228

4. Deposit - Federal Income Tax

At November 30, 2024 and 2023 the Company reported a refundable income tax deposit of $76,144 and $65,181, respectively, in other assets. The deposit represents the amount of federal income tax computed on the taxable income that is deferred one year due to the Company's taxable year-end being different from that of its owner. The balance receivable (payable) at November 30, 2024 and 2023 is $(10,963) and $135,540, respectively, and is included in accounts receivable (payable) - miscellaneous in these financial statements.

5. Line of Credit

On May 16, 2023 the Company modified and extended a line of credit agreement providing advances up to $5,000,000, or 80% of the aggregate amount of eligible accounts, with interest at the prime rate. Eligible accounts consist of trade accounts not over 60 days or not from any customer with more than 20% of their outstanding trade balance over 60 days unless approved by the bank. The line of credit is collateralized by all Company accounts and the guaranty of the stockholder. Accrued interest is due monthly beginning June 8, 2023 until maturity on July 8, 2024 at which time the outstanding principal plus any unpaid interest is due. The line of credit contains financial covenants such as a debt service coverage requirement. At November 30, 2023 there was $1,100,000 due on the line of credit.

5. Line of Credit - Continued

On July 8, 2024 the Company renewed the line of credit agreement with the terms and conditions remaining the same. Accrued interest is due monthly beginning August 8, 2024 until maturity on July 8, 2025 at which time outstanding principal plus unpaid interest is due. At November 30, 2024 there was $1,450,000 due on the line of credit.

6. Long-Term Debt

Long-term debt at November 30, 2024 and 2023 consists of the following:

	2024	2023
Note payable in monthly installments of $821, including interest at 2.9%, collateralized by a 2022 Toyota Tundra	$ 26,004	$ 34,958
Note payable in monthly installments of $1,115, including interest at 4.69%, collateralized by a 2022 Ford F350	35,425	46,847
Note payable in monthly installments of $54,912, with interest at the prime rate, collateralized by all assets and guaranteed by the stockholder (see Note 15)	1,065,355	1,673,082
Note payable in monthly installments of $1,731, including interest at 7.99%, collateralized by a 2024 Ford F250	56,594	70,697
	1,183,378	1,825,584
	667,341	640,189
	$ 516,037	$ 1,185,395

The following are maturities of long-term debt:

November 30, 2025	$ 667,341
November 30, 2026	476,354
November 30, 2027	37,983
November 30, 2028	1,700
	$ 1,183,378

7. Significant Estimates

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

8. Cost and Estimated Earnings on Contracts in Progress

Billings in excess of cost and estimated earnings on contracts in progress at November 30, 2024 and 2023 consists of the following:

	2024	2023
Billings to date	$ 37,508,193	$ 22,987,458
Less:		
Cost to date	31,993,616	19,355,502
Estimated earnings	3,773,488	1,560,457
	35,767,104	20,915,959
Billings in excess of cost and estimated earnings - net	$ 1,741,089	$ 2,071,499
Billings in excess of cost and estimated earnings	$ 1,858,477	$ 2,071,499
Cost and estimated earnings in excess of billings	117,388	
Billings in excess of cost and estimated earnings - net	$ 1,741,089	$ 2,071,499

9. Backlog

The following schedule summarizes changes in backlog amounts on contracts during the year ended November 30, 2024. Backlog represents the amount of gross revenue the Company expects to realize from contracts in progress at year end and contractual agreements on work which has not yet begun.

Backlog balance at November 30, 2023	$ 11,046,934
Revisions to transaction price estimates at November 30, 2023	6,460,772
New contracts added during the year ended November 30, 2024	69,347,798
	86,855,504
Less contract revenues earned during the year ended November 30, 2024	57,001,823
Backlog balance at November 30, 2024	$ 29,853,681

Backlog includes contracts totaling $11,839,690 on which work has not begun. The Company entered into additional contracts with estimated revenues of $10,812,892 between December 1, 2024 and February 26, 2025. The Company has additional contracts totaling $15,116,992 which have been awarded but not signed.

10. Depreciation

Depreciation charged to operations for the years ended November 30, 2024 and 2023 consists of the following:

	2024	2023
Direct costs	$ 87,143	$ 83,249

11. Accounting For Uncertainty In Income Taxes

The Company files income tax returns in the U.S. federal jurisdiction and several state jurisdictions. At November 30, 2024 the Company's tax returns open for review by taxing authorities were for the years ended November 30, 2021 to November 30, 2023 for federal and for the years ended November 30, 2020 to November 30, 2023 for states.

12 401(k) Plan

The Company has a 401(k) employee savings plan that covers all employees that have completed one year of service and have attained the age of twenty-one. Eligible employees may elect to contribute a portion of their compensation to the plan subject to IRS guidelines. The Company's matching contribution is discretionary, is reviewed on an annual basis, and is subject to change. The Company did not make or accrue profit sharing contributions for the years ended November 30, 2024 and 2023.

13. Related Party Transactions

During the years ended November 30, 2024 and 2023 the Company incurred $4,613,246, and $5,046,740, respectively, of rental equipment expense under month-to-month agreements from a related company. At November 30, 2024 and 2023 the Company owes the related company $1,390,617 and $987,495, respectively, which is included in accounts payable - trade in these financial statements.

During the year ended November 30, 2023 the Company advanced a separate related party $1,400,000 for working capital needs. At November 30, 2023 the balance was reported in accounts receivable - related party on the balance sheet. During the year ended November 30, 2024 the Company advanced an additional $1,200,000 to the related party and was repaid $1,600,000. At November 30, 2024 the balance of $1,000,000 was reported in accounts receivable - related party on the balance sheet.

14. Employee Retention Credit

During the year ended November 30, 2021 management of the Company determined the Company qualified for the employee retention credit in the fourth quarter of 2020 and the first three quarters of 2021. The Company filed an amended 941 for these quarters which resulted in a refund of $1,319,821. Through November 30, 2023 the Company had received $1,039,784 of the refund. At November 30, 2024 and 2023 the remaining refund is recorded in accounts receivable on the balance sheets in the amount of $280,037.

15. Change in Ownership

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

16. Lawsuit

On January 27, 2023 a lawsuit was brought against the Company by a former employee claiming wrongful termination and seeking monetary relief over $250,000 but less than $1,000,000. The lawsuit was settled in January 2025 with the Company having to pay $27,500 to settle the claim.

17. Subsequent Events

The Company has evaluated events that occurred subsequent to November 30, 2024 through February 26, 2025, which is the date the financial statements were available to be issued. Other than mentioned in Note 16, there were no other material recognized or non-recognized subsequent events during this period.

Longhorn Excavators, Inc. | Building Success from the Ground Up
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Website: www.lexinc.com

QUALIFICATION STATEMENT
CONSTRUCTION PROJECTS

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2025 PROJECTS			
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cell VB Sump Riser Retrofit Construction Including excavation, structural fill, retrofits of the Cell VB sump and cell VB cleanout risers including pumps, panels, pipe and all related appurtenances. 13,500 CY of excavation	$ 609,138.00 Dated 5/20/25	10%	Aug-25
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
SAWTOOTH REGIONAL LANDFILL	Sawtooth Regional Landfill - Cell 2B - Cell and Leachate Evap Pond Construction including excavation, general fill, installation of protective cover layer, installation of leachate collection system, installation of a leachate evaporation pond, stormwater ponds, perimeter road, vegetation and other related work. 931,854 CY of excavation	$ 7,269,000.00 Dated 7/2/25	Not Started	
Republic Services Environmental Solutions III, LLC				
16415 NW Waste Site Drive				
Mayfield, ID 83647				
Environmental Manager - Jorden Foster, 470-827-3616				
Plum Creek Management District No. IA	Phase IIB Clearing and Grubbing & Detention and Drainage Facilities to Serve Plum Creek Management District No. IA - Includes clearing and grubbing; the excavation and dirt manipulation of 662,300 CY of earthen material to be hauled, placed and compacted on-site; installation of backslope interceptor structures, drainage swales, concrete pilot channel, erosion control items and all other related work.	$ 6,269,700.00	Not Started	
C/O LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Scott Frankovich PE, (817) 372-0953				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 4 Construction - Perform excavation, fill placement, clay liner construction, geosynthetic coordination, underdrain and leachate collection system installation, protective cover layer placement, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 364,013 CY of excavation	$ 1,934,269.80 Dated 5/9/25	32%	Oct-25
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 9 Construction - Perform excavation, fill placement, clay liner construction, geosynthetic coordination, underdrain and leachate collection system installation, protective cover layer placement, stormwater & groundwater control, and all other related work. 238,164 CY of excavation	$ 1,363,186.24 Dated 5/19/25	14%	Oct-25
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
COASTAL PLAINS LANDFILL	Cell 30 Construction - Perform excavation, fill placement, clay liner construction, geosynthetic coordination, underdrain and leachate collection system installation, forcemain installation, protective cover layer placement, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 30,100 CY of excavation	$ 1,159,080.00	Jun-25	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GCP Loan Subsidiary 1, L.P.	Construction of the Mass Grading to Serve Grand Central Park Sections 34 & 39 - Includes the purchase, haul placement and compaction of 221,100 CY of earthen material.	$ 4,090,690.50 Dated 4/30/25	45%	Jul-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Hayden Rice, PE, (979) 645-1008				
CITY OF EDINBURG - LANDFILL PERIMETER DRAINAGE IMPROVEMENTS	Landfill Perimeter Drainage Improvements including the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications. 694,000 CY of excavation	$ 4,540,380.00 Dated 2/7/25	41%	Oct-25
Edinburg Regional Disposal Facility				
8601 North Jasman Road				
Edinburg, TX 78542				
Engineer - WSP, Chad Ireland , PE (713) 471-5701				
D. R. Horton - Texas, Ltd. on behalf of Brazoria County MUD No. 87	Construction of the Detention and Grading Phase 4 to Serve Brazoria County MUD No. 87 - Includes clearing and grubbing; the excavation of approximately 478,122 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe, slope paving, swales and riprap.	$ 4,450,500.93 Dated 4/21/25	26%	Sep-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Kathleen Kinchen, PE, (713) 358-8816				
BLUE RIDGE LANDFILL	Class 1 Sector 24G Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection systems; installation of protective cover; future and existing tie-ins; installation of road and truck pad; leachate and underdrain forcemains; and other services as described in the Scope of Work. 209,000 CY of excavation	$ 1,399,533.46	May-25	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tyler Tandy, (281) 536-0254				
BLUE RIDGE LANDFILL	MSW Sector 14C Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; installation of road and truck pad; and other services as described in the Scope of Work. 145,000 CY of excavation	$ 1,924,474.65	May-25	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tyler Tandy, (281) 536-0254				
BLUE RIDGE LANDFILL	Final Cover Landscape Berm Construction including locating the existing liner tie-in; grading and placement of intermediate cover and surface preparation; installation of 18-inch soil infiltration layer; installation of a 42-inch erosion layer; installation of a 6-inch topsoil layer; future final cover tie-ins; installation of a Flexamat-lined stormwater chutes, drainage swales, TRM and vegetation establishment; and all other services described in the Scope of Work.	$ 1,109,100.15 Dated 1/2/25	Not Started	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tyler Tandy, (281) 536-0254				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
GOLDEN TRIANGLE LANDFILL	Sector 7A Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover and future tie-in; underdrain and leachate forcemain installation; installation of road, truck pad and culverts; seeding and TRM; and other services as described in the Scope of Work. 42,000 CY of excavation; 45,000 C Y of berm fill	$ 1,894,690.50	May-25	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GALVESTON COUNTY LANDFILL	Cell 5D2 & 5E Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of a 2-foot thick and 3-foot thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; existing tie-ins; construction of roads and truck pad; installation of electrical and forcemain; and all other services as described in the Scope of Work. 138,200 CY of excavation	$ 1,414,800.27	Jun-25	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Crystal Hardee, (409) 728-7445				
LONE STAR RECYCLING AND DISPOSAL FACILITY	Sector F - Cell 1 and Site Drainage Improvements Construction including excavation; prepared subgrade; installation of 36-inch compacted clay liner; installation of 12-inch-thick protective cover layer; installation of underdrain system; and installation pond improvements including excavation, fill and RCP, CMP and Box Culverts. 454,119 CY of excavation	$ 3,201,470.64 Dated 3/12/25	48%	Aug-25
Waste Connections				
4107 S Sam Houston Pkwy W				
Houston, TX 77053				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
TIMBERLANE LANDFILL	Cell 13 Construction including excavation; prepared subgrade; installation of 36-inch recompacted clay liner; installation of 12-inch-thick sand drainage layer, protective cover layer and rain flap berm; installation of leachate collection system; installation of road and turnaround pad; seeding and storm water management. 247,400 CY of excavation	$ 2,213,336.21	Jun-25	
Waste Connections				
Louisiana Regional Landfill Company (LRLC)				
1158 Landfill Rd				
Oakdale, LA 71463				
Attn: Joe Vieceli (832) 442-2906				
Engineer - Fourrier & de Abreu Engineers, Dale Steib (225) 677-7950				
Sienna Parks & Levee Improvement District of Fort Bend County Texas	Construction of the Regional Storage Pond Phase 3 - Includes clearing and grubbing; the excavation of 581,000 CY of earthen material to be hauled, placed and compacted on-site; installation of backslope interceptor structures, drainage swale, erosion control items and all other related work.	$ 11,839,690.20	61%	Sep-25
C/O LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Scott Frankovich PE, (817) 372-0953				
Sonoco Products Company	Construction of the Class Three Industrial Landfill (Cell H) - Cell Construction including excavation, installation of sand blanket, clay liner and protective cover, installation of leachate collection system, installation of leachate handling and storm water management items, and access road. 122,400 CY of excavation	$ 1,897,455.18	Jun-25	
1 North 2nd Street				
Hartsville SC 29550				
Engineer - Daniel Cheek PE, (478) 743-7175				
OAK GROVE LANDFILL	Oak Grove Landfill - Phase 13 - Cell and MSE Berm Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, installation of leachate handling and storm water management items, access road, MSE berm and seeding. 73,200 CY of excavation plus fill and imported materials	$ 8,825,920.86 Dated 2/26/25	3%	Mar-26
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Luke Cunningham, P.E. (423) 269-0871				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2024 PROJECTS			
TALL PINES DISPOSAL FACILITY	Cell 34 Construction - All necessary materials, labor, full-time supervision, equipment, surveying services to perform excavation and structural fill, clay liner construction, protective cover placement and ditch construction. 54,925 CY of excavation	$ 1,358,850.00	May-25	
GFL Environmental				
2050 W. Sam Houston Parkway S				
Houston, TX 77042				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
GA POWER, PLANT WANSLEY	GA Power, Plant Wansley - Culvert Install and Stream Restoration - Includes excavation of 219,879 CY of earthen material to be hauled and placed on-site.	$ 2,054,903.80 Dated 11/1/24	81%	Aug-25
Subcontractor to C.S. Britton, Inc.				
2692 N Hwy 27				
Carrollton, GA 30117				
Grand Parkway HG2 on behalf of Fort Bend County MUD No. 134F	Construction of Harvest Green Drainage, Detention and Mass Grading Phase VII to serve Fort Bend County MUD No. 134F - Includes clearing and grubbing; the excavation of 448,537 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap and seeding.	$ 3,971,127.99 Dated 10/17/24	73%	Jul-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Travis Veillon, PE, (337) 515-4574				
FORT BEND LANDFILL	Cell 15 Construction - Including clearing & grubbing; excavation and structural fill; installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate collection system; installation of cell access road and tipping pad, and other services. 40,600 CY of excavation	$ 2,262,930.60	Jan-25	
GFL Environmental				
2050 W. Sam Houston Parkway S				
Houston, TX 77042				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
EAGLE POINTE GOLF COURSE	Eagle Pointe Golf Course Phase 1B - Including clearing and 61,822 CY of excavation	$ 323,076.00	Sep-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company				
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
GFL Environmental	Construction of Red Gully Channel Realignment - Includes clearing and grubbing; the excavation of approximately 1,027,334 CY of earthen material to be hauled, placed and compacted on-site; installation of drainage pipe, rip-rap, interceptor structures, slope paving, swales and hydro-mulch seeding.	$ 5,067,621.36 Dated 8/26/24	90%	Aug-25
C/O Quiddity Engineering LLC				
1575 Sawdust Road, Suite 400				
The Woodlands, Texas 77380				
Engineer - David Cornyn, PE, (512) 685-5116				
TOWER LANDFILL	Phase 2, Cell 2B, Unit 5 Cell Construction including clearing and stripping; excavation; subgrade preparation; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; installation of geomembrane and ballast system; installation of access road, culverts, stormwater channel and riprap ditch; and other services as described in the Scope of Work. 470,000 CY of excavation	$ 4,409,060.50	Dec-24	
Republic Services, Inc.				
Allied Waste Systems of Colorado, LLC				
8480 Tower Road				
Commerce City, CO 80022				
Environmental Manager - Vittoria Zucchelli (303) 356-5076				
UPSTATE REGIONAL MSW LANDFILL	Cell No. 12 Construction including stripping; excavation and rock blasting; subgrade preparation; installation of 2-foot-thick compacted clay liner; installation of leachate collection and forcemain systems; installation of 2-foot-thick protective cover; installation of access road, turn-around pad, stormwater ditches, pipe, inlet, junction box, riprap and concrete apron; and other services as described in the Scope of Work. 203,000 CY of excavation	$ 3,583,336.32	May-25	
Republic Services, Inc.				
Republic Services of Kentucky, LLC				
868 Wildcat Road				
Enoree, SC 29335				
Environmental Manager - Mike Loyd (864) 608-4912				
TRAVIS CLUB GOLF COURSE	Clearing and Excavation at Travis Club Golf Course 398,739 CY of excavation	$ 4,696,060.53	Nov-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company				
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
Harris County Municipal Utility District No. 535	Construction of Rosewood West Phase I Offsite Clearing & Grubbing, Detention, and Mass Grading to serve Harris County Municipal Utility District No. 53 - Includes clearing and grubbing; the excavation of approximately 630,500 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of storm sewer system, slope paving, swales and riprap.	$ 5,169,507.34 Dated 5/23/24	99%	Jul-25
C/O Quiddity Engineering LLC				
1575 Sawdust Road, Suite 400				
The Woodlands, Texas 77380				
Engineer - Randal Meyer, PE, (346) 231-0809				
SEABREEZE ENVIRONMENTAL LANDFILL	2024 Cell 13A/14A Construction including mucking, excavation, structural fill, and subgrade preparation; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; and other services as described in the Scope of Work. 26,000 CY of excavation	$ 1,814,770.80	Oct-24	
Waste Connections				
Seabreeze Recovery, Inc.				
10310 FM 523				
Angleton, TX 77541				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
BLUE RIDGE LANDFILL	Class 1 Sector 24F Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; and other services as described in the Scope of Work. 11,600 CY of excavation	$ 269,058.00	Apr-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	Class 1 Sector 24G Excavation - 210,432 CY of excavation	$ 736,895.77	Aug-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	MSW Sector 13B-14B Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 330,400 CY of excavation	$ 2,603,884.47	Oct-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
GALVESTON COUNTY LANDFILL	Cell 5D2 & 5E Excavation - Includes 142,316 CY of cell excavation and 22 AC of clearing of future borrow pit	$ 466,616.04	Mar-24	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 3A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 32,600 CY of excavation; 44,500 C Y of berm fill	$ 1,137,796.50	Jun-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 8A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 40,100 CY of excavation; 33,500 C Y of berm fill	$ 1,185,230.10	Apr-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cell 14A Construction - Including excavation, structural fill, and prepared subgrade; installation of clay plug, protective cover, leachate collection system; leachate forcemain components; stormwater management (e.g., pond and pond liner, berms, rip rap, culverts, ECB, TRM, etc.); access road and turnaround pad. 128,870 CY of excavation	$ 1,605,376.50	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cells 13 East and 13 West Final Cover Construction - Including earthwork (excavation and general fill); waste relocation; installation of intermediate cover, protective cover, erosion layer, leachate collection/toe drain system, stormwater management (e.g., berms, downchute, toe-drain, rip rap, etc.); and modify the existing GCCS features to match the final cover elevations. 32,592 CY of excavation	$ 1,543,145.76	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
D. R. Horton - Texas, Ltd. on behalf of Brazoria County MUD No. 87	Construction of the Detention and Grading Phase 3 to Serve Brazoria County MUD No. 87 - Includes clearing and grubbing; the excavation of approximately 1,102,065 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap.	$ 7,980,952.65 Dated 2/12/24	99%	Jul-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Kathleen Kinchen, PE, (713) 358-8816				
GCP Loan Subsidiary 1, L.P.	Construction of the Mass Grading to Serve TCE-01 20.2 Acres - Includes the purchase, haul placement and compaction of 154,000 CY of earthen material.	$ 4,591,231.68	Oct-24	
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Hayden Rice, PE, (979) 645-1008				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2023 PROJECTS			
TALL PINES DISPOSAL FACILITY	Construction of Ponds and Channels - Including clearing and grubbing, excavation and fill,	$ 303,017.96	Jan-24	
GFL Environmental	ditch clean-up existing, installation of 36-inch CMP and rip rap culvert crossing, installation			
2050 W. Sam Houston Parkway S	of temporary downchute.			
Houston, TX 77042	28,000 CY of excavation			
Attn: Jennifer Glowacki (346) 482+8607				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
CHILDRESS HALL GOLF COURSE	Childress Hall Irrigation Ponds for Childress Hall Golf Course	$ 1,980,595.02	Mar-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company	349,687 CY of excavation			
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 3 Construction - Perform excavation, structural fill placement, clay liner	$ 1,252,830.70	Apr-24	
Waste Management of Texas	construction, geosynthetic coordination, underdrain and leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, enhanced cell drainage construction,			
Katy, TX 77494	stormwater & groundwater control, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	195,000 CY of excavation			
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
BAYTOWN LANDFILL	Sector 7, Cell 3 & 4 Construction - Perform site preparation, excavation, structural fill	$ 1,201,536.90	Mar-24	
Waste Management of Texas	placement, clay liner construction, geosynthetic coordination, underdrain and leachate			
24275 Katy Freeway, Suite 450	collection system installation, protective cover layer placement, stormwater control,			
Katy, TX 77494	groundwater control, sedimentation control activities, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	206,200 CY of excavation			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
COASTAL PLAINS LANDFILL	Cell T-28 South Construction - Perform excavation, structural fill placement, underdrain	$ 621,430.10	Nov-23	
Waste Management of Texas	trench and geocomposite installation, clay liner construction, leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, surface water channel and perimeter road,			
Katy, TX 77494	and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	66,611 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
FAIRBANKS LANDFILL	Cell Q, Phase 1 and 2 Construction - Perform excavation, structural fill placement,	$ 2,093,630.64	Jan-24	
Waste Management of Texas	underdrain trench, sump and geocomposite installation, clay liner construction, protective			
24275 Katy Freeway, Suite 450	cover layer placement, surface water channel and perimeter road, and all other related			
Katy, TX 77494	work.			
Attn: Mr. Chuck Rivette (713) 647-5542	497,383 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 8 Construction - Perform excavation, structural fill placement, underdrain trench and	$ 718,308.58	Aug-23	
Waste Management of Texas	temporary sump installation, clay liner construction, protective cover layer placement, and			
24275 Katy Freeway, Suite 450	all other related work.			
Katy, TX 77494	164,340 CY of excavation			
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
SAND VALLEY LANDFILL	Partial Closure including intermediate cover, near-surface gas collection, toe drain,	$ 2,337,948.18	Mar-24	
Republic Services, Inc.	compacted soil cover, geosynthetics, protective soil cover, topsoil saver and stormwater			
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	control items.			
3345 County Road 209	53,010 CY of earthwork			
Collinsville, AL 35961				
Environmental Manager - Holly Van Kirk (615) 956-9277				
SEABREEZE ENVIRONMENTAL LANDFILL	Cell 17 Construction including mucking, excavation, structural fill, and subgrade	$ 2,510,698.32	Mar-24	
Waste Connections	preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay			
Seabreeze Recovery, Inc.	liner; installation of a leachate collection system; installation of 2-foot-thick protective cover;			
10310 FM 523	future and existing tie-ins; installation of access road and truck pad; leachate and			
Angleton, TX 77541	underdrain forcemains; and other services as described in the Scope of Work.			
Southern Region Engineer - Dillon Hoppe (320) 237-8815	345,000 CY of excavation			
SAND VALLEY LANDFILL	Tract 2 B-1 Cell Construction including excavation; subgrade preparation and Geogrid;	$ 5,885,052.87	Nov-24	
Republic Services, Inc.	installation of 1-foot-thick compacted clay liner; installation of a leachate collection system			
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	and forcemain; installation of 1-foot-thick protective cover; installation of access road;			
3345 County Road 209	installation of stormwater berms, RCP, headwalls, riprap ditch and outlets; and other			
Collinsville, AL 35961	services as described in the Scope of Work.			
Environmental Manager - Holly Van Kirk (615) 956-9277	605,972 CY of excavation			
PINE RIDGE LANDFILL	Phase 1 Temporary Cover Construction including site preparation; excavation, grading and	$ 2,314,440.95	Jun-24	
Republic Services of Georgia, LP	placement of intermediate cover and subgrade preparation; installation of liquid collection			
105 Baily Jester Road	system; installation of stormwater management items and vegetation establishment.			
Griffin, GA 30224	16,635 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
BONDAD LANDFILL	Cell 11E North Construction including clearing and grubbing, excavation, structural fill, and	$ 984,585.00	Oct-23	
Republic Services	subgrade preparation; installation of a leachate collection system; installation of stormwater			
1500 County Road 318	channel and other services as described in the Scope of Work.			
Durango, CO 81232	41,300 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
SEABREEZE ENVIRONMENTAL LANDFILL	2023 Initial Cell 13A/14A Construction including mucking, excavation, structural fill, and	$ 1,436,056.62	Nov-23	
Waste Connections	subgrade preparation; installation of an underdrain system; leachate and underdrain			
Seabreeze Recovery, Inc.	forcemains; and other services as described in the Scope of Work.			
10310 FM 523	230,000 CY of excavation			
Angleton, TX 77541				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
DESERT RECLAMATION FACILITY - INITIAL SITE CONSTRUCTION	Desert Reclamation Facility - Initial Site Construction including operational area pad, fluid	$ 3,395,400.93	Nov-23	
Desert Environmental LLC	management ponds, collection/receiving pits, mixing/drying pads, contact water ponds,			
5555 San Felipe, Suite 1200	truck wash, culvert and disposal pit.			
Houston, TX, 77056	398,460 CY of excavation			
Engineer - Geosyntec Consultants, Inc, Davis Lofton, (601) 720-0923				

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

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

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

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

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

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

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

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

Eric Unsinn

26207 Ridgelawn Dr
Richmond, TX 77406

281-932-0650
eric@lexinc.com

EDUCATION

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

PROFESSIONAL EXPERIENCE

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

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

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

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

Project Manager, Houston TX — February 1999- March 2005

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

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

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

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

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

PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2021 – Bondad Landfill
$1 million | Durango, CO

Greg Parker

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

EDUCATION

Houston Community College, Houston, TX June 1990

PROFESSIONAL EXPERIENCE

LONGHORN EXCAVATORS, Houston TX
Superintendent 2017- Present

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

ASCO EQUIPMENT, Houston TX
Territory Manager 2013- 2017

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

HI-WAY EQUIPMENT, Houston TX
Territory Manager 2008- 2013

- Help increase our sales revenues and maintain customer relationships within an assigned geographical area.
- Monitor competition within assigned region.
- Discover sales opportunities through consumer research.
- Meet with customers to address concerns and provide solutions.

LONGHORN EXCAVATORS, Houston TX
Project Manager 1991- 2007

- Responsible for supervising the construction crew in site preparation, staking, excavation, and the overall formation of the projects.
- Work directly with owners and engineers to ensure project met/exceeded expectations.
- Manage on-site equipment and material deliveries.
- Manage project costs and scheduling.

DA PARKER CONSTRUCTION, Houston TX
Superintendent 1990- 1991

- Manage construction of Town and Country Mall Project.

PROJECTS

ABILENE LANDFILL, REPUBLIC SERVICES, INC.
CONSTRUCTION OF 4.9 ACRE SECTOR 3A AND 3.6
604,000 cubic yards | $1.9 million | Abilene, TX

CHARTER WASTE LANDFILL, REPUBLIC SERVICES, INC.
CONSTRUCTION OF 3.5 ACRE CLASS 1 CELL 19A AND
6.5 ACRE MSW CELL 17/18
382,000 cubic yards | $2.4 million | Odessa, TX

SOUTHWEST REGIONAL LANDFILL, ALLIED WASTE INDUSTRIES, INC.
CELL 11 EXPANSION
250,296 cubic yards | $960,800 | Buckeye, AZ

GREENSHADOWS LANDFILL, WASTE CORP. OF TEXAS, LP
CELL 6 AND 7 CONSTRUCTION
258,600 cubic yards | $1.2 million | Pasadena, TX

ADDICKS FAIRBANKS LANDFILL, WASTE CORP. OF TEXAS, LP
CELL 1-13 & CLOSURE AND DRAINAGE CONSTRUCTION
173,130 cubic yards | $1.5 million | Katy, TX

BLUERIDGE LANDFILL, REPUBLIC SERVICES, INC.
SECTOR 6B2/5C2/4C2 AND DETENTION POND/OUTLET STRUCTURES
$3.5 million | Fresno, TX

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7,
C/O LJA ENGINEERING, INC.
EXTERNAL CHANNEL IMPLEMENTATION RECOVERY MEASURES
72,395 cubic yards | $4.5 million | Fort Bend Co., TX

WETLAND CONSTRUCTION AT KATY HOCKLEY MITIGATION BANK,
HARRIS COUNTY FLOOD CONTROL DISTRICT
AND DITCH 9G IMPROVEMENTS
100,000 cubic yards | $600,000 | Katy, TX

SEABREEZE ENVIRONMENTAL LANDFILL, WASTE CONNECTIONS
CONSTRUCTION OF DETENTION POND 3
310,500 cubic yards | $3.3 million | Freeport, TX

BONDAD LANDFILL, TRANSIT WASTE, LLC.
CONSTRUCTION OF DETENTION POND 3
71,820 cubic yards | $1 million | Durango, CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2025

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

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

PRODUCER	CONTACT NAME: Airianne Witmer	
Rockwater Insurance Agency, LLC. 811 FM 1959 Ste 210 Houston TX 77034	PHONE (A/C, No, Ext): (832) 583-7500	FAX (A/C, No): (832) 730-5439
	E-MAIL ADDRESS: Awitmer@rockwaterins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Longhorn Excavators, Inc Lex Equipment LP 1819 First Oak Street, Suite 140 Richmond TX 77406	INSURER A : Aspen Specialty Insurance Company	10717
	INSURER B : Clear Blue Insurance Company	28860
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : StarStone Specialty Insurance Company	44776
	INSURER E : Starr Indemnity and Liability	38318
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution Liability - $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ER012WY24	12/01/2024	12/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] COMP [X] COLL			AQ1YTX009041-00	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductibles	$ 1,000,000 $ $ $ $ 1,000/$1,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			EX012X024	12/01/2024	12/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002120162	12/01/2024	12/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			Z71837240AEM	12/01/2024	12/01/2025	Each Occurrence Aggregate	5,000,000 5,000,000

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

[Job #: Job Type: Edinburg Regional Disposal Facility]
The General Liability Policy includes Blanket Automatic Additional Insured endorsement for Ongoing AND Completed Operations that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

The Auto Liability Policy includes Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00012295

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Rockwater Insurance Agency, LLC.	Longhorn Excavators, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Project: Edinburg Regional Disposal Facility – Type IV, Module M-5 Construction

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
E	Inland Marine/Contractors Equipment - ITH100065429324 12/01/2024 - 12/01/2025			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
CAT- $5,000,000	Leased/Rented -	$750,000 per item	$25,000		

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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AGENCY CUSTOMER ID: 00012295

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Rockwater Insurance Agency, LLC.	Longhorn Excavators, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

The General Liability AND Auto Liability Policies contain a special endorsement with "Primary and Non-Contributory" wording and applies to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

The General Liability, Auto Liability AND Workers Compensation Policies include a Blanket Automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

The Lead Excess Liability Policy (EX012X024) is Follow Form over the: General Liability, Auto Liability, AND Workers Compensation Policies.

Excess Liability Policy is Follow Form over the: Lead Excess Policy

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Policy No.: ER012WY24
Effective Date: 12/01/2024
Endorsement No.: 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under **COVERAGES 1.a. Bodily Injury and Property Damage** and **1.b. Personal and Advertising Injury** only:

SCHEDULE

Name of Person or Organization:
Blanket as required by written Contract with a named insured.

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

Section **IV. WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of **your work** for that insured by or for you.

All other terms and conditions of this Policy remain unchanged.

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Policy No.: ER012WY24
Effective Date: 12/01/2024
Endorsement No.: 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following coverages only:

Section 1. COMMERCIAL GENERAL LIABILITY AND EMPLOYEE BENEFITS ADMINISTRATION
Section 2 GENERAL POLLUTION LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location And Description Of Completed Operations:**
Blanket as required by written Contract with a named insured.	Operations under contract with a named insured.

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

A. Section **IV. WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

B. Notwithstanding Section **VI. CONDITIONS**, paragraph **J. Other Insurance**, with respect to the insurance afforded to the additional insureds added by this Endorsement, this Policy shall be primary to, and non-contributory with, any other insurance available to that person or organization when required by written contract or agreement.

All other terms and conditions of this Policy remain unchanged.

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Policy No.: ER012WY24
Effective Date: 12/01/2024
Endorsement No.: 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT

It is hereby agreed that the last sentence of Section **VII. CONDITIONS**, Paragraph **O. Subrogation**, is deleted in its entirety and replaced with the following:

O. Subrogation

However, if the insured has waived rights of recovery against any person or organization in a written contract or agreement prior to a loss, we also waive such right of recovery we may have under this Policy against such person or organization.

All other terms and conditions of this Policy remain unchanged.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/1/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002120162 of Texas Mutual Insurance Company effective on 12/1/24

Issued to: Longhorn Excavators, Inc.

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

11/25/24

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Agent copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

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

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

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/1/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002120162 of Texas Mutual Insurance Company effective on 12/1/24

Issued to: Longhorn Excavators, Inc.

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

11/25/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/1/2024 AT 12:01 A.M. STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX009041-00 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators Inc Lex Equipment LP

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE

Q ADLIN-B 08 14

Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/1/2024 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX009041-00 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators Inc Lex Equipment LP

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE

Q WAIVER-B 08 14

2024 Standardized Pre-Qualification Form (PQF)

GENERAL INFORMATION		
1.Company Name: **EnviroCon Systems, Inc.**	Telephone: **281-443-2592**	Fax: **281-443-6227**
Street Address: **1910 Rankin Road**	Mailing Address: **P.O. Box 673048**	
Houston, TX 77073	**Houston, TX 77267**	
	Web site: www.enviroconsystems.com	
Contact Person: **Chris Swires**	E-mail: chris@enviroconsystems.com	
Telephone: **281-443-2592**	Fax: **281-443-7551**	
2. Officers	Years With Company	
Chief Financial Officer: Chris Westerlund	Three (3) Years	
President: Chris Swires	Twenty nine (29) years	
Treasurer: Gregg DeJarnett	Twenty nine (29) years	
3. How many years has your organization been in business under your present firm name? Twenty eight (28)		
4. Parent Company Name:. Not Applicable		
City:	State:	Zip:
Subsidiaries: Not Applicable		
Contractor's Licence #'s: LA 46926, AR 0059430412, NM 91045, CA 752691, OR 233700, AZ ROC 341899		
ISNet World Member? Y X or N__ ISN Registration Number? 400-131120 Grade: A		
5. Under Current Management Since (Date): 10/1995		
6. Contact for Insurance Information: Christopher Westerlund		
Title: CFO	Telephone: 281-443-2565	Fax: 281-443-7551
7. Insurance Carrier(s):		

Name	Type of Coverage	Telephone
Nautilus Insurance Co.	General Liability	713-204-4692 Contact: Eric Weiser
Great Divide Ins. Co.	Auto	713-204-4692 Contact: Eric Weiser
Westchester Surplus Lines	Excess Umbrella Liability	713-204-4692 Contact: Eric Weiser
Argonaut Ins. Co	Workers Compensation	713-204-4692 Contact: Eric Weiser

8. Are you self-insured for Worker's Compensation Insurance?	Yes ☐	No ■
9. Contact for Requesting Bids: Chris Swires	Title: Sales Manager	
Telephone: 281-443-2592	Fax: 281-443-7551	E-Mail: chris@enviroconsystems.com
10. PQF Completed By: Chris Swires	Title: Sales Manager	Date: April 27, 2017
Telephone: 281-443-2592	Fax: 281-443-6227	E-Mail: chris@enviroconsystems.com

ORGANIZATION

11. Form of Business: Sole Owner ☐ Partnership ☐ Corporation ☒
Date and State of Incorporation: 10/1995 Texas

12. Percent Minority/Female Owned: 0% | EEO Category:

13. A. Describe Services Performed: **Geosynthetic Liners & HDPE Pipe -Supply and Installation**

- ☒ Construction
- ☐ Construction Design
- ☐ Original Equipment Manufacturer and Installer
- ☐ Maintenance
- ☐ Specialty Maintenance
- ☐ Manpower and Resource
- ☐ Original Equipment Manufacturer and Maintenance
- ☐ Service work (e.g., janitorial, clerical, etc.)
- ☐ Turnaround
- ☐ Engineering
- ☐ Other: See Additional Services for Description

B. Work Categories

Check the categories in which you are interested in bidding and in which you are qualified to perform work. Attach additional information clarifying your capabilities and specialities.

(C) denotes work done by company employees (S) denotes work done by subcontractors

C	S	
		1. Air Conditioning/Refrigeration
☐	☐	Comfort Cooling/HVAC
☐	☐	Process Refrigeration
		2. Buildings
☐	☐	Remodeling
☐	☐	New (steel, brick, block, other)
		3. Cleaning
☐	☐	Industrial
☐	☐	Janitorial
		4. Civil
☐	☒	Concrete
☐	☒	Excavation/Grading Paving
☐	☐	- Asphalt
☐	☐	- Concrete
		5. Demolition/Dismantling
		6. Electrical
☐	☐	General
☐	☐	High-voltage/High-line
☐	☐	Heat Tracing
☐	☐	Cathodic Protection
☐	☐	Grounding Systems
		7. Inspection & Testing
☐	☐	General NDT
☐	☐	Radiography
☐	☐	Infared Scanning
☐	☐	Eddy Current Testing
☐	☐	Acoustic Emission
☐	☐	Column Scanning
☐	☐	Civil/Soils
☐	☐	High Voltage Electrical
☐	☐	Electrical Ground Inspection

C	S	
☐	☐	**8. Scaffolding**
☐	☐	**9. Scale Maintenance**
☐	☐	**10. Structural Steel Fab/Erection**
☐	☐	**11. Tank – Field Erection**
		12. Instrumentation
☐	☐	General
☐	☐	DCS Control Systems
		13. Insulation
☐	☐	General
☐	☐	Asbestos Abatement
		14. Linings/coatings for:
☒	☐	Metal
☒	☐	Concrete
		15. Field Maintenance
☐	☐	General
☐	☐	Hot Tap/line stops
☐	☐	Leak Sealing (online)
☐	☐	Field Machining
☐	☐	Tank/Vessel Code
☐	☐	Boiler Code
☐	☐	Exchanger Retubing
☐	☐	Rotating Equipment
☐	☐	Valve
☐	☐	Cooling Tower
☐	☐	High Alloy Welding (list type)
☐	☐	Lead Lining
☐	☐	Glass Lining
☐	☐	Heat Treating
☐	☐	Nonmetallic materials
☒	☐	Pipe Fabrication
☐	☐	Mobil Equipment Repair

☐ ☐ Fiberglass Inspection ☐ ☐ **16. New Construction**

C S

☐ ☐ **17. Painting**

☐ ☐ **18. Refractory/Acid Brick**

☐ ☐ **19. Rigging/Equipment Erection**

C S **20. Consulting**

☐ ☐ Mechanical

☐ ☐ Electrical

☐ ☐ Chemical

☐ ☐ Metallurgical

☐ ☐ Controls

Describe Additional Services Performed:

14. A. Do you normally employ? Union Personnel ☐ Non-Union Personnel ☒ Leased Personnel ☐

If union, list trades/locals:

B. Average number of employees for last 3 years ? 105

115. Annual Dollar Volume for the Past Three Years:	YR: **2023** $ 43,500,000	YR: **2022** $ 52,600,000	YR: **2021** $ 40,000,000

116. Largest Job During the Last 3 Years: $ 15,500,000

117. Your Firm's Desired Project Size: 100,000	Maximum $: 5,000,000	Minimum $: 5,000

18a. D&B Financial Rating: 1R3	18b. Annual Sales $ 40,000,000	18c. Net Worth: $ 7,650,000

18d. DUNs #: 93-907-3409	Date: 1/24/18	18e. Tax ID #: 76-0502330
19. Bank Line of Credit: $4,500,000	Bonding Capacity $ 3,000,000	Bank Reference(s): Branch Bank & Trust (BB&T)

20. Major jobs in progress:

Customer/Location	Type of Work	Size $	Customer Contact	Telephone
Oneok Hutch East Brine Pond Liner - McPherson, KS	Brine Pond Liner	$750,000	Tom Saffel Prairie Landworks	(620) 504-5049
Gibbons Creek Site A and Site F Landfill Closure Liners - Anderson, TX	Cap Liner	15,500,000	Eddie Noak Mine Service	(512) 446-7011
Energy Transfer Brine Pond 10 Brine Pond - Mont Belvieu, TX	Brine Pond Liner	$3,75,000	Chris Caldwell GR Birdwell	281 890-4981

21. Major jobs completed in the past three years:

Customer/Location	Type of Work	Size $	Customer Contact	Telephone
ExxonMobil Blade EMES E1-1 Beaumont, TX	Landfill Closure Liner	$6,600,000	Jason Banda W.T. Byler	281 445-2070
Dow IPDA Cap Liner Texas City, TX	Cap Liner	1,980,000	Syed Ali Jacobs	979-871-9379
Targa Brine Pond 12 Brine Pond - Mont Belvieu, TX	Brine Pond Liner	$2,477,000	Chris Caldwell GR Birdwell	281 890-4981

22. Are there any judgments, claims or suits pending or outstanding against your company?
If yes, please attach details. Yes ☐ No ☒

23. Are you now or have you ever been involved in any bankruptcy or reorganization proceedings?
If yes, please attach details Yes ☐ No ☒

SAFETY & HEALTH PERFORMANCE

24. Workers Compensation Experience Modification Rate (EMR) Data

a. EMR is:	b. EMR for three last years:
☒ Interstate rate ☐ Intrastate rate ☐ Monopolistic State rate ☐ Dual rate	YR: **2023** EMR: 0.64 YR: **2022** EMR: 0.66 YR: **2021** EMR: 0.66 YR: **2020** EMR: 0.71
c. State of Origin: Texas	d. EMR Anniversary Date: 07/31/24
e. Standard Industrial Code (SIC): 1799.22	

25. Injury and Illness Data:

a. Total company employee hours worked last three years (excluding subcontractors)	Hours / Year	YR: **2023**	YR: **2022**	YR: **2021**
	Field	261,469	270,540	239,275
	Total	261,469	270,540	239,275

b. Provide data (excluding subcontractor) using your OSHA 200 and 300 Forms from the past three (3) years:
Notes:
(1) Data should be total company data unless specifically requested by client.
(2) Combine injuries and illnesses from 200 Form as reported on 300 Form

(3) If your company is not required to maintain OSHA 200/300 forms, please provide information from your Worker's Compensation insurance carrier itemizing all claims for the last 3 years.	YR: **2023**		YR: **2022**		YR: **2021**	
	No.	Rate	No.	Rate	No.	Rate
Fatalities Rate = Number of Fatalities x 200,000 ÷ Total Employee Hours	0	0	0	0	0	0
Lost workday case injuries and illnesses involving days away from work, or days of restricted work activity, or both. Rate = Total LW and restricted cases x 200,000 ÷ Total Employee Hours	0	0	0	0	0	0
Lost workday case injuries and illnesses involving days away from work. Rate = LW cases** x 200.000 ÷ Total Employee Hours	0	0	0	0	0	0
Injuries and Illnesses involving medical treatment only. Rate = Total Injuries and Illnesses involving medical treatment only x 200, 000 ÷ Total Employee Hours	1	0	0	0	0	0
Total OSHA Recordable Injury and Illnesses Rate Rate = Total Injuries and Illnesses x 200,000 ÷Total Employee Hours	1	0.76	0	0	0	0

3226. Have you received any regulatory (EPA, OSHA, etc.), civil or criminal citations in the last three years?
Yes ☐ No ☒

SAFETY, HEALTH & ENVIRONMENTAL MANAGEMENT

27. Name of highest ranking safety/health professional in the company:

Name: Eliot Manazares Title: Safety Manager Certifications: CSSS. CSST

Telephone: 281-416-3490 Fax: 281-443-6227

This person reports to: Gregg DeJarnett Title: Construction Manager

28.	Do you have or provide:				
	a. Full time Safety/Health Director	Yes	☒	No	☐
	b. Full time Site Safety/Health Supervisor	Yes	☐	No	☒
	c. Full Time Job Safety/Health Coordinator	Yes	☐	No	☒
29.	Do you have or provide:				
	a. Safety/Health incentive program	Yes	☒	No	☐
	b. Company paid safety/health training	Yes	☒	No	☐

SAFETY, HEALTH & ENVIRONMENTAL PROGRAMS / PROCEDURES

30. a.	Do you have a written S, H & E Program?	Yes	☒	No	☐
b.	Does the program address the following key elements?				
1.	Management commitment and expectations	Yes	☒	No	☐
2.	Employee participation	Yes	☒	No	☐
3.	Accountabilities and responsibilities for managers, supervisors, and employees	Yes	☒	No	☐
4.	Resources for meeting safety, health & environmental requirements.	Yes	☒	No	☐
5.	Periodic safety and health performance appraisals for all employees	Yes	☒	No	☐
6.	Safety, Health & Environmental Recognition Program	Yes	☒	No	☐
7.	Hazard recognition and control	Yes	☒	No	☐
c.	Does the program satisfy your responsibility under the law for:				
1.	Ensuring your employees follow the safety rules of the facility	Yes	☒	No	☐
2.	Advising owner of any unique hazards presented by the contractor's work, and of any hazards found by the contractor	Yes	☒	No	☐
31.	Does the program include work practices and procedures such as:				
	a. Equipment Lockout and Tagout (LOTO)	Yes	☒	No ☐	N/A ☐
	b. Confined Space Entry	Yes	☒	No ☐	N/A ☐
	c. Injury & Illness Recording	Yes	☒	No ☐	N/A ☐
	d. Fall Protection	Yes	☒	No ☐	N/A ☐
	e. Personal Protective Equipment	Yes	☒	No ☐	N/A ☐
	f. Portable Electrical/Power Tools	Yes	☒	No ☐	N/A ☐
	g. Vehicle Safety	Yes	☒	No ☐	N/A ☐
	h. Compressed Gas Cylinders	Yes	☒	No ☐	N/A ☐
	i. Electrical Equipment Grounding Assurance	Yes	☒	No ☐	N/A ☐
	j. Powered Industrial Vehicles (Cranes, Forklifts,	Yes	☒	No ☐	N/A ☐
	k. Housekeeping	Yes	☒	No ☐	N/A ☐
	l. Accident/Incident Reporting	Yes	☒	No ☐	N/A ☐
	m. Unsafe Condition Reporting	Yes	☒	No ☐	N/A ☐
	n. Emergency Preparedness, including evacuation	Yes	☒	No ☐	N/A ☐
	o. Waste Disposal/Waste Minimization/Spill Prevention	Yes	☒	No ☐	N/A ☐
	p. Back Injury Prevention	Yes	☒	No ☐	N/A ☐
	q. Hazwoper Training	Yes	☒	No ☐	N/A ☐
	r. Heat Stress Prevention	Yes	☒	No ☐	N/A ☐
	s. Scaffold Builing /Scaffold Use	Yes	☒	No ☐	N/A ☐

t. General NDT & Radiography	Yes ☐ No ☒ N/A ☐
32. Do you have written programs for the following:	
a. Hearing Conservation	Yes ☒ No ☐
b. Spill prevention and waste minimization	Yes ☒ No ☐ N/A ☐
c. Hazard Communication	
d. Program to support the contractor requirements of the OSHA Process Safety Management of Highly Hazardous Chemicals; Explosives and Blasting Agents Standard (29 CFR 1910).	
e. Respiratory Protection	
Where applicable, have employees been:	
Trained	Yes ☒ No ☐
Fit tested	Yes ☒ No ☐
Medically approved	Yes ☒ No ☐
33. Do you have a substance abuse program?	Yes ☒ No ☐
If yes, does it include the following?	
• Pre-placement Testing	Yes ☒ No ☐
• Random Testing	Yes ☒ No ☐
• Testing for Cause	Yes ☒ No ☐
• DOT Testing	Yes ☒ No ☐
• Post Incident Testing	Yes ☒ No ☐

34. Do your employees read, write, and understand English such that they can perform their job tasks safely without an interpreter? Yes ☒ No ☐

If no, provide a description of your plan to assure that they can safely perform their jobs.

35. Medical	
a. Do you conduct medical examinations for:	
• Pre-placement	Yes ☐ No ☒ N/A ☐
• Preplacement Job Capability	Yes ☐ No ☒ N/A ☐
• Hearing Function (Audiograms)	Yes ☒ No ☐ N/A ☐
• Pulmonary	Yes ☒ No ☐ N/A ☐
• Respiratory	Yes ☒ No ☐ N/A ☐

b. Describe how you will provide first aid and other medical services for your employees while on-site Specify who will provide this service: Foreman Trained in CPR/First Aid. Procedures in action regarding further Med. Attention.

c. Do you have personnel trained to perform first aid and CPR? Yes ☒ No ☐

36. Do you hold site safety, health and environmental meetings for:

Field Supervisors	Yes ☒ No ☐	Frequency	Monthly
Employees	Yes ☒ No ☐	Frequency	Weekly
New Hires	Yes ☒ No ☐	Frequency	Daily (JSA's)
Subcontractors	Yes ☒ No ☐	Frequency	Weekly

Are the safety, health and environmental meetings documented? Yes ☒ No ☐

37. Personal Protection Equipment (PPE)	
a. Is applicable PPE provided for employees?	Yes ☒ No ☐
b. Do you have a program to assure that PPE is inspected and maintained?	Yes ☒ No ☐
38. Do you have a corrective action process for addressing individual safety and health performance deficiencies?	Yes ☒ No ☐

39. Equipment and Materials:

a. Do you have a system for establishing applicable health, safety, and environmental specifications for acquisition of materials and equipment? Yes ☒ No ☐ N/A ☐

b. Do you conduct inspections on operating equipment e.g., cranes, forklifts, JLGs) in compliance with regulatory requirements? Yes ☒ No ☐ N/A ☐

c. Do you maintain operating equipment in compliance with regulatory requirements? Yes ☒ No ☐ N/A ☐

d. Do you maintain the applicable inspection and maintenance certification records for operating equipment? Yes ☒ No ☐ N/A ☐

40. Subcontractors

Do you use subcontractors? (If no, skip to question 43) Yes ☒ No ☐

a. Do you use safety, health and environmental performance criteria in selection of subcontractors? Yes ☒ No ☐ N/A ☐

b. Do you evaluate the ability of subcontractors to comply with applicable safety, health and environmental requirements as part of the selection process? Yes ☒ No ☐ N/A ☐

c. Do your subcontractors have a written safety, health and environmental program? Yes ☒ No ☐ N/A ☐

Do you include your subcontractors in:

- Safety, Health & Environmental Orientation Yes ☒ No ☐ N/A ☐
- Safety, Health & Environmental Meeting Yes ☒ No ☐ N/A ☐
- Safety, Health & Environmental Inspections Yes ☒ No ☐ N/A ☐
- Safety, Health & Environmental Audits Yes ☒ No ☐ N/A ☐

41. Inspections and Audits

a. Do you conduct Safety, Health & Environmental inspections? Yes ☒ No ☐

b. Do you conduct Safety, Health & Environmental program audits? Yes ☒ No ☐

c. Are corrections of deficiencies documented? Yes ☒ No ☐

SAFETY, HEALTH & ENVIRONMENTAL TRAINING

42. Safety, Health & Environmental Training

a. Do you know the regulatory safety, health and environmental training requirements for your employees? Yes ☒ No ☐

b. Have your employees received the required safety, health and environmental training and retraining and is it documented? Yes ☒ No ☐

c. Do you have a specific safety, health and environmental training program for supervisors? Yes ☒ No ☐

d. Are all employees trained in the work practices needed to safely perform his/her job? Yes ☒ No ☐

e. Is each employee instructed in the known potential of fire, explosion, or toxic release hazards related to his/her job, the process and the applicable provisions of the emergency action plan? Yes ☒ No ☐

CRAFT TRAINING AND ASSESSMENT

Data time frame: January to December

Notes
1. Data should be the best available applicable for your company's workforce (use average of last twelve months)
2. Training, Skills Assessment Testing and Performance Verification refer to nationally recognized programs such as NCCER, NCCCO and DOL BAT programs.

If Not applicable, please explain No nationally recognized programs for Liner Supervisors and Technicians

43. Workforce	#	%
a. Journeymen Craftsmen covered by NCCER or DOL BAT Programs		
b. Sub-Journeyman Trainees (NCCER or DOL BAT covered)		
c. Helpers		
d. Non-covered Journeymen Craftsmen	40	
e. Non-covered Sub-Journeymen Craftsmen/Trainees/Helpers		
f. Supervision (Foremen/General Foremen)	12	
g. Professional (Safety/Scheduling/Engineering)		
h. Administration/Management	6	
i. Total Workforce	58	

44. Do you have written Workforce Development Policies & Procedures? Yes ☒ No ☐

45. Formal Training For Sub-Journeyman Trainees

a. Do you have and maintain craft training records for employees? Yes ☒ No ☐

b. Do you provide incentives to trainees to complete formal training? Yes ☒ No ☐

c. % of sub-journeymen Trainees that have completed all NCCER curriculum or DOL Bureau of Apprenticeship Training and graduated Not Applicable

d. % of S-J Trainees presently enrolled in NCCER or DOL BAT Programs Not Applicable

e. Is Company an accredited NCCER Training Sponsor or Unit? Not Applicable

46. Assessments, Upgrade Training & Certification	#	%
a. Journeymen craftsmen who have been assessed through the craft skills assessment process (Internal Program)	34	85
b. Journeyman Craftsmen who have been certified through written skills assessment testing?	6	15
c. Journeyman Craftsmen who have been certified in more than one craft?	1	3
d. Journeymen craftsmen with skills deficiencies identified through assessment testing and receiving upgrade training?	3	8
e. Journeymen craftsmen in upgrade training to improve areas identified through assessment testing?	3	8

f. Do you provide incentives for journeymen to become certified? Yes ☒ No ☐

g. Do craftsmen have access to upgrade training to improve skills? Yes ☒ No ☐

h. Is Company an accredited NCCER Assessment Center Yes ☐ No ☒

i. When are craftsmen assessed?

☐Pre-employment ☐Within 30 days of hire Other, specify Anually

47. Performance Verification	#	%
a. Journeymen craftsmen that have achieved verified performance	10	90
b. Journeymen craftsmen that have achieved both written certification and verified performance.	6	55

COMMENTS/EXPLANATIONS

INFORMATION SUBMITTAL

Please provide copies of checked items with the completed PQF:

☒	EMR documentation from your insurance carrier	☐	Safety, Health & Environmental Training Schedule (Sample)
☒	Insurance Certificate(s)	☐	Safety, Health & Environmental Training for Supervisors (Outline)
☒	OSHA 200 and 300 Logs (Past 3 Years)	☐	Copy of Contractor's Licence
☒	Safety, Health & Environmental Program	☐	Organization Chart
☒	Safety, Health & Environmental Incentive Program	☐	List of major equipment (e.g., cranes, JLGs, forklifts) your company has available for work at this facility.
☒	Substance Abuse Program (Include Substances Tested & Levels)	☐	Equipment Lockout and Tagout (LOTO)
☐	Hazard Communication Program	☐	Confined Space Entry
☐	Respiratory Protection Program	☐	Fall Protection, Scaffold use, scaffold building
☐	Housekeeping Policy	☐	Personal Protective Equipment
☐	Accident/Incident Investigation Procedure	☐	Portable Electric / Power Equipment
☐	Unsafe Condition Reporting Procedure	☐	Vehicle Safety
☐	Safety, Health & Environmental Inspection Form	☐	Compressed Gas Cylinders
☐	Safety, Health & Environmental Audit Procedure or Form	☐	Electrical Equipment Grounding Assurance
☒	Safety, Health & Environmental Orientation (Outline)	☐	Emergency Preparedness, including evacuation plan.
☒	Safety, Health & Environmental Training Program (Outline)	☐	Waste Disposal
☒	Example of Employee Safety, Health & Environmental Training Records	☐	Back Injury Prevention
☐	Workforce Development Policies	☐	Heat Stress Prevention
☐	NDT & Radiography Program		

Note: Owner checks items to be provided with PQF.

Fill in below Name & Title of Company Officer responsible for assuring the accuracy of this document:

Name: Chris Swires Title: Sales Manager Date: May 17, 2023

EVALUATION
-- OWNER USE ONLY --

DO NOT FILL OUT - OWNER USE ONLY

Contractor is:

☐ Acceptable for Approved Contractor List

☐ Conditionally acceptable for Approved Contractor List

Conditions:

☐ Unacceptable

Reviewer: Date:

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

QUALIFICATION STATEMENT
CONSTRUCTION PROJECTS

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2025 PROJECTS			
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cell VB Sump Riser Retrofit Construction Including excavation, structural fill, retrofits of the Cell VB sump and cell VB cleanout risers including pumps, panels, pipe and all related appurtenances. 13,500 CY of excavation	$ 609,138.00 Dated 5/20/25	10%	Aug-25
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
SAWTOOTH REGIONAL LANDFILL	Sawtooth Regional Landfill - Cell 2B - Cell and Leachate Evap Pond Construction including excavation, general fill, installation of protective cover layer, installation of leachate collection system, installation of a leachate evaporation pond, stormwater ponds, perimeter road, vegetation and other related work. 931,854 CY of excavation	$ 7,269,000.00 Dated 7/2/25	Not Started	
Republic Services Environmental Solutions III, LLC				
16415 NW Waste Site Drive				
Mayfield, ID 83647				
Environmental Manager - Jorden Foster, 470-827-3616				
Plum Creek Management District No. IA	Phase IIB Clearing and Grubbing & Detention and Drainage Facilities to Serve Plum Creek Management District No. IA - Includes clearing and grubbing; the excavation and dirt manipulation of 662,300 CY of earthen material to be hauled, placed and compacted on-site; installation of backslope interceptor structures, drainage swales, concrete pilot channel, erosion control items and all other related work.	$ 6,269,700.00	Not Started	
C/O LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Scott Frankovich PE, (817) 372-0953				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 4 Construction - Perform excavation, fill placement, clay liner construction, geosynthetic coordination, underdrain and leachate collection system installation, protective cover layer placement, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 364,013 CY of excavation	$ 1,934,269.80 Dated 5/9/25	32%	Oct-25
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 9 Construction - Perform excavation, fill placement, clay liner construction, geosynthetic coordination, underdrain and leachate collection system installation, protective cover layer placement, stormwater & groundwater control, and all other related work. 238,164 CY of excavation	$ 1,363,186.24 Dated 5/19/25	14%	Oct-25
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
COASTAL PLAINS LANDFILL	Cell 30 Construction - Perform excavation, fill placement, clay liner construction, geosynthetic coordination, underdrain and leachate collection system installation, forcemain installation, protective cover layer placement, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 30,100 CY of excavation	$ 1,159,080.00	Jun-25	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GCP Loan Subsidiary 1, L.P.	Construction of the Mass Grading to Serve Grand Central Park Sections 34 & 39 - Includes the purchase, haul placement and compaction of 221,100 CY of earthen material.	$ 4,090,690.50 Dated 4/30/25	45%	Jul-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Hayden Rice, PE, (979) 645-1008				
CITY OF EDINBURG - LANDFILL PERIMETER DRAINAGE IMPROVEMENTS	Landfill Perimeter Drainage Improvements including the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications. 694,000 CY of excavation	$ 4,540,380.00 Dated 2/7/25	41%	Oct-25
Edinburg Regional Disposal Facility				
8601 North Jasman Road				
Edinburg, TX 78542				
Engineer - WSP, Chad Ireland , PE (713) 471-5701				
D. R. Horton - Texas, Ltd. on behalf of Brazoria County MUD No. 87	Construction of the Detention and Grading Phase 4 to Serve Brazoria County MUD No. 87 - Includes clearing and grubbing; the excavation of approximately 478,122 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe, slope paving, swales and riprap.	$ 4,450,500.93 Dated 4/21/25	26%	Sep-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Kathleen Kinchen, PE, (713) 358-8816				
BLUE RIDGE LANDFILL	Class 1 Sector 24G Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection systems; installation of protective cover; future and existing tie-ins; installation of road and truck pad; leachate and underdrain forcemains; and other services as described in the Scope of Work. 209,000 CY of excavation	$ 1,399,533.46	May-25	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tyler Tandy, (281) 536-0254				
BLUE RIDGE LANDFILL	MSW Sector 14C Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; installation of road and truck pad; and other services as described in the Scope of Work. 145,000 CY of excavation	$ 1,924,474.65	May-25	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tyler Tandy, (281) 536-0254				
BLUE RIDGE LANDFILL	Final Cover Landscape Berm Construction including locating the existing liner tie-in; grading and placement of intermediate cover and surface preparation; installation of 18-inch soil infiltration layer; installation of a 42-inch erosion layer; installation of a 6-inch topsoil layer; future final cover tie-ins; installation of a Flexamat-lined stormwater chutes, drainage swales, TRM and vegetation establishment; and all other services described in the Scope of Work.	$ 1,109,100.15 Dated 1/2/25	Not Started	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tyler Tandy, (281) 536-0254				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
GOLDEN TRIANGLE LANDFILL	Sector 7A Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover and future tie-in; underdrain and leachate forcemain installation; installation of road, truck pad and culverts; seeding and TRM; and other services as described in the Scope of Work. 42,000 CY of excavation; 45,000 C Y of berm fill	$ 1,894,690.50	May-25	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GALVESTON COUNTY LANDFILL	Cell 5D2 & 5E Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of a 2-foot thick and 3-foot thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; existing tie-ins; construction of roads and truck pad; installation of electrical and forcemain; and all other services as described in the Scope of Work. 138,200 CY of excavation	$ 1,414,800.27	Jun-25	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Crystal Hardee, (409) 728-7445				
LONE STAR RECYCLING AND DISPOSAL FACILITY	Sector F - Cell 1 and Site Drainage Improvements Construction including excavation; prepared subgrade; installation of 36-inch compacted clay liner; installation of 12-inch-thick protective cover layer; installation of underdrain system; and installation pond improvements including excavation, fill and RCP, CMP and Box Culverts. 454,119 CY of excavation	$ 3,201,470.64 Dated 3/12/25	48%	Aug-25
Waste Connections				
4107 S Sam Houston Pkwy W				
Houston, TX 77053				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
TIMBERLANE LANDFILL	Cell 13 Construction including excavation; prepared subgrade; installation of 36-inch recompacted clay liner; installation of 12-inch-thick sand drainage layer, protective cover layer and rain flap berm; installation of leachate collection system; installation of road and turnaround pad; seeding and storm water management. 247,400 CY of excavation	$ 2,213,336.21	Jun-25	
Waste Connections				
Louisiana Regional Landfill Company (LRLC)				
1158 Landfill Rd				
Oakdale, LA 71463				
Attn: Joe Vieceli (832) 442-2906				
Engineer - Fourrier & de Abreu Engineers, Dale Steib (225) 677-7950				
Sienna Parks & Levee Improvement District of Fort Bend County Texas	Construction of the Regional Storage Pond Phase 3 - Includes clearing and grubbing; the excavation of 581,000 CY of earthen material to be hauled, placed and compacted on-site; installation of backslope interceptor structures, drainage swale, erosion control items and all other related work.	$ 11,839,690.20	61%	Sep-25
C/O LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Scott Frankovich PE, (817) 372-0953				
Sonoco Products Company	Construction of the Class Three Industrial Landfill (Cell H) - Cell Construction including excavation, installation of sand blanket, clay liner and protective cover, installation of leachate collection system, installation of leachate handling and storm water management items, and access road. 122,400 CY of excavation	$ 1,897,455.18	Jun-25	
1 North 2nd Street				
Hartsville SC 29550				
Engineer - Daniel Cheek PE, (478) 743-7175				
OAK GROVE LANDFILL	Oak Grove Landfill - Phase 13 - Cell and MSE Berm Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, installation of leachate handling and storm water management items, access road, MSE berm and seeding. 73,200 CY of excavation plus fill and imported materials	$ 8,825,920.86 Dated 2/26/25	3%	Mar-26
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Luke Cunningham, P.E. (423) 269-0871				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2024 PROJECTS			
TALL PINES DISPOSAL FACILITY	Cell 34 Construction - All necessary materials, labor, full-time supervision, equipment, surveying services to perform excavation and structural fill, clay liner construction, protective cover placement and ditch construction. 54,925 CY of excavation	$ 1,358,850.00	May-25	
GFL Environmental				
2050 W. Sam Houston Parkway S				
Houston, TX 77042				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
GA POWER, PLANT WANSLEY	GA Power, Plant Wansley - Culvert Install and Stream Restoration - Includes excavation of 219,879 CY of earthen material to be hauled and placed on-site.	$ 2,054,903.80 Dated 11/1/24	81%	Aug-25
Subcontractor to C.S. Britton, Inc.				
2692 N Hwy 27				
Carrollton, GA 30117				
Grand Parkway HG2 on behalf of Fort Bend County MUD No. 134F	Construction of Harvest Green Drainage, Detention and Mass Grading Phase VII to serve Fort Bend County MUD No. 134F - Includes clearing and grubbing; the excavation of 448,537 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap and seeding.	$ 3,971,127.99 Dated 10/17/24	73%	Jul-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Travis Veillon, PE, (337) 515-4574				
FORT BEND LANDFILL	Cell 15 Construction - Including clearing & grubbing; excavation and structural fill; installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate collection system; installation of cell access road and tipping pad, and other services. 40,600 CY of excavation	$ 2,262,930.60	Jan-25	
GFL Environmental				
2050 W. Sam Houston Parkway S				
Houston, TX 77042				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
EAGLE POINTE GOLF COURSE	Eagle Pointe Golf Course Phase 1B - Including clearing and 61,822 CY of excavation	$ 323,076.00	Sep-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company				
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
GFL Environmental	Construction of Red Gully Channel Realignment - Includes clearing and grubbing; the excavation of approximately 1,027,334 CY of earthen material to be hauled, placed and compacted on-site; installation of drainage pipe, rip-rap, interceptor structures, slope paving, swales and hydro-mulch seeding.	$ 5,067,621.36 Dated 8/26/24	90%	Aug-25
C/O Quiddity Engineering LLC				
1575 Sawdust Road, Suite 400				
The Woodlands, Texas 77380				
Engineer - David Cornyn, PE, (512) 685-5116				
TOWER LANDFILL	Phase 2, Cell 2B, Unit 5 Cell Construction including clearing and stripping; excavation; subgrade preparation; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; installation of geomembrane and ballast system; installation of access road, culverts, stormwater channel and riprap ditch; and other services as described in the Scope of Work. 470,000 CY of excavation	$ 4,409,060.50	Dec-24	
Republic Services, Inc.				
Allied Waste Systems of Colorado, LLC				
8480 Tower Road				
Commerce City, CO 80022				
Environmental Manager - Vittoria Zucchelli (303) 356-5076				
UPSTATE REGIONAL MSW LANDFILL	Cell No. 12 Construction including stripping; excavation and rock blasting; subgrade preparation; installation of 2-foot-thick compacted clay liner; installation of leachate collection and forcemain systems; installation of 2-foot-thick protective cover; installation of access road, turn-around pad, stormwater ditches, pipe, inlet, junction box, riprap and concrete apron; and other services as described in the Scope of Work. 203,000 CY of excavation	$ 3,583,336.32	May-25	
Republic Services, Inc.				
Republic Services of Kentucky, LLC				
868 Wildcat Road				
Enoree, SC 29335				
Environmental Manager - Mike Loyd (864) 608-4912				
TRAVIS CLUB GOLF COURSE	Clearing and Excavation at Travis Club Golf Course 398,739 CY of excavation	$ 4,696,060.53	Nov-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company				
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
Harris County Municipal Utility District No. 535	Construction of Rosewood West Phase I Offsite Clearing & Grubbing, Detention, and Mass Grading to serve Harris County Municipal Utility District No. 53 - Includes clearing and grubbing; the excavation of approximately 630,500 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of storm sewer system, slope paving, swales and riprap.	$ 5,169,507.34 Dated 5/23/24	99%	Jul-25
C/O Quiddity Engineering LLC				
1575 Sawdust Road, Suite 400				
The Woodlands, Texas 77380				
Engineer - Randal Meyer, PE, (346) 231-0809				
SEABREEZE ENVIRONMENTAL LANDFILL	2024 Cell 13A/14A Construction including mucking, excavation, structural fill, and subgrade preparation; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; and other services as described in the Scope of Work. 26,000 CY of excavation	$ 1,814,770.80	Oct-24	
Waste Connections				
Seabreeze Recovery, Inc.				
10310 FM 523				
Angleton, TX 77541				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
BLUE RIDGE LANDFILL	Class 1 Sector 24F Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; and other services as described in the Scope of Work. 11,600 CY of excavation	$ 269,058.00	Apr-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	Class 1 Sector 24G Excavation - 210,432 CY of excavation	$ 736,895.77	Aug-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	MSW Sector 13B-14B Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 330,400 CY of excavation	$ 2,603,884.47	Oct-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
GALVESTON COUNTY LANDFILL	Cell 5D2 & 5E Excavation - Includes 142,316 CY of cell excavation and 22 AC of clearing of future borrow pit	$ 466,616.04	Mar-24	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 3A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 32,600 CY of excavation; 44,500 C Y of berm fill	$ 1,137,796.50	Jun-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 8A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 40,100 CY of excavation; 33,500 C Y of berm fill	$ 1,185,230.10	Apr-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cell 14A Construction - Including excavation, structural fill, and prepared subgrade; installation of clay plug, protective cover, leachate collection system; leachate forcemain components; stormwater management (e.g., pond and pond liner, berms, rip rap, culverts, ECB, TRM, etc.); access road and turnaround pad. 128,870 CY of excavation	$ 1,605,376.50	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cells 13 East and 13 West Final Cover Construction - Including earthwork (excavation and general fill); waste relocation; installation of intermediate cover, protective cover, erosion layer, leachate collection/toe drain system, stormwater management (e.g., berms, downchute, toe-drain, rip rap, etc.); and modify the existing GCCS features to match the final cover elevations. 32,592 CY of excavation	$ 1,543,145.76	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
D. R. Horton - Texas, Ltd. on behalf of Brazoria County MUD No. 87	Construction of the Detention and Grading Phase 3 to Serve Brazoria County MUD No. 87 - Includes clearing and grubbing; the excavation of approximately 1,102,065 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap.	$ 7,980,952.65 Dated 2/12/24	99%	Jul-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Kathleen Kinchen, PE, (713) 358-8816				
GCP Loan Subsidiary 1, L.P.	Construction of the Mass Grading to Serve TCE-01 20.2 Acres - Includes the purchase, haul placement and compaction of 154,000 CY of earthen material.	$ 4,591,231.68	Oct-24	
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Hayden Rice, PE, (979) 645-1008				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2023 PROJECTS			
TALL PINES DISPOSAL FACILITY	Construction of Ponds and Channels - Including clearing and grubbing, excavation and fill,	$ 303,017.96	Jan-24	
GFL Environmental	ditch clean-up existing, installation of 36-inch CMP and rip rap culvert crossing, installation			
2050 W. Sam Houston Parkway S	of temporary downchute.			
Houston, TX 77042	28,000 CY of excavation			
Attn: Jennifer Glowacki (346) 482+8607				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
CHILDRESS HALL GOLF COURSE	Childress Hall Irrigation Ponds for Childress Hall Golf Course	$ 1,980,595.02	Mar-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company	349,687 CY of excavation			
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 3 Construction - Perform excavation, structural fill placement, clay liner	$ 1,252,830.70	Apr-24	
Waste Management of Texas	construction, geosynthetic coordination, underdrain and leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, enhanced cell drainage construction,			
Katy, TX 77494	stormwater & groundwater control, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	195,000 CY of excavation			
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
BAYTOWN LANDFILL	Sector 7, Cell 3 & 4 Construction - Perform site preparation, excavation, structural fill	$ 1,201,536.90	Mar-24	
Waste Management of Texas	placement, clay liner construction, geosynthetic coordination, underdrain and leachate			
24275 Katy Freeway, Suite 450	collection system installation, protective cover layer placement, stormwater control,			
Katy, TX 77494	groundwater control, sedimentation control activities, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	206,200 CY of excavation			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
COASTAL PLAINS LANDFILL	Cell T-28 South Construction - Perform excavation, structural fill placement, underdrain	$ 621,430.10	Nov-23	
Waste Management of Texas	trench and geocomposite installation, clay liner construction, leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, surface water channel and perimeter road,			
Katy, TX 77494	and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	66,611 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
FAIRBANKS LANDFILL	Cell Q, Phase 1 and 2 Construction - Perform excavation, structural fill placement,	$ 2,093,630.64	Jan-24	
Waste Management of Texas	underdrain trench, sump and geocomposite installation, clay liner construction, protective			
24275 Katy Freeway, Suite 450	cover layer placement, surface water channel and perimeter road, and all other related			
Katy, TX 77494	work.			
Attn: Mr. Chuck Rivette (713) 647-5542	497,383 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 8 Construction - Perform excavation, structural fill placement, underdrain trench and	$ 718,308.58	Aug-23	
Waste Management of Texas	temporary sump installation, clay liner construction, protective cover layer placement, and			
24275 Katy Freeway, Suite 450	all other related work.			
Katy, TX 77494	164,340 CY of excavation			
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
SAND VALLEY LANDFILL	Partial Closure including intermediate cover, near-surface gas collection, toe drain,	$ 2,337,948.18	Mar-24	
Republic Services, Inc.	compacted soil cover, geosynthetics, protective soil cover, topsoil saver and stormwater			
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	control items.			
3345 County Road 209	53,010 CY of earthwork			
Collinsville, AL 35961				
Environmental Manager - Holly Van Kirk (615) 956-9277				
SEABREEZE ENVIRONMENTAL LANDFILL	Cell 17 Construction including mucking, excavation, structural fill, and subgrade	$ 2,510,698.32	Mar-24	
Waste Connections	preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay			
Seabreeze Recovery, Inc.	liner; installation of a leachate collection system; installation of 2-foot-thick protective cover;			
10310 FM 523	future and existing tie-ins; installation of access road and truck pad; leachate and			
Angleton, TX 77541	underdrain forcemains; and other services as described in the Scope of Work.			
Southern Region Engineer - Dillon Hoppe (320) 237-8815	345,000 CY of excavation			
SAND VALLEY LANDFILL	Tract 2 B-1 Cell Construction including excavation; subgrade preparation and Geogrid;	$ 5,885,052.87	Nov-24	
Republic Services, Inc.	installation of 1-foot-thick compacted clay liner; installation of a leachate collection system			
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	and forcemain; installation of 1-foot-thick protective cover; installation of access road;			
3345 County Road 209	installation of stormwater berms, RCP, headwalls, riprap ditch and outlets; and other			
Collinsville, AL 35961	services as described in the Scope of Work.			
Environmental Manager - Holly Van Kirk (615) 956-9277	605,972 CY of excavation			
PINE RIDGE LANDFILL	Phase 1 Temporary Cover Construction including site preparation; excavation, grading and	$ 2,314,440.95	Jun-24	
Republic Services of Georgia, LP	placement of intermediate cover and subgrade preparation; installation of liquid collection			
105 Baily Jester Road	system; installation of stormwater management items and vegetation establishment.			
Griffin, GA 30224	16,635 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
BONDAD LANDFILL	Cell 11E North Construction including clearing and grubbing, excavation, structural fill, and	$ 984,585.00	Oct-23	
Republic Services	subgrade preparation; installation of a leachate collection system; installation of stormwater			
1500 County Road 318	channel and other services as described in the Scope of Work.			
Durango, CO 81232	41,300 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
SEABREEZE ENVIRONMENTAL LANDFILL	2023 Initial Cell 13A/14A Construction including mucking, excavation, structural fill, and	$ 1,436,056.62	Nov-23	
Waste Connections	subgrade preparation; installation of an underdrain system; leachate and underdrain			
Seabreeze Recovery, Inc.	forcemains; and other services as described in the Scope of Work.			
10310 FM 523	230,000 CY of excavation			
Angleton, TX 77541				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
DESERT RECLAMATION FACILITY - INITIAL SITE CONSTRUCTION	Desert Reclamation Facility - Initial Site Construction including operational area pad, fluid	$ 3,395,400.93	Nov-23	
Desert Environmental LLC	management ponds, collection/receiving pits, mixing/drying pads, contact water ponds,			
5555 San Felipe, Suite 1200	truck wash, culvert and disposal pit.			
Houston, TX, 77056	398,460 CY of excavation			
Engineer - Geosyntec Consultants, Inc, Davis Lofton, (601) 720-0923				

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

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

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2025

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

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

PRODUCER	CONTACT NAME: Airianne Witmer	
Rockwater Insurance Agency, LLC. 811 FM 1959 Ste 210 Houston TX 77034	PHONE (A/C, No, Ext): (832) 583-7500	FAX (A/C, No): (832) 730-5439
	E-MAIL ADDRESS: Awitmer@rockwaterins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Longhorn Excavators, Inc Lex Equipment LP 1819 First Oak Street, Suite 140 Richmond TX 77406	INSURER A : Aspen Specialty Insurance Company	10717
	INSURER B : Clear Blue Insurance Company	28860
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : StarStone Specialty Insurance Company	44776
	INSURER E : Starr Indemnity and Liability	38318
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution Liability - $1,000,000 [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ER012WY24	12/01/2024	12/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] COMP [X] COLL			AQ1YTX009041-00	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductibles	$ 1,000,000 $ $ $ $ 1,000/$1,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			EX012X024	12/01/2024	12/01/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002120162	12/01/2024	12/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			Z71837240AEM	12/01/2024	12/01/2025	Each Occurrence Aggregate	5,000,000 5,000,000

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

[Job #: Job Type: Edinburg Regional Disposal Facility]
The General Liability Policy includes Blanket Automatic Additional Insured endorsement for Ongoing AND Completed Operations that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

The Auto Liability Policy includes Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00012295

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Rockwater Insurance Agency, LLC.	Longhorn Excavators, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Project: Edinburg Regional Disposal Facility – Type IV, Module M-5 Construction

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
E	Inland Marine/Contractors Equipment - ITH100065429324 12/01/2024 - 12/01/2025			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
CAT- $5,000,000	Leased/Rented -	$750,000 per item	$25,000		

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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AGENCY CUSTOMER ID: 00012295

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Rockwater Insurance Agency, LLC.	Longhorn Excavators, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

The General Liability AND Auto Liability Policies contain a special endorsement with "Primary and Non-Contributory" wording and applies to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

The General Liability, Auto Liability AND Workers Compensation Policies include a Blanket Automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

The Lead Excess Liability Policy (EX012X024) is Follow Form over the: General Liability, Auto Liability, AND Workers Compensation Policies.

Excess Liability Policy is Follow Form over the: Lead Excess Policy

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Policy No.: ER012WY24
Effective Date: 12/01/2024
Endorsement No.: 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under **COVERAGES 1.a. Bodily Injury and Property Damage** and **1.b. Personal and Advertising Injury** only:

SCHEDULE

Name of Person or Organization:
Blanket as required by written Contract with a named insured.

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

Section **IV. WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of **your work** for that insured by or for you.

All other terms and conditions of this Policy remain unchanged.

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Policy No.: ER012WY24
Effective Date: 12/01/2024
Endorsement No.: 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following coverages only:

Section 1. COMMERCIAL GENERAL LIABILITY AND EMPLOYEE BENEFITS ADMINISTRATION
Section 2 GENERAL POLLUTION LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location And Description Of Completed Operations:**
Blanket as required by written Contract with a named insured.	Operations under contract with a named insured.

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

A. Section **IV. WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

B. Notwithstanding Section **VI. CONDITIONS**, paragraph **J. Other Insurance**, with respect to the insurance afforded to the additional insureds added by this Endorsement, this Policy shall be primary to, and non-contributory with, any other insurance available to that person or organization when required by written contract or agreement.

All other terms and conditions of this Policy remain unchanged.

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Policy No.: ER012WY24
Effective Date: 12/01/2024
Endorsement No.: 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT

It is hereby agreed that the last sentence of Section **VII. CONDITIONS**, Paragraph **O. Subrogation**, is deleted in its entirety and replaced with the following:

O. Subrogation

However, if the insured has waived rights of recovery against any person or organization in a written contract or agreement prior to a loss, we also waive such right of recovery we may have under this Policy against such person or organization.

All other terms and conditions of this Policy remain unchanged.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/1/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002120162 of Texas Mutual Insurance Company effective on 12/1/24

Issued to: Longhorn Excavators, Inc.

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

11/25/24

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Agent copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

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

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

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/1/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002120162 of Texas Mutual Insurance Company effective on 12/1/24

Issued to: Longhorn Excavators, Inc.

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

11/25/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/1/2024 AT 12:01 A.M. STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX009041-00 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators Inc Lex Equipment LP

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE

Q ADLIN-B 08 14

Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/1/2024 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX009041-00 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators Inc Lex Equipment LP

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE

Q WAIVER-B 08 14

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

July 8, 2025

Company/Vendor Name:

Longhorn Excavators, Inc.

Printed Name and Title:

Joshua Holden - CEO

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Longhorn Excavators, Inc.
(Full, correct legal name)

- Address: 1819 First Oaks Street, Suite 140, Richmond, TX 77406
- Telephone/Fax: 281-937-9700 / 281-937-1207
- Email address: Lisah@lexinc.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? Richmond, 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: Lisa Hagood - Administrative Manager
Address: 1819 First Oaks Street, Suite 140, Richmond, TX 77406
Telephone: 281-937-9700 or 512-656-2730 - Cell
Fax: 281-937-1207
Email: Lisah@lexinc.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    None

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Joshua Holden, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Longhorn Excavators, Inc. the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title CEO

Subscribed and sworn to me this 8th day of July 2025.

By: _____

Notary Public

Betty Lisa Hagood

BETTY LISA HAGOOD
Notary ID #129935622
My Commission Expires
August 27, 2026

My commission expires

August 27, 2026

HOUSE BILL 89 VERIFICATION

I, Joshua Holden, the undersigned representative of

Longhorn Excavators, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

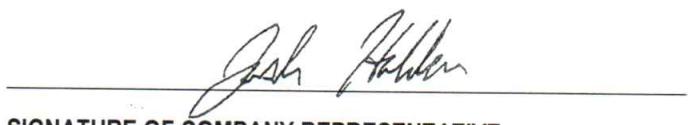
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Joshua Holden - CEO

TYPE/PRINT NAME AND TITLE:

July 8, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Joshua Holden, the undersigned representative of

Longhorn Excavators, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Joshua Holden - CEO

TYPE/PRINT NAME AND TITLE:

July 8, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Joshua Holden, the undersigned representative of

Longhorn Excavators, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Joshua Holden - CEO

TYPE/PRINT NAME AND TITLE:

July 8, 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.**

not applicable

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City Secretary's Office** located at **415 W. University Drive, Edinburg, Texas 78539.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization (≤ 5% of Total Base Bid	LS	1	51,804.10	$51,804.10
002	Excavation, complete in place ready to use	CY	52,820	2.97	$156,875.40
003	Fill, complete in place ready to use	CY	71,600	1.50	$107,400.00
004	Subgrade Preparation, complete in place ready to use	AC	16	2,970.00	$47,520.00
005	Underdrain & Stormwater Management, complete in place ready to use	LS	1	222,979.50	222,979.50

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006	Membrane Backed Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	496,000	2.01	996,960.00
007	Reinforced Geosynthetic Clay Liner (GCL), complete in place ready to use	SF	138,000	1.38	190,440.00
008	Protective Cover, complete in place ready to use	CY	43,700	3.33	145,521.00
009	Allowance for Unanticipated Work Items, complete in place ready to use	LS	1	$50,000	$50,000
Total of All Unit Price Bid Items					$1,969,500.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

Item 001 Mobilization/Demobilization (Maximum 5%)

Mobilization of sufficient labor, equipment, and materials to adequately advance the Work, and demobilization of said items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, labor, tools, and equipment necessary for the assembling and setting up of the project, including the initial movement of personnel and equipment to the project site; application, fee payment and acquisition for all necessary permits; the establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; establishment of field office, with utilities; and insurance, bonds, and other initial expenses required for the start of work, and demobilization of said items, followed by required site restoration.

Measurement for payment will be made per lump sum on the following basis: When at least 5% of the adjusted contract amount for construction is earned, 75% of the mobilization lump sum bid amount will be eligible for payment, minus retainage. Upon substantial completion of all work under this Contract and removal of all equipment and materials from the Project site, the remaining 25% of the mobilization lump sum bid amount will be eligible for payment, minus retainage.

Item 002 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the cubic yard basis.

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Item 003 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP). Measuring for payment is by the cubic yard basis.

Item 004 Subgrade Preparation

The Contractor shall prepare the subgrade for the installation of the GCL as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the acre basis.

Item 005 Underdrain/Stormwater Management

The Contractor shall provide riser, drainpipe, gravel, geotextile, and maintain a groundwater pump, required electrical services for operation, and associated discharge piping. The Contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface infiltration. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The Contractor shall expect wet work. Contractor shall be fully responsible for any damage that occurs to any materials due to wet site conditions that occur for any reason. Materials shall be replaced at no cost to the owner. Measuring for payment is by lump sum basis.

Item 006 Membrane Backed Geosynthetic Clay Liner (GCL)

The Contractor shall install the membrane backed geosynthetic clay liner (GCL) on the floor of Module M-5 as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the square foot basis.

Item 007 Reinforced Geosynthetic Clay Liner (GCL)

The Contractor shall install the reinforced geosynthetic clay liner (GCL) on the slopes of Module M-5 as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the square foot basis.

Item 008 Protective Cover

Contractor shall install 2 ft of protective cover over the geosynthetic clay liner (GCL) as per the approved permit Soil Liner Quality Control Plan (SLQCP) in Appendix II. Measuring for payment is by the cubic yard basis.

Item 009 Allowance for Unanticipated Work Items

The allowance for unanticipated work items is to be used at the Owner's discretion and must be approved by the Owner before any work is performed. Under no circumstances shall the Contractor perform any work that is not within the Scope of Services and is not authorized or approved by the Engineer and Owner.

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ARTICLE 6—

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
One	7/2/25

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

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c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Longhorn Excavators, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: July 8, 2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: Eric Unsinn
(typed or printed)

Title: Secretary
(typed or printed)

Date: July 8, 2025
(typed or printed)

Address for giving notices:

1819 First Oaks Street, Suite 140, Richmond, TX 77406

Bidder's Contact:

Name: Lisa Hagood
(typed or printed)

Title: Administrative Manager
(typed or printed)

Phone: 281-937-9700 / 512-656-2730 Cell

Email: Lisah@lexinc.com

Address:

1819 First Oaks Street, Suite 140, Richmond, TX 77406

Bidder's Contractor License No.: (if applicable) N/A

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LONGHORN EXCAVATORS EST 1993

PHONE: 281.937.9700 FAX: 281.937.1207 ADDRESS: 1819 First Oaks St., Suite 140, Richmond, TX 77406

CORPORATE RESOLUTION

I, Eric Unsinn, Secretary of Longhorn Excavators, Inc., a corporation organized under the laws of the State of Texas do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said Corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and the by-laws of said Corporation on the 8th day of July 2025

RESOLVED that
Joshua Holden, CEO
Eric Unsinn – Vice President, Secretary

Be it further resolved, that notwithstanding any change to or termination of the foregoing authority by operation of law or otherwise, any originator of such agreements, contracts and bonds and any assignee thereof shall be fully protected and held harmless in relying and acting upon said authorization until they shall have received written notice from the Corporation of any such change or termination.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

In witness whereof, I have hereunto set my name as Secretary and affixed the seal of said Corporation, this 8th day of July 2025.

Eric Unsinn, Secretary
1819 First Oaks Street, Suite 140
Richmond, Texas 77406
Incorporated in the State of Texas

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Longhorn Excavators, Inc.		
Corporate Office			
Name:	Joshua Holden and Lisa Hagood	Phone number:	281-937-9700
Title:	CEO and Administrative Manager	Email address:	Lisah@lexinc.com
Business address of corporate office:	1819 First Oaks Street, Suite 140 Richmond, TX 77406		
Local Office			
Name:	same as above	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:	
	1.
	2.
	3.
Provide a separate Qualification Statement for each Joint Venturer.	
Date Business was formed:	State in which Business was formed:
Is this Business authorized to operate in the Project location?	☐ Yes ☐ No ☐ Pending

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Joshua Holden	Title:	CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No limit
Name:	John Parker	Title:	President
Authorized to sign contracts: ☐ Yes ☒ No		Limit of Authority:	$
Name:	Eric Unsinn	Title:	Secretary
Authorized to sign contracts: ☐ Yes ☒ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Eric Unsinn

Safety Certifications

Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Longhorn	1.34			.74			.75		

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Barry Capers	
Business address:	2222 Greenhouse Rd, #2100 Houston, TX 77084	
Date of Business's most recent financial statement:	2/26/25	☒ Attached
Date of Business's most recent audited financial statement:	N/A	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		1.49
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.32

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Continental Casualty Company		
Surety is a corporation organized and existing under the laws of the state of:		Illinois	
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	151 North Franklin Street Chicago, Illinois 60606		
Physical Address (principal place of business):	151 North Franklin Street Chicago, Illinois 60606		
Phone (main):	312-822-5000	Phone (claims):	312-822-7330

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Aspen Specialty Insurance Company	Commercial Liability	
Clear Blue Insurance Company	Automobile Liability	
Texas Mutual Insurance Company	Workers Compensation	
Starr Indemnity and Liability	Inland Marine - Equipment Insurance	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No
Mailing Address (principal place of business):	Rockwater Insurance Group 12621 Featherwood Dr. Suite 115 Houston, TX 77034	
Physical Address (principal place of business):	same	
Phone (main):	832-583-7500	Phone (claims): 832-583-7500

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	101-150
Estimate of revenue for the current year:	$50-$75,000,000
Estimate of revenue for the previous year:	$57,001,823

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	32+	As a joint venturer:	32+	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

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E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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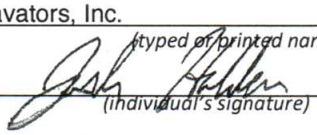
This Statement of Qualifications is offered by:

Business: Longhorn Excavators, Inc.
(typed or printed name of organization)

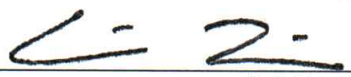
By: 
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: July 8, 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: Eric Unsinn
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
1819 First Oaks Street, Suite 140, Richmond, TX 77406

Designated Representative:

Name: Lisa Hagood
(typed or printed)

Title: Administrative Manager
(typed or printed)

Address:
1819 First Oaks Street, Suite 140, Richmond, TX 77406

Phone: 281-937-9700

Email: lisah@lexinc.com

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Schedule A—Current Projects

Name of Organization	See attached qualification statement				
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
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Schedule B—Previous Experience with Similar Projects

Name of Organization	See attached qualification statement			
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization	See attached qualification statement			
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual		Eric Unsinn - see attached resumes	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		GregParker - see attached resume	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual		Eric Unsinn - see attached resume	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Eric Unsinn - see attached resyme	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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LONGHORN EXCAVATORS, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED NOVEMBER 30, 2024 AND 2023

BARRY CAPERS

PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

C O N T E N T S

INDEPENDENT ACCOUNTANTS' REVIEW REPORT 2

BALANCE SHEETS 3

STATEMENTS OF INCOME AND RETAINED EARNINGS 4

STATEMENTS OF CASH FLOWS 5

NOTES TO FINANCIAL STATEMENTS 6

BARRY CAPERS

PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

2222 Greenhouse Rd., #2100
Houston, Texas, 77084

(281) 242-2400
Fax: (281) 242-6717
https://www.barrycaperscpa.com

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Longhorn Excavators, Inc.
Richmond, Texas

We have reviewed the accompanying financial statements of Longhorn Excavators, Inc., which comprise the balance sheets as of November 30, 2024 and 2023, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Longhorn Excavators, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountants' Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Barry & Capers, P.C.

February 26, 2025

LONGHORN EXCAVATORS, INC.
BALANCE SHEETS
NOVEMBER 30, 2024 AND 2023

A S S E T S

	2024	2023
CURRENT ASSETS:		
Cash	$ 2,428,792	$ 3,002,351
Accounts receivable:		
Trade	11,464,998	6,979,183
Unbilled work	686,302	407,363
Related party	1,000,000	1,400,000
Employees	3,250	4,080
Employee retention credit	280,037	280,037
Miscellaneous	235,384	144,478
	13,669,971	9,215,141
Contract assets:		
Accounts receivable - retainage	1,755,399	968,754
Cost and estimated earnings in excess of billings on contracts in progress	117,388	
	1,872,787	968,754
Prepaid expenses	206,647	124,087
Total current assets	18,178,197	13,310,333
PROPERTY AND EQUIPMENT:		
Automobiles and trucks	241,188	241,188
Machinery and equipment	106,615	98,821
	347,803	340,009
Less accumulated depreciation	220,070	132,928
	127,733	207,081
OTHER ASSETS:		
Deposit - federal income tax	76,144	65,181
Club memberships	24,500	24,500
	100,644	89,681
TOTAL	$ 18,406,574	$ 13,607,095

See independent accountants' review report

See notes to financial statements

L I A B I L I T I E S A N D S T O C K H O L D E R ' S E Q U I T Y

	2024	2023
CURRENT LIABILITIES:		
Line of credit	$ 1,450,000	$ 1,100,000
Current maturities of long-term debt	667,341	640,189
Accounts payable:		
Trade	7,363,538	4,892,139
Miscellaneous	45,054	21,531
	7,408,592	4,913,670
Accrued expenses:		
Ad valorem taxes	4,007	4,740
Accrued state income and franchise tax	73,842	61,872
Labor payrolls, bonuses and payroll taxes	503,817	428,755
Equipment and other job costs	4,122	14,650
	585,788	510,017
Contract liabilities:		
Accounts payable - retainage	215,052	7,874
Billings in excess of cost and estimated earnings on contracts in progress	1,858,477	2,071,499
	2,073,529	2,079,373
Total current liabilities	12,185,250	9,243,249
LONG-TERM DEBT:		
Total	1,183,378	1,825,584
Less current maturities	667,341	640,189
	516,037	1,185,395
STOCKHOLDER'S EQUITY:		
Common stock - par value, $1; authorized, 100,000 shares; issued 1,000 shares; outstanding 333 shares	1,000	1,000
Retained earnings	7,840,475	5,313,639
	7,841,475	5,314,639
Less treasury stock at cost (667 shares)	(2,136,188)	(2,136,188)
	5,705,287	3,178,451
TOTAL	$ 18,406,574	$ 13,607,095

LONGHORN EXCAVATORS, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED NOVEMBER 30, 2024 AND 2023

	2024	2023
CONSTRUCTION REVENUE	$ 57,001,823	$ 48,639,119
DIRECT COSTS	50,305,039	43,061,160
FIELD PROFIT	6,696,784	5,577,959
GENERAL AND ADMINISTRATIVE EXPENSES:		
Advertising	3,466	6,554
Automobile	147,586	170,184
Bad debt	250	500
Bank charges	13,703	11,655
Contract and leased labor	369,215	334,537
Dues and subscriptions	70,307	84,519
Insurance	972,819	656,223
Legal, accounting and other	599,965	446,651
Meals and entertainment	52,252	43,949
Office supplies	97,930	78,480
Postage, printing and developing	8,310	13,168
Rent	148,030	107,808
Salaries and wages	982,029	1,121,345
Sales and promotional	20,376	25,058
Taxes - other than income	154,853	332,553
Telephone and radio	37,406	30,778
Travel	50,261	52,651
Utilities	13,611	11,134
Miscellaneous	165,553	104,430
	3,907,922	3,632,177
OPERATING INCOME	2,788,862	1,945,782
OTHER INCOME (EXPENSE):		
Gain on disposal of property and equipment		19,603
Interest expense	(265,840)	(134,139)
Miscellaneous	3,814	(21,874)
	(262,026)	(136,410)
NET INCOME	2,526,836	1,809,372
RETAINED EARNINGS - BEGINNING OF YEAR	5,313,639	6,035,114
TOTAL	7,840,475	7,844,486
LESS DISTRIBUTIONS		2,530,847
RETAINED EARNINGS - END OF YEAR	$ 7,840,475	$ 5,313,639

See independent accountants' review report

See notes to financial statements

LONGHORN EXCAVATORS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED NOVEMBER 30, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 2,526,836	$ 1,809,372
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	87,143	83,249
Bad debt	250	500
Gain on disposal of property and equipment		(19,603)
Amortization of prepaid insurance	804,180	578,919
	3,418,409	2,452,437
Changes in operating assets and liabilities:		
Decrease (increase) in operating assets:		
Accounts receivable	(4,455,080)	(577,402)
Contract assets	(904,033)	1,938,076
Prepaid expenses	(179,270)	(243,954)
Increase (decrease) in operating liabilities:		
Accounts payable	2,483,959	(307,929)
Accrued expenses	75,771	(197,841)
Contract liabilities	(5,844)	(172,514)
	433,912	2,890,873
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(7,795)	(10,000)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from short-term debt	2,750,000	1,100,000
Payments of short-term debt	(3,107,470)	(452,502)
Payments of long-term debt	(642,206)	(638,550)
Distributions paid		(2,530,847)
	(999,676)	(2,521,899)
INCREASE (DECREASE) IN CASH	(573,559)	358,974
CASH - BEGINNING OF YEAR	3,002,351	2,643,377
CASH - END OF YEAR	$ 2,428,792	$ 3,002,351
SUPPLEMENTAL DISCLOSURES:		
Interest paid	$ 265,840	$ 134,139
Noncash investing and financing activities:		
Federal income tax deposit receivable (payable)	(10,963)	135,540
Direct financing of property and equipment purchases		70,698
Direct financing of insurance premiums	707,470	452,502
Value received on trades of property and equipment used to pay off existing debt		51,836

See independent accountants' review report

See notes to financial statements

1. Nature of Business and Significant Accounting Policies

Nature of Operations

The Company's operations consist of excavation work for golf courses, landfills, drainage ditches, and levees.

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those amounts.

Fair Value Measurements

The carrying value of cash and cash equivalents, accounts receivable, contract assets, prepaid expenses, accounts payable, accrued expenses, and contract liabilities approximate fair value due to the short-term maturities of these assets and liabilities. The carrying amounts of the Company's line of credit and long-term debt approximate fair value based on borrowing rates currently available for debt of similar terms and maturities.

Balance Sheet Classifications

The Company includes amounts receivable and payable, such as retainage, under construction contracts which may extend beyond one year in current assets and current liabilities. A one-year time period is used as the basis for classifying all other current assets and current liabilities.

Allowance for Credit Losses

On December 1, 2023 the Company adopted and now recognizes credit losses in accordance with ASC Topic 326, Financial Instruments - Credit Losses, and subsequently issued additional ASUs ("Topic 326") on a modified retrospective approach. The new guidance replaced the incurred loss methodology used in previous years with an expected loss methodology. Topic 326 requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, reasonable and supportable forecasts, and other information available to management. Management elected to estimate the expected credit losses using a loss rate method that was applied to groups of assets categorized based on similar risk characteristics. Topic 326 was applicable to accounts receivable and contract assets included in the balance sheets. Any expected credit losses are recorded to an allowance for credit losses valuation account (see Note 3).

Cash and Cash Equivalents

Cash includes cash on hand, in checking accounts and all highly liquid investments with original maturities of three months or less, if any.

Contract Assets

The Company's contract assets include amounts due under contractual retention provisions, unamortized fulfillment costs, and costs and estimated earnings in excess of billings. Costs and estimated earnings in excess of billings also represent amounts earned and reimbursable under contracts, including customer affirmative claim recovery estimates, but have a conditional right for billing and payment such as achievement of milestones or completion of the project. With the exception of customer affirmative claims, generally, such unbilled amounts will become billable according to the contract terms and generally will be billed and collected over the next twelve months. Settlement with the customer of outstanding affirmative claims is dependent on the claims resolution process and could extend beyond one year. Based on the Company's historical experience, management generally considers the collection risk related to billable amounts to be low. When events or conditions indicate that it is probable that the amounts outstanding become unbillable, the transaction price and associated contract asset is reduced.

1. Nature of Business and Significant Accounting Policies - Continued

Contract Assets - Continued

Certain construction contracts include retention provisions to provide assurance to the Company's customers that the Company will perform in accordance with the contract terms and are not considered a financing benefit under ASC Topic 606. The balances billed but not paid by customers pursuant to those provisions generally become due upon completion and acceptance of the project work by the customer.

Contract assets are now periodically measured for expected credit losses based on historical losses and other information available to management using an expected loss rate methodology. Management of the Company is of the opinion the allowance for credit losses on contract assets was not material at November 30, 2024 and 2023. Accordingly, no provision for credit loss allowance has been made.

The following are the balances as of the respective year end balance sheet dates:

	2024	2023	2022
Contract assets	$ 1,872,787	$ 968,754	$ 2,906,830

Contract Liabilities

The Company's contract liabilities consist of provisions for losses, billings in excess of costs and estimated earnings, and unbilled subcontractor retainage. Provisions for losses are recognized in the statements of income and retained earnings at the uncompleted performance obligation level for the amount of total estimated losses in the period that evidence indicates that the estimated total cost of a performance obligation exceeds its estimated total revenue. Billings in excess of costs and estimated earnings are billings to customers on contracts in advance of work performed, including advance payments negotiated as a contract condition. Generally, unearned project-related costs will be earned over the next twelve months.

The following are the balances as of the respective year end balance sheet dates:

	2024	2023	2022
Contract liabilities	$ 2,073,529	$ 2,079,373	$ 2,251,887

Right of Use Assets and Leases

The Company recognizes leases in accordance with ASC Topic 842, Leases, and subsequently issued additional related ASU's ("Topic 842"). A lease contract conveys the right to use an underlying asset for a period of time in exchange for consideration. At inception, the Company determined whether a contract contains a lease by determining if there is an identified asset and if the contract conveys the right to control the use of the identified asset in exchange for consideration over a period of time. For leases with a lease term greater than one year, at lease commencement, the Company measures and records a lease liability equal to the present vale of the remaining lease payments, generally discounted using the borrowing rate on its secured debt. Management of the Company has determined there were no such leases present at November 30, 2024 and 2023.

Income, Revenue and Expense Recognition

Income and expenses are recognized using the accrual method of accounting with revenue from contracts with customers being recognized in accordance with FASB ASC Topic 606. Revenue from long-term construction performance obligations are recognized using the percentage of completion method. The percentage of completion is determined by the ratio of cost incurred to date to the estimated total cost to be incurred. Losses on performance obligations are provided for in their entirety when estimates indicate a loss will be incurred.

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

The Company's revenue is primarily derived from construction contracts that can span one month to a year or more. The Company applies ASC Topic 606, Revenue from Contracts with Customers and recognizes revenue in accordance with the standard and subsequently issued additional related ASUs. The core principle of the standard is that revenue will be recognized when promised goods or services are transferred to customers in an amount that reflects consideration for which entitlement is expected in exchange for those goods or services. Topic 606 provides for a five-step model for recognizing revenue from contracts with customers as follows:

1. Identify the contract
2. Identify the performance obligation(s)
3. Determine the transaction price
4. Allocate the transaction price
5. Recognize revenue

Generally, the Company's construction contracts contain one performance obligation, but occasionally may contain multiple distinct promises or multiple contracts within a master agreement, which is reviewed at contract inception to determine if they represent multiple performance obligations or multiple separate contracts. This review consists of determining if promises or groups of promises are distinct within the context of the contract, including whether contracts are physically contiguous, contain task orders, purchase or sales orders, termination clauses and/or elements not related to design and/or build.

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. The consideration promised in a contract with customers may include both fixed amounts and variable amounts (e.g. bonuses/incentives or penalties/liquidated damages) to the extent that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved (i.e. probable and estimable). When a contract has a single performance obligation, the entire transaction price is attributed to that performance obligation. When a contract has more than one performance obligation, the transaction price is allocated to each performance obligation based on estimated relative standalone selling prices of the goods or services at the inception of the contract, which typically is determined using cost plus an appropriate margin.

Subsequent to the inception of a construction contract, the transaction price could change for various reasons, including the executed or estimated amount of change orders and unresolved contract modifications and claims to or from owners. Changes that are accounted for as an adjustment to existing performance obligations are allocated on the same basis at contract inception. Otherwise, changes are accounted for as separate performance obligation(s) and the separate transaction price is allocated as discussed above. Changes are made to the transaction price from unapproved change orders to the extent the amount can be reasonably estimated and recovery is probable.

On certain projects the Company may have submitted and have pending unresolved contract modifications and affirmative claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers, subcontractors, vendors or others. The owners or their authorized representatives and/or other third parties may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement. Changes are made to the transaction price from affirmative claims with customers to the extent that additional revenue on a claim settlement with a customer is probable and estimable. A reduction to costs related to affirmative claims with non-customers with whom the Company has a contractual arrangement (back charges) is recognized when the recovery is probable and estimable. Recognizing affirmative claims and back charge recoveries requires significant judgments of certain factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results, and the cost of resolving such matters.

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

Typically, performance obligations related to the Company's construction contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. Performance obligations satisfied over time totaled $57,001,823 and $48,639,119 for the years ended November 30, 2024 and 2023, respectively. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer by measuring the progress toward complete satisfaction of the performance obligation(s) using a cost to cost input method. Under the cost to cost input method, costs incurred to date are generally the best depiction of transfer of control.

All contract costs, including those associated with affirmative claims, change orders and back charges, are recorded as incurred and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs consist of direct costs on contracts, including labor and materials, amounts payable to subcontractors, direct overhead costs and equipment expense (primarily rental, depreciation, fuel, maintenance and repairs).

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of the estimates of the forecasted revenue and cost to complete each project. Cost estimates for all significant projects use a detailed “bottom up” approach. There are a number of factors that can contribute to revisions in estimates of contract cost and profitability. The most significant of these include:

- changes in costs of labor and/or materials;
- subcontractor costs, availability and/or performance issues;
- extended overhead and other costs due to owner, weather and other delays;
- changes in productivity expectations;
- changes from original design on design-build projects;
- management's ability to fully and promptly recover on affirmative claims and back charges for additional contract costs;
- a change in the availability and proximity of equipment and materials;
- complexity in original design;
- length of time to complete the project;
- the availability and skill level of workers on the project;
- site conditions that differ from those assumed in the original bid;
- costs associated with scope changes; and
- the customer’s ability to properly administer the contract.

The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins may cause fluctuations in gross profit and gross profit margin from period to period. Significant changes in revenue and cost estimates, particularly in larger, more complex, multi-year projects have had, and can in future periods have, a significant effect on profitability.

All state and local government contracts and many of the Company's other contracts provide for termination of the contract at the convenience of the contracting party, with provisions for payment of work performed through the date of termination including demobilization cost.

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses in the statements of income and retained earnings. Although unusual, pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the balance sheets when the Company is notified that they are not the low bidder with a corresponding reduction to general and administrative expenses on the statements of income and retained earnings.

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

If the duration of a contract is expected to be one year or more, expenses related to contract fulfillment costs (e.g. bond costs and mobilization of equipment and labor to a job site prior to substantive work beginning) are capitalized as incurred and amortized over the expected duration of the contract. If the duration of the contract is expected to be one year or less the fulfillment costs are expensed as incurred.

Property, Equipment, and Depreciation

Property and equipment are stated at cost. Maintenance and repairs are charged to operations as incurred. Depreciation is computed using the straight-line method over the following useful lives (see Note 10):

Automobiles and trucks	3 years
Machinery and equipment	5 years

Warranties

The Company records assurance type warranties as a cost of the performance obligation it relates to while service type warranties are reported as a separate performance obligation. Many of the Company's construction contracts contain assurance type warranty provisions covering defects in equipment, materials or workmanship that extend up to one year after the customer accepts the project or upon substantial completion. Because the Company has not experienced material warranty costs, management does not believe an accrual for these costs is necessary.

Surety Bonds

The Company is generally required to provide various types of surety bonds that provide an additional measure of security under certain public and private sector contracts. Performance bonds do not have stated expiration dates; rather, the Company is generally released from the bonds after the owner accepts the work performed under contract. The ability to maintain bonding capacity to support the Company's current and future level of contracting requires that the Company maintain cash and working capital balances satisfactory to its sureties.

Advertising

The Company expenses advertising costs as incurred.

Income Tax

The stockholder of the Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code, as amended. Under these provisions the taxable income and any credits of the Company are reported by the stockholder in his personal federal income tax return.

Additionally, no provision has been made for amounts which may be advanced or paid as distributions to the stockholder to assist in paying personal income tax on the Company's taxable income.

Variable Interest Entities

The Company applies an alternative standard issued by the Financial Accounting Standards Board regarding the application of Variable Interest Entities (VIE) guidance to private entities under common control which includes a provision that eliminates the requirement of the Company to apply VIE guidance to commonly controlled entities unless the Company has a direct or indirect controlling financial interest in the entity (see Note 13).

Accrued Compensated Absences

Employees are entitled to paid vacations, sick days and personal days off, depending on job classification, length of service, and other factors. An accrued compensated absences estimate has not been made for the years ended November 30, 2024 and 2023. Management does not expect this cost to have a significant impact on the Company’s financial statements.

2. Concentrations

Credit Risk

The Company maintains cash accounts in one bank. The accounts are insured up to $250,000 at the institution by the Federal Deposit Insurance Corporation. Amounts in excess of this coverage are uninsured and subject to loss should the bank fail, with possible offset against outstanding loans. At November 30, 2024 and 2023 the Company had $775,773 and $1,180,456, respectively, in uninsured deposits net of outstanding loans.

The Company provides construction services for and grants credit to various public and private entities primarily located throughout the state of Texas.

For the years ended November 30, 2024 and 2023 the Company had accounts receivable trade and retainage balances in excess of 10% of the total accounts receivable trade and retainage balance attributable to three and four customers, respectively. The total accounts receivable trade and retainage from these customers at November 30, 2024 and 2023 was $5,815,482 and $5,318,525, respectively.

Major Customers

The Company had revenue in excess of 10% of its gross revenue attributable to two and one customers, respectively, in the amount of $14,881,955 and $5,115,981, respectively, for the years ended November 30, 2024 and 2023.

3. Accounts Receivable and Allowance for Credit Losses

Accounts receivable are now periodically measured for expected credit losses based on historical losses and other information available to management using an expected loss rate methodology. Management of the Company is of the opinion the allowance for credit losses on accounts receivable was not material at November 30, 2024 and 2023. Accordingly, no provision for credit loss allowance was made.

The following are the balances as of the respective year end balance sheet dates:

	2024	2023	2022
Accounts receivable - trade	$ 11,464,998	$ 6,979,183	$ 7,402,228

4. Deposit - Federal Income Tax

At November 30, 2024 and 2023 the Company reported a refundable income tax deposit of $76,144 and $65,181, respectively, in other assets. The deposit represents the amount of federal income tax computed on the taxable income that is deferred one year due to the Company's taxable year-end being different from that of its owner. The balance receivable (payable) at November 30, 2024 and 2023 is $(10,963) and $135,540, respectively, and is included in accounts receivable (payable) - miscellaneous in these financial statements.

5. Line of Credit

On May 16, 2023 the Company modified and extended a line of credit agreement providing advances up to $5,000,000, or 80% of the aggregate amount of eligible accounts, with interest at the prime rate. Eligible accounts consist of trade accounts not over 60 days or not from any customer with more than 20% of their outstanding trade balance over 60 days unless approved by the bank. The line of credit is collateralized by all Company accounts and the guaranty of the stockholder. Accrued interest is due monthly beginning June 8, 2023 until maturity on July 8, 2024 at which time the outstanding principal plus any unpaid interest is due. The line of credit contains financial covenants such as a debt service coverage requirement. At November 30, 2023 there was $1,100,000 due on the line of credit.

5. Line of Credit - Continued

On July 8, 2024 the Company renewed the line of credit agreement with the terms and conditions remaining the same. Accrued interest is due monthly beginning August 8, 2024 until maturity on July 8, 2025 at which time outstanding principal plus unpaid interest is due. At November 30, 2024 there was $1,450,000 due on the line of credit.

6. Long-Term Debt

Long-term debt at November 30, 2024 and 2023 consists of the following:

	2024	2023
Note payable in monthly installments of $821, including interest at 2.9%, collateralized by a 2022 Toyota Tundra	$ 26,004	$ 34,958
Note payable in monthly installments of $1,115, including interest at 4.69%, collateralized by a 2022 Ford F350	35,425	46,847
Note payable in monthly installments of $54,912, with interest at the prime rate, collateralized by all assets and guaranteed by the stockholder (see Note 15)	1,065,355	1,673,082
Note payable in monthly installments of $1,731, including interest at 7.99%, collateralized by a 2024 Ford F250	56,594	70,697
	1,183,378	1,825,584
	667,341	640,189
	$ 516,037	$ 1,185,395

The following are maturities of long-term debt:

November 30, 2025	$ 667,341
November 30, 2026	476,354
November 30, 2027	37,983
November 30, 2028	1,700
	$ 1,183,378

7. Significant Estimates

As stated in Note 1, the Company uses the percentage of completion method for recognizing revenue earned on long-term construction performance obligations in progress. The reliability of this method for determining revenue earned to date is dependent on the accuracy management's estimate of the performance obligation's transaction price and cost to complete the performance obligations. It is reasonably possible that future adjustments to the variable considerations used in developing the transaction price could occur due to changes in the scope of the original contract or due to differences in actual quantities incurred upon completion from those originally estimated at inception of the performance obligation. Management's estimates of cost to complete performance obligations in progress at the balance sheet date could change due to unpredictable events as stated in Note 1. Significant changes in the transaction price amounts or total estimated cost could materially affect the revenue and net income reported on the statements of income and retained earnings.

8. Cost and Estimated Earnings on Contracts in Progress

Billings in excess of cost and estimated earnings on contracts in progress at November 30, 2024 and 2023 consists of the following:

	2024	2023
Billings to date	$ 37,508,193	$ 22,987,458
Less:		
Cost to date	31,993,616	19,355,502
Estimated earnings	3,773,488	1,560,457
	35,767,104	20,915,959
Billings in excess of cost and estimated earnings - net	$ 1,741,089	$ 2,071,499
Billings in excess of cost and estimated earnings	$ 1,858,477	$ 2,071,499
Cost and estimated earnings in excess of billings	117,388	
Billings in excess of cost and estimated earnings - net	$ 1,741,089	$ 2,071,499

9. Backlog

The following schedule summarizes changes in backlog amounts on contracts during the year ended November 30, 2024. Backlog represents the amount of gross revenue the Company expects to realize from contracts in progress at year end and contractual agreements on work which has not yet begun.

Backlog balance at November 30, 2023	$ 11,046,934
Revisions to transaction price estimates at November 30, 2023	6,460,772
New contracts added during the year ended November 30, 2024	69,347,798
	86,855,504
Less contract revenues earned during the year ended November 30, 2024	57,001,823
Backlog balance at November 30, 2024	$ 29,853,681

Backlog includes contracts totaling $11,839,690 on which work has not begun. The Company entered into additional contracts with estimated revenues of $10,812,892 between December 1, 2024 and February 26, 2025. The Company has additional contracts totaling $15,116,992 which have been awarded but not signed.

10. Depreciation

Depreciation charged to operations for the years ended November 30, 2024 and 2023 consists of the following:

	2024	2023
Direct costs	$ 87,143	$ 83,249

11. Accounting For Uncertainty In Income Taxes

The Company files income tax returns in the U.S. federal jurisdiction and several state jurisdictions. At November 30, 2024 the Company's tax returns open for review by taxing authorities were for the years ended November 30, 2021 to November 30, 2023 for federal and for the years ended November 30, 2020 to November 30, 2023 for states.

12 401(k) Plan

The Company has a 401(k) employee savings plan that covers all employees that have completed one year of service and have attained the age of twenty-one. Eligible employees may elect to contribute a portion of their compensation to the plan subject to IRS guidelines. The Company's matching contribution is discretionary, is reviewed on an annual basis, and is subject to change. The Company did not make or accrue profit sharing contributions for the years ended November 30, 2024 and 2023.

13. Related Party Transactions

During the years ended November 30, 2024 and 2023 the Company incurred $4,613,246, and $5,046,740, respectively, of rental equipment expense under month-to-month agreements from a related company. At November 30, 2024 and 2023 the Company owes the related company $1,390,617 and $987,495, respectively, which is included in accounts payable - trade in these financial statements.

During the year ended November 30, 2023 the Company advanced a separate related party $1,400,000 for working capital needs. At November 30, 2023 the balance was reported in accounts receivable - related party on the balance sheet. During the year ended November 30, 2024 the Company advanced an additional $1,200,000 to the related party and was repaid $1,600,000. At November 30, 2024 the balance of $1,000,000 was reported in accounts receivable - related party on the balance sheet.

14. Employee Retention Credit

During the year ended November 30, 2021 management of the Company determined the Company qualified for the employee retention credit in the fourth quarter of 2020 and the first three quarters of 2021. The Company filed an amended 941 for these quarters which resulted in a refund of $1,319,821. Through November 30, 2023 the Company had received $1,039,784 of the refund. At November 30, 2024 and 2023 the remaining refund is recorded in accounts receivable on the balance sheets in the amount of $280,037.

15. Change in Ownership

On June 1, 2021 100% of the Company's stock was sold to a new owner. The prior stockholder agreed to continue working for the Company in a consulting role. To facilitate the purchase of the stock the Company took out a loan which is personally guaranteed by the new owner in the amount of $3,000,000 (see Note 6).

16. Lawsuit

On January 27, 2023 a lawsuit was brought against the Company by a former employee claiming wrongful termination and seeking monetary relief over $250,000 but less than $1,000,000. The lawsuit was settled in January 2025 with the Company having to pay $27,500 to settle the claim.

17. Subsequent Events

The Company has evaluated events that occurred subsequent to November 30, 2024 through February 26, 2025, which is the date the financial statements were available to be issued. Other than mentioned in Note 16, there were no other material recognized or non-recognized subsequent events during this period.

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QUALIFICATION STATEMENT
CONSTRUCTION PROJECTS

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2025 PROJECTS			
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cell VB Sump Riser Retrofit Construction Including excavation, structural fill, retrofits of the Cell VB sump and cell VB cleanout risers including pumps, panels, pipe and all related appurtenances. 13,500 CY of excavation	$ 609,138.00 Dated 5/20/25	10%	Aug-25
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
SAWTOOTH REGIONAL LANDFILL	Sawtooth Regional Landfill - Cell 2B - Cell and Leachate Evap Pond Construction including excavation, general fill, installation of protective cover layer, installation of leachate collection system, installation of a leachate evaporation pond, stormwater ponds, perimeter road, vegetation and other related work. 931,854 CY of excavation	$ 7,269,000.00 Dated 7/2/25	Not Started	
Republic Services Environmental Solutions III, LLC				
16415 NW Waste Site Drive				
Mayfield, ID 83647				
Environmental Manager - Jorden Foster, 470-827-3616				
Plum Creek Management District No. IA	Phase IIB Clearing and Grubbing & Detention and Drainage Facilities to Serve Plum Creek Management District No. IA - Includes clearing and grubbing; the excavation and dirt manipulation of 662,300 CY of earthen material to be hauled, placed and compacted on-site; installation of backslope interceptor structures, drainage swales, concrete pilot channel, erosion control items and all other related work.	$ 6,269,700.00	Not Started	
C/O LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Scott Frankovich PE, (817) 372-0953				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 4 Construction - Perform excavation, fill placement, clay liner construction, geosynthetic coordination, underdrain and leachate collection system installation, protective cover layer placement, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 364,013 CY of excavation	$ 1,934,269.80 Dated 5/9/25	32%	Oct-25
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 9 Construction - Perform excavation, fill placement, clay liner construction, geosynthetic coordination, underdrain and leachate collection system installation, protective cover layer placement, stormwater & groundwater control, and all other related work. 238,164 CY of excavation	$ 1,363,186.24 Dated 5/19/25	14%	Oct-25
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
COASTAL PLAINS LANDFILL	Cell 30 Construction - Perform excavation, fill placement, clay liner construction, geosynthetic coordination, underdrain and leachate collection system installation, forcemain installation, protective cover layer placement, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 30,100 CY of excavation	$ 1,159,080.00	Jun-25	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GCP Loan Subsidiary 1, L.P.	Construction of the Mass Grading to Serve Grand Central Park Sections 34 & 39 - Includes the purchase, haul placement and compaction of 221,100 CY of earthen material.	$ 4,090,690.50 Dated 4/30/25	45%	Jul-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Hayden Rice, PE, (979) 645-1008				
CITY OF EDINBURG - LANDFILL PERIMETER DRAINAGE IMPROVEMENTS	Landfill Perimeter Drainage Improvements including the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications. 694,000 CY of excavation	$ 4,540,380.00 Dated 2/7/25	41%	Oct-25
Edinburg Regional Disposal Facility				
8601 North Jasman Road				
Edinburg, TX 78542				
Engineer - WSP, Chad Ireland , PE (713) 471-5701				
D. R. Horton - Texas, Ltd. on behalf of Brazoria County MUD No. 87	Construction of the Detention and Grading Phase 4 to Serve Brazoria County MUD No. 87 - Includes clearing and grubbing; the excavation of approximately 478,122 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe, slope paving, swales and riprap.	$ 4,450,500.93 Dated 4/21/25	26%	Sep-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Kathleen Kinchen, PE, (713) 358-8816				
BLUE RIDGE LANDFILL	Class 1 Sector 24G Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection systems; installation of protective cover; future and existing tie-ins; installation of road and truck pad; leachate and underdrain forcemains; and other services as described in the Scope of Work. 209,000 CY of excavation	$ 1,399,533.46	May-25	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tyler Tandy, (281) 536-0254				
BLUE RIDGE LANDFILL	MSW Sector 14C Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; installation of road and truck pad; and other services as described in the Scope of Work. 145,000 CY of excavation	$ 1,924,474.65	May-25	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tyler Tandy, (281) 536-0254				
BLUE RIDGE LANDFILL	Final Cover Landscape Berm Construction including locating the existing liner tie-in; grading and placement of intermediate cover and surface preparation; installation of 18-inch soil infiltration layer; installation of a 42-inch erosion layer; installation of a 6-inch topsoil layer; future final cover tie-ins; installation of a Flexamat-lined stormwater chutes, drainage swales, TRM and vegetation establishment; and all other services described in the Scope of Work.	$ 1,109,100.15 Dated 1/2/25	Not Started	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tyler Tandy, (281) 536-0254				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
GOLDEN TRIANGLE LANDFILL	Sector 7A Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover and future tie-in; underdrain and leachate forcemain installation; installation of road, truck pad and culverts; seeding and TRM; and other services as described in the Scope of Work. 42,000 CY of excavation; 45,000 C Y of berm fill	$ 1,894,690.50	May-25	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GALVESTON COUNTY LANDFILL	Cell 5D2 & 5E Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of a 2-foot thick and 3-foot thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; existing tie-ins; construction of roads and truck pad; installation of electrical and forcemain; and all other services as described in the Scope of Work. 138,200 CY of excavation	$ 1,414,800.27	Jun-25	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Crystal Hardee, (409) 728-7445				
LONE STAR RECYCLING AND DISPOSAL FACILITY	Sector F - Cell 1 and Site Drainage Improvements Construction including excavation; prepared subgrade; installation of 36-inch compacted clay liner; installation of 12-inch-thick protective cover layer; installation of underdrain system; and installation pond improvements including excavation, fill and RCP, CMP and Box Culverts. 454,119 CY of excavation	$ 3,201,470.64 Dated 3/12/25	48%	Aug-25
Waste Connections				
4107 S Sam Houston Pkwy W				
Houston, TX 77053				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
TIMBERLANE LANDFILL	Cell 13 Construction including excavation; prepared subgrade; installation of 36-inch recompacted clay liner; installation of 12-inch-thick sand drainage layer, protective cover layer and rain flap berm; installation of leachate collection system; installation of road and turnaround pad; seeding and storm water management. 247,400 CY of excavation	$ 2,213,336.21	Jun-25	
Waste Connections				
Louisiana Regional Landfill Company (LRLC)				
1158 Landfill Rd				
Oakdale, LA 71463				
Attn: Joe Vieceli (832) 442-2906				
Engineer - Fourrier & de Abreu Engineers, Dale Steib (225) 677-7950				
Sienna Parks & Levee Improvement District of Fort Bend County Texas	Construction of the Regional Storage Pond Phase 3 - Includes clearing and grubbing; the excavation of 581,000 CY of earthen material to be hauled, placed and compacted on-site; installation of backslope interceptor structures, drainage swale, erosion control items and all other related work.	$ 11,839,690.20	61%	Sep-25
C/O LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Scott Frankovich PE, (817) 372-0953				
Sonoco Products Company	Construction of the Class Three Industrial Landfill (Cell H) - Cell Construction including excavation, installation of sand blanket, clay liner and protective cover, installation of leachate collection system, installation of leachate handling and storm water management items, and access road. 122,400 CY of excavation	$ 1,897,455.18	Jun-25	
1 North 2nd Street				
Hartsville SC 29550				
Engineer - Daniel Cheek PE, (478) 743-7175				
OAK GROVE LANDFILL	Oak Grove Landfill - Phase 13 - Cell and MSE Berm Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, installation of leachate handling and storm water management items, access road, MSE berm and seeding. 73,200 CY of excavation plus fill and imported materials	$ 8,825,920.86 Dated 2/26/25	3%	Mar-26
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Luke Cunningham, P.E. (423) 269-0871				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2024 PROJECTS			
TALL PINES DISPOSAL FACILITY	Cell 34 Construction - All necessary materials, labor, full-time supervision, equipment, surveying services to perform excavation and structural fill, clay liner construction, protective cover placement and ditch construction. 54,925 CY of excavation	$ 1,358,850.00	May-25	
GFL Environmental				
2050 W. Sam Houston Parkway S				
Houston, TX 77042				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
GA POWER, PLANT WANSLEY	GA Power, Plant Wansley - Culvert Install and Stream Restoration - Includes excavation of 219,879 CY of earthen material to be hauled and placed on-site.	$ 2,054,903.80 Dated 11/1/24	81%	Aug-25
Subcontractor to C.S. Britton, Inc.				
2692 N Hwy 27				
Carrollton, GA 30117				
Grand Parkway HG2 on behalf of Fort Bend County MUD No. 134F	Construction of Harvest Green Drainage, Detention and Mass Grading Phase VII to serve Fort Bend County MUD No. 134F - Includes clearing and grubbing; the excavation of 448,537 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap and seeding.	$ 3,971,127.99 Dated 10/17/24	73%	Jul-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Travis Veillon, PE, (337) 515-4574				
FORT BEND LANDFILL	Cell 15 Construction - Including clearing & grubbing; excavation and structural fill; installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate collection system; installation of cell access road and tipping pad, and other services. 40,600 CY of excavation	$ 2,262,930.60	Jan-25	
GFL Environmental				
2050 W. Sam Houston Parkway S				
Houston, TX 77042				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
EAGLE POINTE GOLF COURSE	Eagle Pointe Golf Course Phase 1B - Including clearing and 61,822 CY of excavation	$ 323,076.00	Sep-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company				
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
GFL Environmental	Construction of Red Gully Channel Realignment - Includes clearing and grubbing; the excavation of approximately 1,027,334 CY of earthen material to be hauled, placed and compacted on-site; installation of drainage pipe, rip-rap, interceptor structures, slope paving, swales and hydro-mulch seeding.	$ 5,067,621.36 Dated 8/26/24	90%	Aug-25
C/O Quiddity Engineering LLC				
1575 Sawdust Road, Suite 400				
The Woodlands, Texas 77380				
Engineer - David Cornyn, PE, (512) 685-5116				
TOWER LANDFILL	Phase 2, Cell 2B, Unit 5 Cell Construction including clearing and stripping; excavation; subgrade preparation; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; installation of geomembrane and ballast system; installation of access road, culverts, stormwater channel and riprap ditch; and other services as described in the Scope of Work. 470,000 CY of excavation	$ 4,409,060.50	Dec-24	
Republic Services, Inc.				
Allied Waste Systems of Colorado, LLC				
8480 Tower Road				
Commerce City, CO 80022				
Environmental Manager - Vittoria Zucchelli (303) 356-5076				
UPSTATE REGIONAL MSW LANDFILL	Cell No. 12 Construction including stripping; excavation and rock blasting; subgrade preparation; installation of 2-foot-thick compacted clay liner; installation of leachate collection and forcemain systems; installation of 2-foot-thick protective cover; installation of access road, turn-around pad, stormwater ditches, pipe, inlet, junction box, riprap and concrete apron; and other services as described in the Scope of Work. 203,000 CY of excavation	$ 3,583,336.32	May-25	
Republic Services, Inc.				
Republic Services of Kentucky, LLC				
868 Wildcat Road				
Enoree, SC 29335				
Environmental Manager - Mike Loyd (864) 608-4912				
TRAVIS CLUB GOLF COURSE	Clearing and Excavation at Travis Club Golf Course 398,739 CY of excavation	$ 4,696,060.53	Nov-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company				
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
Harris County Municipal Utility District No. 535	Construction of Rosewood West Phase I Offsite Clearing & Grubbing, Detention, and Mass Grading to serve Harris County Municipal Utility District No. 53 - Includes clearing and grubbing; the excavation of approximately 630,500 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of storm sewer system, slope paving, swales and riprap.	$ 5,169,507.34 Dated 5/23/24	99%	Jul-25
C/O Quiddity Engineering LLC				
1575 Sawdust Road, Suite 400				
The Woodlands, Texas 77380				
Engineer - Randal Meyer, PE, (346) 231-0809				
SEABREEZE ENVIRONMENTAL LANDFILL	2024 Cell 13A/14A Construction including mucking, excavation, structural fill, and subgrade preparation; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; and other services as described in the Scope of Work. 26,000 CY of excavation	$ 1,814,770.80	Oct-24	
Waste Connections				
Seabreeze Recovery, Inc.				
10310 FM 523				
Angleton, TX 77541				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
BLUE RIDGE LANDFILL	Class 1 Sector 24F Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; and other services as described in the Scope of Work. 11,600 CY of excavation	$ 269,058.00	Apr-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	Class 1 Sector 24G Excavation - 210,432 CY of excavation	$ 736,895.77	Aug-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	MSW Sector 13B-14B Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 330,400 CY of excavation	$ 2,603,884.47	Oct-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
GALVESTON COUNTY LANDFILL	Cell 5D2 & 5E Excavation - Includes 142,316 CY of cell excavation and 22 AC of clearing of future borrow pit	$ 466,616.04	Mar-24	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 3A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 32,600 CY of excavation; 44,500 C Y of berm fill	$ 1,137,796.50	Jun-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 8A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 40,100 CY of excavation; 33,500 C Y of berm fill	$ 1,185,230.10	Apr-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cell 14A Construction - Including excavation, structural fill, and prepared subgrade; installation of clay plug, protective cover, leachate collection system; leachate forcemain components; stormwater management (e.g., pond and pond liner, berms, rip rap, culverts, ECB, TRM, etc.); access road and turnaround pad. 128,870 CY of excavation	$ 1,605,376.50	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cells 13 East and 13 West Final Cover Construction - Including earthwork (excavation and general fill); waste relocation; installation of intermediate cover, protective cover, erosion layer, leachate collection/toe drain system, stormwater management (e.g., berms, downchute, toe-drain, rip rap, etc.); and modify the existing GCCS features to match the final cover elevations. 32,592 CY of excavation	$ 1,543,145.76	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
D. R. Horton - Texas, Ltd. on behalf of Brazoria County MUD No. 87	Construction of the Detention and Grading Phase 3 to Serve Brazoria County MUD No. 87 - Includes clearing and grubbing; the excavation of approximately 1,102,065 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap.	$ 7,980,952.65 Dated 2/12/24	99%	Jul-25
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Kathleen Kinchen, PE, (713) 358-8816				
GCP Loan Subsidiary 1, L.P.	Construction of the Mass Grading to Serve TCE-01 20.2 Acres - Includes the purchase, haul placement and compaction of 154,000 CY of earthen material.	$ 4,591,231.68	Oct-24	
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Hayden Rice, PE, (979) 645-1008				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2023 PROJECTS			
TALL PINES DISPOSAL FACILITY	Construction of Ponds and Channels - Including clearing and grubbing, excavation and fill,	$ 303,017.96	Jan-24	
GFL Environmental	ditch clean-up existing, installation of 36-inch CMP and rip rap culvert crossing, installation			
2050 W. Sam Houston Parkway S	of temporary downchute.			
Houston, TX 77042	28,000 CY of excavation			
Attn: Jennifer Glowacki (346) 482+8607				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
CHILDRESS HALL GOLF COURSE	Childress Hall Irrigation Ponds for Childress Hall Golf Course	$ 1,980,595.02	Mar-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company	349,687 CY of excavation			
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 3 Construction - Perform excavation, structural fill placement, clay liner	$ 1,252,830.70	Apr-24	
Waste Management of Texas	construction, geosynthetic coordination, underdrain and leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, enhanced cell drainage construction,			
Katy, TX 77494	stormwater & groundwater control, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	195,000 CY of excavation			
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
BAYTOWN LANDFILL	Sector 7, Cell 3 & 4 Construction - Perform site preparation, excavation, structural fill	$ 1,201,536.90	Mar-24	
Waste Management of Texas	placement, clay liner construction, geosynthetic coordination, underdrain and leachate			
24275 Katy Freeway, Suite 450	collection system installation, protective cover layer placement, stormwater control,			
Katy, TX 77494	groundwater control, sedimentation control activities, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	206,200 CY of excavation			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
COASTAL PLAINS LANDFILL	Cell T-28 South Construction - Perform excavation, structural fill placement, underdrain	$ 621,430.10	Nov-23	
Waste Management of Texas	trench and geocomposite installation, clay liner construction, leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, surface water channel and perimeter road,			
Katy, TX 77494	and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	66,611 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
FAIRBANKS LANDFILL	Cell Q, Phase 1 and 2 Construction - Perform excavation, structural fill placement,	$ 2,093,630.64	Jan-24	
Waste Management of Texas	underdrain trench, sump and geocomposite installation, clay liner construction, protective			
24275 Katy Freeway, Suite 450	cover layer placement, surface water channel and perimeter road, and all other related			
Katy, TX 77494	work.			
Attn: Mr. Chuck Rivette (713) 647-5542	497,383 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 8 Construction - Perform excavation, structural fill placement, underdrain trench and	$ 718,308.58	Aug-23	
Waste Management of Texas	temporary sump installation, clay liner construction, protective cover layer placement, and			
24275 Katy Freeway, Suite 450	all other related work.			
Katy, TX 77494	164,340 CY of excavation			
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
SAND VALLEY LANDFILL	Partial Closure including intermediate cover, near-surface gas collection, toe drain,	$ 2,337,948.18	Mar-24	
Republic Services, Inc.	compacted soil cover, geosynthetics, protective soil cover, topsoil saver and stormwater			
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	control items.			
3345 County Road 209	53,010 CY of earthwork			
Collinsville, AL 35961				
Environmental Manager - Holly Van Kirk (615) 956-9277				
SEABREEZE ENVIRONMENTAL LANDFILL	Cell 17 Construction including mucking, excavation, structural fill, and subgrade	$ 2,510,698.32	Mar-24	
Waste Connections	preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay			
Seabreeze Recovery, Inc.	liner; installation of a leachate collection system; installation of 2-foot-thick protective cover;			
10310 FM 523	future and existing tie-ins; installation of access road and truck pad; leachate and			
Angleton, TX 77541	underdrain forcemains; and other services as described in the Scope of Work.			
Southern Region Engineer - Dillon Hoppe (320) 237-8815	345,000 CY of excavation			
SAND VALLEY LANDFILL	Tract 2 B-1 Cell Construction including excavation; subgrade preparation and Geogrid;	$ 5,885,052.87	Nov-24	
Republic Services, Inc.	installation of 1-foot-thick compacted clay liner; installation of a leachate collection system			
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	and forcemain; installation of 1-foot-thick protective cover; installation of access road;			
3345 County Road 209	installation of stormwater berms, RCP, headwalls, riprap ditch and outlets; and other			
Collinsville, AL 35961	services as described in the Scope of Work.			
Environmental Manager - Holly Van Kirk (615) 956-9277	605,972 CY of excavation			
PINE RIDGE LANDFILL	Phase 1 Temporary Cover Construction including site preparation; excavation, grading and	$ 2,314,440.95	Jun-24	
Republic Services of Georgia, LP	placement of intermediate cover and subgrade preparation; installation of liquid collection			
105 Baily Jester Road	system; installation of stormwater management items and vegetation establishment.			
Griffin, GA 30224	16,635 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
BONDAD LANDFILL	Cell 11E North Construction including clearing and grubbing, excavation, structural fill, and	$ 984,585.00	Oct-23	
Republic Services	subgrade preparation; installation of a leachate collection system; installation of stormwater			
1500 County Road 318	channel and other services as described in the Scope of Work.			
Durango, CO 81232	41,300 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
SEABREEZE ENVIRONMENTAL LANDFILL	2023 Initial Cell 13A/14A Construction including mucking, excavation, structural fill, and	$ 1,436,056.62	Nov-23	
Waste Connections	subgrade preparation; installation of an underdrain system; leachate and underdrain			
Seabreeze Recovery, Inc.	forcemains; and other services as described in the Scope of Work.			
10310 FM 523	230,000 CY of excavation			
Angleton, TX 77541				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
DESERT RECLAMATION FACILITY - INITIAL SITE CONSTRUCTION	Desert Reclamation Facility - Initial Site Construction including operational area pad, fluid	$ 3,395,400.93	Nov-23	
Desert Environmental LLC	management ponds, collection/receiving pits, mixing/drying pads, contact water ponds,			
5555 San Felipe, Suite 1200	truck wash, culvert and disposal pit.			
Houston, TX, 77056	398,460 CY of excavation			
Engineer - Geosyntec Consultants, Inc, Davis Lofton, (601) 720-0923				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
BIG INDIAN CREEK MITIGATION SITE	Stream Restoration Project, Big Indian Creek Mitigation Site, Carroll County, GA - Includes excavation of 40,000 CY of earthen material to be hauled and placed on-site.	$ 450,000.00	May-23	
Subcontractor to C.S. Britton, Inc.				
2692 N Hwy 27				
Carrollton, GA 30117				
BLUE RIDGE LANDFILL	Class 1 Sector 23E Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 439,933 CY of excavation	$ 3,143,650.78	Jul-23	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
GOLDEN TRIANGLE LANDFILL	Sector 9 Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system, sumps and risers; installation of a compacted clay liner; installation of a leachate collection system, sumps and risers; installation of protective cover; forcemain installation; road and culvert installation; and other services as described in the Scope of Work. 26,000 CY of excavation; 143,000 C Y of berm fill	$ 2,985,581.29	Oct-23	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Amy Kubinski, (281) 668-9740				
POLK COUNTY LANDFILL DISPOSAL	Phase IV Cells 2S & 1C - Cell Construction including excavation and construction of a liner and leachate collection system; 75,000 CY of excavation, and 7,496 CY of protective cover installation; flexible base for cell access road and truck pad; and culvert installation.	$ 1,043,142.38	Oct-23	
Republic Services, Inc.				
2785 FM 942				
Livingston, Texas 77351				
Environmental Manager - Tyler Tandy, (281) 536-0254				
MCCARTY ROAD LANDFILL	SOS Sector 7 Construction including cover soil/waste excavation, waste fill, general fill, placement of intermediate cover, and subgrade preparation; installation of geosynthetic clay liner, geomembrane, and drainage geocomposite; installation of leachate collection system; installation of protective cover; existing tie-ins; installation of access road and truck pad; and other services as described in the Scope of Work. 181,800 CY of excavation	$ 2,795,010.60	Jun-24	
Republic Services, Inc.				
McCarty Road Landfill TX, LP				
5757 A Oates Rd				
Houston , TX 77078				
Environmental Manager - Nathanial Wells (713) 676-7644				
SAND VALLEY LANDFILL	Tract 2 Cell 1 Mass Excavation including excavation, site preparation, and storm water management items. 457,000 CY of excavation	$ 2,110,367.45	Mar-24	
Republic Services, Inc.				
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America				
3345 County Road 209				
Collinsville, AL 35961				
Environmental Manager - Holly Van Kirk (615) 956-9277				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2022 PROJECTS			
COASTAL PLAINS LANDFILL	Coastal Plains Landfill Class 1 Containment Dikes Construction	$ 144,423.00	Dec-22	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
DELTA LAND SERVICES, LLC	Halls Bayou - Includes installation of 27,500 LF of berms.	$ 316,650.00	Jan-23	
1090 Cinclare Drive				
Port Allen LA 70767				
GALVESTON COUNTY LANDFILL	Galveston County Landfill Phase 3 Road Construction - Includes 35,500 CY of channel excavation and clay fill	$ 361,254.60	Dec-22	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Amy Kubinski, (281) 668-9740				
DELTA LAND SERVICES, LLC	Excavation for South Fork II - Includes excavation of 35,000 CY of earthen material to be hauled and placed on-site.	$ 460,740.00	Oct-22	
1090 Cinclare Drive				
Port Allen LA 70767				
ARNOLD CREEK MITIGATION BANK	Farmersville, TX -- Arnold Creek Mitigation Bank - Includes excavation of 116,800 CY of earthen material to be hauled and placed on-site.	$ 645,060.00	Nov-22	
Subcontractor to C.S. Britton, Inc.				
2692 N Hwy 27				
Carrollton, GA 30117				
GENERATION PARK MANAGEMENT DISTRICT	Construction of GPS Ph 1 Drainage - Includes excavation of 301,900 CY of earthen material to be hauled and placed on-site.	$ 1,684,470.00	May-23	
Subcontractor to SER Construction Partners, LLC				
3636 Pasadena Blvd				
Pasadena, TX 77503				
CHAMBERS COUNTY MUNICIPAL LANDFILL	Landfill Construction for Chambers County Municipal Landfill Type I Area - Cell 1-1AB including excavation and backfill, installation of clay liner and protective cover, and installation of leachate collection system. 63,670 CY of excavation	$ 2,436,108.96	Jun-23	
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Kyle Craig (863) 443-2597				
FORT BEND LANDFILL	Cell 13 Construction - Including clearing & grubbing; excavation and structural fill; installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate collection system and force main; installation of cell access road, tipping pad and berms, and other services. 78,650 CY of excavation	$ 1,935,426.26	Jul-23	
GFL Environmental				
2050 W. Sam Houston Parkway S				
Houston, TX 77042				
Attn: Jennifer Glowacki (346) 482+8607				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
RICHLAND CREEK LANDFILL	Richland Creek Road Landfill - Stage 7C - Cell Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, storm water management items, and seeding. 69,800 CY of excavation	$ 3,812,403.13	Sep-23	
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Kyle Craig (863) 443-2597				
DIAMOND BEACH HOLDINGS, LLC	Whitecap Preserve Canal Excavation Improvements - Includes the excavation of 1,417,218 CY of earthen material to be hauled and placed on-site, clearing and grubbing and vegetation stabilization.	$ 6,775,355.92	Nov-23	
c/o LJA Engineering, Inc.				
5350 S. Staples Street, Suite 425				
Corpus Christi, TX 78411				
Engineer - Jeff Coym, P.E., M.ASCE, (361) 991-8550				
OAK GROVE LANDFILL	Oak Grove Landfill - Phase 12 - Cell Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, storm water management items, access road and seeding. 47,350 CY of excavation	$ 3,069,625.50	Dec-22	
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Kyle Craig (863) 443-2597				
MCCARTY ROAD LANDFILL	McCarty Road Landfill - Drainage Improvements Construction and Petrolite Waste Removal	$ 475,783.50	Jul-22	
Republic Services, Inc.				
McCarty Road Landfill TX, LP				
5757 A Oates Rd				
Houston , TX 77078				
Environmental Manager - Nathanial Wells (713) 676-7644				
CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1	Excavation to Serve South 40 Lake Phase 1 for Conroe Municipal Management District No. 1, City of Conroe, Montgomery County, Texas - Includes the excavation of 1,002,100 CY of earthen material to be hauled, placed and compacted on-site.	$ 7,371,070.47	Jul-23	
C/O LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Edmund D. Rucker, P.E., (713) 953-5200				
COLONIAL LANDFILL	Colonial Landfill - Cell IIA-2 Construction including excavation, management of stormwater/diversions/controls, installation of an entire geocomposite underdrain layer AND trenches, reconstruction of the eastern side slope, installation of clay liner and protective cover and installation of leachate collection system. 109,629 CY of excavation	$ 4,581,700.37	Jun-23	
Republic Services, Inc.				
BFI Waste Systems of Louisiana, LLC				
5328 Hwy 70				
Sorrento, LA 70778				
Environmental Manager - Luke Cunningham, P.E. (423) 269-0871				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
PRAIRIE LEGACY PARTNERS, INC.	Construction of Mass Grading and Detention Improvements for Lakeview - Includes the excavation of 1,000,290 CY of earthen material to be hauled, placed and compacted on-site and the installation storm sewer items.	$ 5,006,717.07	Jul-23	
c/o Costello, Inc.				
2107 CityWest Blvd., 3rd Floor				
Houston, TX 77042				
Engineer - Ron Dechert, P.E. (713) 783-7788				
LAKE CHARLES FACILITY	Cell 8, Module 8 and C&D Debris Landfill Cover Construction - Includes excavation, fill placement, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement for Cell project. Includes subgrade preparation, installation of clay cover and topsoil, and seeding for Cover project. 43,000 CY of excavation	$ 1,919,865.60	Nov-22	
Chemical Waste Management, Inc.				
7170 John Brannon Road				
Sulphur, LA 70665				
Attn: Mark Fritchie, P.E., (337) 583-3798				
BONDAD LANDFILL	Excavate Cell 11E South area to suitable subgrade, including temporary diversion berm. Place and compact structural fill to bring the cell and perimeter berms to the required subgrade elevations. Install two feet of protective cover material. Install leachate collection system and grade stormwater channels. 134,594 CY of excavation	$ 1,637,570.47	Sep-22	
GFL Environmental				
1330 Post Oak Blvd, 7th Floor				
Houston, TX, 77056				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
ISLANDS OF ROCKPORT		$ 916,056.00	Jul-22	
Subcontractor to Shirley & Sons Construction Company, Inc.	Excavation of 266,246 CY of earthen material to be hauled and placed on-site.			
PO Box 429				
Cleveland, TX 77328				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 2 Construction - Perform excavation, common backfill placement, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement, dewatering system installation, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 72,000 CY of excavation	$ 1,063,059.60	Sep-22	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
Lennar Homes of Texas Land and Construction, Ltd on behalf of Harris County Municipal Utility District No. 213-A	Construction of Sterling Point Detention and Mass Grading - Includes site preparation, the excavation of 314,990 CY of earthen material to be hauled, placed and compacted on-site, and seeding.	$ 1,520,449.00	Jul-22	
c/o Jones Carter				
1575 Sawdust Road, Suite 400				
The Woodlands, TX 77380				
Engineer - Hayden Dixon, P.E., (832) 913-4055				
GRAND CENTRAL SECTION 27		$ 466,458.00	Apr-22	
Subcontractor to Crostex Construction, Inc.	Excavation of 100,000 CY of earthen material to be hauled and placed on-site.			
503 Gum Gully Road				
Crosby, TX 77532				
SECURITY RECYCLING AND DISPOSAL FACILITY	Phase V, Cell 1-4 North Construction – Site preparation, excavation, tie-in to existing construction, geosynthetic coordination, underdrain and leachate collection system installation, protective cover layer placement, forcemain installation, stormwater control, groundwater control, sedimentation control activities, and all other related work. 110,200 CY of excavation	$ 659,513.25	Jun-22	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
GOLDEN TRIANGLE LANDFILL	Cell 1A-2A Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of an underdrain and leachate collection system; installation of protective cover; forcemain installation; and other services as described in the Scope of Work. 108,000 CY of excavation; 104,500 C Y of berm fill	$ 3,333,333.00	Feb-23	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Amy Kubinski, (281) 668-9740				
SEABREEZE ENVIRONMENTAL LANDFILL	Cell 15 Construction including mucking, excavation, structural fill, and subgrade preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; installation of access road and truck pad; leachate and underdrain forcemains; and other services as described in the Scope of Work. 310,500 CY of excavation; 169,500 CY of mucking	$ 3,338,978.82	Jun-22	
Waste Connections				
Seabreeze Recovery, Inc.				
10310 FM 523				
Angleton, TX 77541				
Southern Region Engineer - Daniel M. Liwicki (832) 442-2107 Ext 12107				
POLK COUNTY LANDFILL DISPOSAL	Cells III-3S, IV-2N and IV-1N Construction including excavation and construction of a liner and leachate collection system; 176,600 CY of excavation, and 24,844 CY of protective cover installation; flexible base for cell access and perimeter roads; leachate collection line, sump, and riser pipes; and silt fence installation.	$ 1,221,424.42	Sep-22	
Republic Services, Inc.				
2785 FM 942				
Livingston, Texas 77351				
Environmental Manager - Amy Kubinski, (281) 668-9740				
GULF WEST LANDFILL	Landfill II, Final Cover Construction - Including grading existing intermediate cover to subgrade elevations and prepare and maintain the top of subgrade layer for geosynthetic installation; place 12" topsoil layer over geosynthetics; construct the temporary liner termination berms and stormwater berms; prepare tie-in areas to the existing floor liner along the perimeter berm; installation of downchutes, vegetation, and erosion controls; and other services as described and requested.	$ 931,115.66	May-23	
Republic Services, Inc.				
Gulfwest Landfill TX, LP				
2601 Jenkins Rd				
Anahuac, TX 77514				
Environmental Manager - Amy Kubinski, (281) 668-9740				
BLUE RIDGE LANDFILL	Class 1 Sector 24E Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; and other services as described in the Scope of Work. 246,000 CY of excavation	$ 1,489,981.50	Jan-23	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	MSW Sector 13A/14A Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 2-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 715,000 CY of excavation	$ 4,655,164.50	Mar-23	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2021 PROJECTS			
TALL PINES DISPOSAL FACILITY	Stormwater Drainage Facility Construction - Including excavation, ditch clean-up existing,	$ 2,005,132.10	May-22	
Waste Corporation of Texas, LP	installation of 36-inch culvert crossing, installation of stormwater containment and add-on			
14115 Davis Estate Rd.	berms, cleanup of final cover area, installation of 6-inch foundation layer, 18-inch infiltration			
Needville, TX 77461	layer and 12-inch erosion layer, and installation of downchute.			
Attn: Jennifer Glowacki (281) 728-3945	25,220 CY of excavation			
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
GREENBELT LANDFILL	Cell 22S-23S-24 Upper Sidewall Construction - Including excavation, subgrade prep,	$ 517,100.10	May-22	
Waste Corporation of Texas, LP	installation of underdrain geocomposite, re-compacted clay liner and protective cover,			
14115 Davis Estate Rd.	construction of south and east perimeter ditch, and installation of culvert and rip-rap.			
Needville, TX 77461	4,360 CY of excavation			
Attn: Jennifer Glowacki (281) 728-3945				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
LGI Homes – Texas, LLC on behalf of Montgomery County MUD No. 196	Construction of Sweetwater Ridge Phase 1 Detention and Mass Grading - Includes the	$ 2,425,978.41	May-22	
C/O Jones Carter	excavation of 573,300 CY of earthen material to be hauled, placed and compacted on-			
1575 Sawdust Road, Suite 400	site; installation of RCP, rip-rap and concrete slope paving; site preparation and seeding.			
The Woodlands, TX 77380				
Engineer - Antonio Testolin, PE, (989) 670-3409				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 1 Construction - Perform excavation, common backfill placement, clay liner	$ 1,523,978.35	Jan-22	
Waste Management of Texas	construction, geosynthetic coordination, leachate collection system installation, protective			
24275 Katy Freeway, Suite 450	cover layer placement, dewatering system installation, enhanced cell drainage			
Katy, TX 77494	construction, site development, stormwater & groundwater control, and all other related			
Attn: Mr. Chuck Rivette (713) 647-5542	work.			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868	97,500 CY of excavation			
GREENSHADOW LANDFILL	Cell 7 Construction - Perform excavation, clay liner construction, sideslope underdrain	$ 447,224.25	Jan-22	
Waste Management of Texas	installation, protective cover layer placement, and all other related work.			
24275 Katy Freeway, Suite 450	89,000 CY of excavation			
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
WEST KENTUCKY LANDFILL	Unit 6, Phase 2 – Cell 3 Construction - Including excavation, structural fill, and subgrade	$ 1,723,630.54	Feb-22	
Waste Corporation of Tennessee, LP	preparation; installation of compacted clay liner and drainage layer; liner tie-in and anchor			
3426 Highway 45 South	trench; leachate collection system; interim berm and rain flap, and all other related work.			
Mayfield, KY 42066	150,000 CY of excavation			
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - Golder Associates, Inc, Mr. Gary Daniels, PE (906) 280-3403				
TPHTL Rogers, LLC on behalf of Proposed Fort Bend County Municipal Utility District No. 175	Construction of the Drainage Improvements to Serve Pecan Ridge - Includes clearing and grubbing; the excavation of approximately 528,000 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner; installation of backslope interceptor structures, storm sewer pipe, slope paving, swales and riprap.	$ 3,659,726.43	Nov-22	
C/O LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Engineer - Andrew Casey, PE, (713) 953-5200				
GENERATION PARK MANAGEMENT DISTRICT	Construction of Detention Pond 3 - Includes stripping and the excavation of 351,300 CY of	$ 1,334,410.00	Mar-22	
Subcontractor to SER Construction Partners, LLC	earthen material to be hauled and placed on-site.			
3636 Pasadena Blvd				
Pasadena, TX 77503				
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 73	Construction of Detention and Grading to serve Samara Phase 1 - Includes the excavation	$ 5,636,212.35	Apr-23	
C/O LJA Engineering, Inc.	of 749,000 CY of earthen material to be hauled, placed and compacted on-site;			
1904 W Grand Parkway North, Suite 120	installation of RCP storm sewer, manholes and RCB box culverts; installation of flap gates,			
Katy, Texas 77449	weir and outfall structures, slope paving, junction box, swales, seeding and riprap.			
Engineer - James Pottharst, PE, (713) 953-5200				
Sienna Parks & Levee Improvement District of Fort Bend County Texas	Construction of the Regional Storage Pond Phase 2 - Includes clearing and grubbing; the	$ 4,457,916.78	Jun-22	
C/O LJA Engineering, Inc.	excavation of 340,000 CY of earthen material to be hauled, placed and compacted on-			
1904 W Grand Parkway North, Suite 120	site; installation of backslope interceptor structures, drainage swale and all other related			
Katy, Texas 77449	work.			
Engineer - James Pottharst, PE, (713) 953-5200				
FORT BEND LANDFILL	Cell 14 Construction - Including clearing & grubbing; excavation and structural fill;	$ 1,565,886.30	Jan-22	
Waste Corporation of Texas, LP	installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate			
14115 Davis Estate Rd.	collection system; installation of cell access road, tipping pad and berms, and other			
Needville, TX 77461	services.			
Attn: Jennifer Glowacki (281) 728-3945	30,450 CY of excavation			
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
ARTAVIA DEVELOPMENT COMPANY	Construction of the Interim Detention Expansion and Wetland Mitigation to serve ARTAVIA	$ 1,429,195.75	Mar-22	
C/O LJA Engineering, Inc.	Development Company - Includes the excavation of approximately 56,000 CY of earthen			
3600 W Sam Houston Parkway S, Suite 600	material to be hauled, placed and compacted on-site.			
Houston, Texas 77042				
Engineer - Chris LeBlanc, PE, (713) 953-5200				
South Road Apartments, Baytown, TX	Earthwork for Apartment and Pond Site Including - Tree demo and haul off, 6" topsoil strip	$ 506,343.00	Jul-21	
Subcontractor to Construction Site Specialties LLC	and stockpile, import select fill for pads (lose), excavate off site pond for fill needed for			
1807 W. Gloria Switch Rd.	paving areas, excavate pond and spread material on Comm Site, site cuts and respread			
Carencro, LA 70520	topsoil stripping's in green areas, grading and finishing.			
Attn: Brett Deshotels, Chief Operations Officer, (337) 254-1658	57,000 CY of excavation			
NEWTON COUNTY LANDFILL	Site Development, Cells I15 and I16E Construction - Perform excavation, common backfill	$ 1,181,020.62	Dec-21	
Waste Management of Texas	placement, overburden removal, clay liner construction, geosynthetic coordination,			
24275 Katy Freeway, Suite 450	leachate collection system installation, protective cover layer placement, dewatering system			
Katy, TX 77494	installation, enhanced cell drainage construction, stormwater & groundwater control, and			
Attn: Mr. Chuck Rivette (713) 647-5542	all other related work.			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868	107,660 CY of excavation			
BONDAD LANDFILL	Excavate Cell 11W North area to suitable subgrade, including temporary diversion berm.	$ 912,697.50	Jul-21	
Transit Waste, LLC, GFL Environmental	Install soil fill berm to subgrade elevations as shown on the drawings. Install leachate			
1330 Post Oak Blvd, 7th Floor	collection system and leachate collection pipe. Grade stormwater channels. Provide other			
Houston, TX, 77056	services as described and requested.			
Attn: Mr. Marcos Elizondo - (281) 808-5262	71,820 CY of excavation			
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
Phase II Detention Improvements & Mass Grading for Sunset Grove Sections 3, 4, 5, & 6 & Partial Ambrose Section 1 and Ditch 9G Improvements	Phase II Detention Improvements & Mass Grading for Sunset Grove Sections 3, 4, 5, & 6 & Partial Ambrose Section 1 and Ditch 9G Improvements for Galveston County MUD No. 68, in Galveston County, Texas - Includes the excavation of 319,579 CY of earthen material to be hauled and placed on-site; installation of concrete slope paving, Rip Rap, 11' Sand Belt, and seeding.	$ 1,440,660.34	Jun-22	
Galveston County MUD No. 68 c/o Allen Boone Humphries Robinson LLP				
c/o Costello, Inc.				
2107 CityWest Blvd., 3rd Floor				
Houston, TX 77042				
Attn: David A. Corbin, P.E., (713) 783-7788				
RBP Sports LLC	RBP Sports Baseball Complex - Construction of 94 AC Lot Development at Daily Rd, Rosenberg, TX 77471 120,000 CY of excavation	$ 485,220.00	Aug-21	
17424 W Grand Parkway S., Suite 235				
Sugar Land, TX 77479				
Attn: Jason Ford, President, (281) 731-8289				
Atlas 14 Brazos River Outfall Channel for Sienna Plantation LID	Construction of the Atlas 14 Brazos River Outfall Channel for the Sienna Plantation Levee Improvement District of Fort Bend County, Texas - Includes 305,000 CY of excavation, hauling, placement and compaction of earthen material	$ 1,543,940.63	Apr-23	
Sienna Plantation Levee Improvement District				
Subcontractor to Jerdon Enterprise, L.P.				
13403 Redfish Lane				
Stafford, TX 77477				
Attn: John Sanchez, Project Manager, (281) 261-5000 ext 2007				
SOUTH POND DRAINAGE, DETENTION, AND APPURTENANCES TO SERVE AVALON AT FRIENDSWOOD	Construction of the South Pond Drainage, Detention and Appurtenances to serve Avalon at Friendswood - Includes the excavation of 76,400 CY of earthen material to be hauled, placed and compacted on-site; installation of concrete box culverts, junction boxes, slope paving, outfall structure and seeding.	$ 1,331,344.77	Oct-21	
Taylor Morrison of Texas				
c/o LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Attn: Robert Booth, PE., (713) 953-5200				
HCFCD 20-0208 Wetland Construction at Katy Hockley Mitigation Bank	Wetland Construction at Katy Hockley Mitigation Bank - Includes the excavation and stockpiling of 100,000 CY of earthen material.	$ 613,427.91	Apr-21	
Harris Count Flood Control District				
Subcontractor to Lecon, Inc.				
4302 Creekmont Dr				
Houston, TX 77091				
Attn: Ryan Lloyd, (713) 681-4366				
CITY OF VICTORIA LANDFILL	Trench 6W2 construction including excavation, general fill, and subgrade preparation; installation of 2-foot-thick compacted clay liner; installation of a 60-mil HOPE liner and drainage geocomposite; installation of leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of access road and truck pad; construction of a stormwater channel; and other services as described in Scope of Work. 19,000 CY of excavation	$ 522,900.57	May-21	
Republic Services, Inc.				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Tim Telepak , (713) 676-7669				
GOLDEN TRIANGLE LANDFILL	Sector 10B Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; forcemain installation; and other services as described in the Scope of Work. 45,000 CY of excavation	$ 1,199,256.02	Jun-21	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Amy Kubinski, (281) 668-9740				
RALSTON ROAD LANDFILL	Phase VI - Cell 1, Entrance Facilities and Final Cover Construction - Including clearing & grubbing; excavation, and structural fill; installation of compacted clay liner and protective cover; liner tie-in; underdrain system; leachate collection system; installation of culverts and downchutes; perimeter channels; seeding and other services. 199,480 CY of excavation	$ 1,621,235.40	Jun-21	
Waste Corporation of Texas, LP				
1330 Post Oak Blvd, 7th Floor				
Houston, TX, 77056				
Attn: Jennifer Glowacki (281) 728-3945				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
BLUE RIDGE LANDFILL	Class 1 Sector 23D Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 2-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 10,650 CY of excavation	$ 236,469.80	Sep-21	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
BLUE RIDGE LANDFILL	MSW Sector 12 Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 2-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 620,500 CY of excavation	$ 3,560,224.66	Oct-21	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2020 PROJECTS			
BAYTOWN LANDFILL		$ 708,750.00	Jan-21	
Waste Management of Texas	Phase 5, Cell 8 Construction - Perform site preparation, excavation, common backfill placement, tie-in to existing construction, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement, stormwater control, groundwater control, sedimentation control activities, and all other related work. 65,000 CY of excavation			
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
WOOLWORTH ROAD LANDFILL	Woolworth Road Landfill - Run-on Ditch and Contact Water Pond Construction 2020 including clearing, grubbing, topsoil stripping/stockpiling; excavation and placement of structural fill; installation of 12" thick clay liner; installation of anchor trenches; placement of topsoil, seed, and erosion control matting; installation of stormwater control structures, including concrete box culverts, corrugated plastic pipe and corrugated metal pipe; relocation of existing HDPE forcemain pipe; installation of all-weather access roads and asphalt paved roads. 890,000 CY of excavation	$ 1,911,850.23	Oct-21	
Republic Services, Inc.				
BFI Waste Systems of Louisiana, LLC				
10580 Woolworth Rd.				
Keithville, LA 7104				
Environmental Manager - Thom Czischke (225) 257-3566				
CONSTRUCTION OF THE SOUTH DRAINAGE CHANNELS - PHASE 3 TO SERVE 2,200 ACRE MONTGOMERY COUNTY TRACT	Construction of the South Drainage Channels - Phase 3 to Serve 2,200 Acre Montgomery County Tract. Includes the excavation of 55,300 CY of earthen material to be hauled, placed and compacted on-site.	$ 165,900.00	Aug-20	
MONTGOMERY COUNTY MUD NO. 157 (MASTER DISTRICT))				
Subcontractor to SER Construction Partners, LLC				
3636 Pasadena Blvd				
Pasadena, TX 77503				
OLYMPIA FALLS PHASE I DETENTION POND	Construction of the Olympia Falls Phase I Detention Pond 401,178 CY of excavation	$ 1,341,806.52	Apr-21	
c/o LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Attn: Jason Kelly, PE., (713) 953-5200				
WCA OF ALABAMA INDUSTRIAL (FINES) LANDFILL - CELL 7A CONSTRUCTION	Cell 12 Construction - Including excavation; installation of 2-foot compacted clay liner; liner termination berms; installation of leachate collection system and concrete sump/cleanout riser retaining wall; installation of access ramp and turnaround soil pad and drainage ditch 63,089 CY of excavation	$ 826,911.75	Aug-20	
WCA of Alabama, LLC				
13737 Plant Road				
Childersburg, AL 35044				
Attn: Mr. Eduardo Choquis - (941) 500-5143				
Engineer - SCS Engineers, Mr. Brett DeVries, Ph.D., P.E. (817) 358-6110				
LAKE CHARLES FACILITY	Cell 8, Module 7 Construction 110,460 CY of excavation	$ 1,393,443.28	Jul-20	
Chemical Waste Management, Inc.				
7170 John Brannon Road				
Sulphur, LA 70665				
Attn: Amanda Olson, P.E., Market Area Engineer, (225) 667-6138				
LA GLORIA RANCH LANDFILL	La Gloria Ranch Landfill Cell 3B Construction – Project consists of excavation and construction of a liner and leachate collection system at the La Gloria Ranch Landfill. There will be 400,000 cubic yards of excavation, 27,800 cubic yards of 36" compacted clay liner installation and 17,900 cubic yards of protective cover installation. Geosynthetic materials will be installed under a separate contract. Other portions of this project include an underdrain system, flexible base for cell access roads, leachate collection line, and silt fence installation.	$ 1,584,099.45	Jun-20	
Republic Services, Inc.				
Desarrollo del Rancho La Gloria, LP				
23484 North Moorefield Road				
Edinburg, Texas 78574				
Environmental Manager - Robert Derdeyn, (210) 661-4104				
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7	Construction of the Fort Bend County Levee Improvements District No. 7 External Channel Implementation Recovery Measures (EWP Project #5103 72,395 CY of excavation	$ 4,599,872.33	Jul-20	
c/o LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Attn: Bill Ehler, PE., (713) 953-5200				
BLUE RIDGE LANDFILL	Final Cap Phase 3 East Construction including locating the existing liner tie-in; grading and placement of intermediate cover and surface preparation; installation of 18-inch soil infiltration layer; installation of 40-mil LLDPE geomembrane; installation of drainage geocomposite; installation of a 18-inch erosion layer; installation of a 6-inch topsoil layer; future final cover tie-ins; installation of a Flexamat-lined stormwater chutes; installation of concrete grouted riprap energy dissipaters; construction of drainage swales; installation of turf reinforcement matting and coconut fiber matting; and vegetation establishment.	$ 1,152,771.00	Dec-20	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
BLUE RIDGE LANDFILL	MSW Sector 11, Class 1 Sector 26D and 23C Cell Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system including geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick compacted clay liner; leachate collection system including 60-mil HDPE geomembrane liner, geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick protective cover; future and existing tie-ins; stormwater sump and channels; installation of roads; leachate and underdrain forcemains. 890,000 CY of excavation	$ 6,363,482.37	Dec-20	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
FORT BEND LANDFILL	Cell 12 Construction - Including clearing & grubbing; excavation, and structural fill; installation of compacted clay liner and protective cover; liner tie-in; underdrain system; leachate collection system; installation of soil ballest, drainage ditches and berms; and other services. 89,210 CY of excavation	$ 1,564,399.05	Apr-20	
Waste Corporation of Texas, LP				
14115 Davis Estate Rd.				
Needville, TX 77461				
Attn: Mr. Jeffrey Harris (281) 728-3945				
Engineer - SCS Engineers, Mr. Ryan Derong (281) 397-6747				
GREENBELT LANDFILL	Cell 22S and 23S Construction - Including clearing & grubbing; excavation, structural fill, and subgrade preparation; installation of compacted clay liner and protective cover; liner tie-in and anchor trench; leachate collection system; installation of haul road, access road and tipping pad; and other services.	$ 1,171,569.25	Jul-20	
Waste Corporation of Texas, LP				
14115 Davis Estate Rd.				
Needville, TX 77461				
Engineer - SCS Engineers, Mr. Ryan Derong (281) 397-6747				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2019 PROJECTS			
PONDEROSA REGIONAL LANDFILL	Cell 10 and 12 West Construction - Including excavation of disposal cells; existing tie-in preparation; construction of 3-feet compacted clay liner; installation of 60 mil HDPE geomembrane and leachate collection system; construction of 2-feet of protective cover; and construction of temporary perimeter ditch and berm. 97,675 CY of excavation	$ 1,250,696.22	Feb-20	
Regional Landfill Management Services, LTD.				
P.O. Box 333				
Laredo, TX 78042				
Attn: Mr. Jeffrey Harris (281) 728-3945				
Engineer - SCS Engineers, Mr. J. Roy Murray, P.E. (817) 358-6156				
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 11	Construction of the Levee Raising to FEMA +6' for Fort Bend County Levee Improvement District No. 11, Fort Bend County, Texas 36,350 CY of excavation	$ 1,382,344.38	Sep-20	
c/o LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Attn: Michael Rusk, P.E., (713) 953-5200				
GULF WEST LANDFILL	Cell 11 and 13 Construction - Including excavation of cell floor and side slope areas; construction of perimeter berm, temporary intercell and stormwater berms; removal of in place north and east temporary intercell berms; tie-in area preparation; installation of 3-foot thick re-compacted clay liner; installation of leachate collection system; and installation of 1-foot of protective cover over the geosynthetic liner. 66,330 CY of excavation	$ 2,572,435.22	Jan-21	
Republic Services, Inc.				
Gulfwest Landfill TX, LP				
2601 Jenkins Rd				
Anahuac, TX 77514				
Environmental Manager - Christi Markuten, (713) 676-7644				
GRIMES COUNTY HIGHWAY 30 FACILITY	Grimes County Highway 30 Facility – Construction of 6.8-acre disposal pit, SWD pad, TRD pad, water ponds, and other services. 370,000 CY of excavation	$ 2,469,727.80	Apr-20	
Republic EES, LLC				
3779 State Highway 30				
Anderson, TX 77830				
Sr. Manager Projects - Tim Robinson, (832) 399-4515				
WEST KENTUCKY LANDFILL	Unit 6, Phase 2 – Cell 1 Construction - Including clearing & grubbing; excavation, structural fill, and subgrade preparation; installation of compacted clay liner and protective cover; liner tie-in and anchor trench; leachate collection system; installation of haul road, access road and tipping pad; and other services. 68,415 CY of excavation	$ 2,030,340.00	Oct-19	
Waste Corporation of Tennessee, LP				
3426 Highway 45 South				
Mayfield, KY 42066				
Attn: Mr. Ethan Shackelford, P.E. - Region 1 Engineer (573) 202-1066				
Engineer - Martin & Martin, Inc, Mr. Kevin Bodner (717) 264-6759				
CONSTRUCTION OF THE SOUTH DRAINAGE CHANNELS - PHASE 1 TO SERVE 2,200 ACRE MONTGOMERY COUNTY TRACT (Contract No. 1)	Construction of the South Drainage Channels - Phase 1 to Serve 2,200 Acre Montgomery County Tract (Contract No. 1). Includes the excavation of 422,000 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner; installation of backslope interceptor structures, RC box storm sewer, concrete headwalls, slope paving, and riprap.	$ 6,175,208.41	Jul-20	
MONTGOMERY COUNTY MUD NO. 157 (MASTER DISTRICT))				
C/O LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Engineer - Chris LeBlanc, PE, (713) 953-5200				
CONSTRUCTION OF THE SOUTH DRAINAGE CHANNELS - PHASE 2 TO SERVE 2,200 ACRE MONTGOMERY COUNTY TRACT (Contract No. 2)	Construction of the South Drainage Channels - Phase 2 to Serve 2,200 Acre Montgomery County Tract (Contract No. 2). Includes the excavation of 945,105 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner; installation of backslope interceptor structures, storm sewer pipe and inlets, slope paving, and riprap.	$ 8,883,547.29	Dec-20	
MONTGOMERY COUNTY MUD NO. 157 (MASTER DISTRICT))				
C/O LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Engineer - Chris LeBlanc, PE, (713) 953-5200				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 5, Cell 8 Construction - Perform excavation, common backfill placement, overburden removal, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement, dewatering system installation, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 97,500 CY of excavation	$ 1,026,154.74	Sep-19	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
COASTAL PLAINS LANDFILL	Cell T28M Construction - Perform excavation, common backfill placement, clay liner construction, geosynthetic coordination, dewatering system installation, leachate collection system installation, protective cover layer placement, containment berm construction. stormwater & groundwater control, and all other related work. 75,485 CY of excavation	$ 652,649.70	Oct-19	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
BLUE RIDGE LANDFILL	MSW Sector 10B-8B-7B2 Cell Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system including geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick compacted clay liner; leachate collection system including 60-mil HDPE geomembrane liner, geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick protective cover; future and existing tie-ins; stormwater sump and channels; installation of roads; leachate and underdrain forcemains.	$ 6,122,744.25	Nov-19	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
GALVESTON COUNTY LANDFILL	Sector 3E Cell Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; 2-foot-thick compacted clay liner; installation of a 60-mil HDPE liner and drainage geocomposite; installation of a leachate collection system including a sump, trenches, pipe, aggregate, geotextile wrap; 2-foot-thick protective cover; existing tie-ins; construction of roads and truck pad; electrical and forcemain. 490,000 CY of excavation	$ 2,765,265.99	Aug-19	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
5757A Oates Road				
Houston, Texas 77078				
Environmental Manager -Christi Markuten, (713) 676-7644				
FORT BEND LANDFILL	Cell 11 Construction - Including clearing & grubbing; excavation, structural fill, and subgrade preparation; installation of compacted clay liner and protective cover; liner tie-in and anchor trench; leachate collection system; installation of haul road, access road and tipping pad; and other services. 68,415 CY of excavation	$ 1,915,263.15	Jun-19	
Waste Corporation of Texas, LP				
14115 Davis Estate Rd.				
Needville, TX 77461				
Attn: Mr. Jeffrey Harris (281) 728-3945				
Engineer - SCS Engineers, Mr. Ryan Derong (281) 397-6747				
MESQUITE CREEK LANDFILL	7.5-acre Unit 2, Phase V North liner system construction and related activities specified herein; such as: site preparation; site maintenance; dust control; furnishing, installing, and maintaining dewatering and temporary erosion and sedimentation control structures; subgrade preparation; recompacted clay (liner) excavation and construction, leachate collection corridor and chimney drain components construction, sump construction, protective cover soil placement, perimeter road and surface drainage features, storm water pond, and all related work. 521,349 CY of excavation	$ 1,734,542.56	Sep-19	
Waste Management of Texas				
Mr. Jason Lang				
9900 Giles lane				
Austin, Texas 78754				
Phone: 512-461-1870				
Engineer: Geosyntec Consultants, Marty Christman, (512) 451-4003				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
ADDICKS FAIRBANKS LANDFILL	Closure and Drainage Construction -- Site preparation, excavation and grading, common backfill placement, clay and vegetative layer installation, addon berms and stormwater letdown installation, detention excavation and pond outlet structure, riprap spillway and outfall installation, seeding. 116,800 CY of excavation	$ 920,842.08	Jan-20	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				

Eric Unsinn

26207 Ridgelawn Dr
Richmond, TX 77406

281-932-0650
eric@lexinc.com

EDUCATION

TEXAS TECH UNIVERSITY, Lubbock TX — July 1996
College of Engineering
Construction Technology

PROFESSIONAL EXPERIENCE

LONGHORN EXCAVATORS, Houston TX — January 2010- Present
Vice President

- Supervise and lead project operations.
- Communicate and grow relationships with clients.
- Oversee project cost, staffing, and scheduling.
- Ensure plans abide by contract specifications.

Director of Field Operations, Houston TX — March 2005- January 2010

- Supervise project operations.
- Establish appropriate staff levels and budget allocation for projects.
- Ensure site health and safety compliance in accordance with city and OSHA regulations.
- Prepare project status reports.

Project Manager, Houston TX — February 1999- March 2005

- Manage all project costs, staffing, and scheduling.
- Incorporate engineering knowledge of soils and concrete.
- Prepare project status reports.

AL UNSINN CUSTOM HOME BUILDER, McAllen TX — November 1998- February 1999
Director of Field Operations

- Direct and oversee all activities at the job site.
- Communicate directly with clients.
- Handle project cost, staffing, and scheduling.
- Ensure all build out and construction elements met design and project standards.

BUFFINGTON HOMES, Austin TX — July 1996- November 1998
Superintendent

- Supervise and coordinate building projects.
- Manage project budgets with a focus on remaining under budget.
- Perform quality control to inspect, diagnose, and repair any complications.
- Manage on-site construction staff, building material deliveries, and job site safety.

PROJECTS

1999 – Glennloch Farms Golf Course & Development
350,008 cubic yards | $1.1 million | Klein, TX

2000 - Fall Creek Development
360,000 cubic yards | $1.2 million | Houston, TX

2001 – Pierce Junction (Wildcat Golf Course)
1,800,000 cubic yards | $3 million | Houston, TX

2002 – Lakes of LBJ Golf Course
369,000 cubic yards | $1.9 million | Kingsland, TX

2003 – Corpus Christi Bay Beach Restoration
60,000 cubic yards | $2 million | Corpus Christi, TX

2004 – Shelter Harbor Golf Club
350,000 cubic yards | $2.2 million | Charleston, RI

2005 – Lid 17 New Land Development (Telfair)
500,000 cubic yards | $2.8 million | Sugar Land, TX

2005 – Ditch "H" Widening
1,550,000 cubic yards | $9.7 million | Sugar Land, TX

2006 – Cefe F Valenzuela Landfill
$16.8 million | Corpus Christi, TX

2006 – The Sanctuary Development
$7.4 million | Port O'Conner, Texas

2009 – Covel Gardens Landfill
425,000 cubic yards | $1.8 million | San Antonio, TX

2009-2011 – North Floodway Levee Rehabilitation
$24.9 million | Texas- Mexico Border

2016-2017 – Lake Padre Canal West
640,126 cubic yards | $2.2 million | Corpus Christi, TX

2017 – SW Regional Landfill
360,000 cubic yards | $965 thousand | Buckeye, Arizona

2019 – Grand Vista Ph 5
593,375 cubic yards | $2.1 million | Richmond, TX

2021 – Bondad Landfill
$1 million | Durango, CO

Greg Parker

2522 Silent Shore Ct.
Richmond, TX 77406

713-808-5658
greg@lexinc.com

EDUCATION

Houston Community College, Houston, TX — June 1990

PROFESSIONAL EXPERIENCE

LONGHORN EXCAVATORS, Houston TX
Superintendent — 2017- Present

- Supervise project operations.
- Communicate and grow relationships with clients.
- Manage project costs and scheduling.
- Ensure site health and safety compliance in accordance with city and OSHA regulations.
- Prepare project status reports.
- Manage on-site construction staff, equipment, and material deliveries.

ASCO EQUIPMENT, Houston TX
Territory Manager — 2013- 2017

- Hire, develop, train, and monitor the performance of Equipment Sales Representatives.
- Forecast goals and objectives for the Region and achieve them.
- Assist with establishing sales territories, goals, and forecasts for Sales Representatives within the region.

HI-WAY EQUIPMENT, Houston TX
Territory Manager — 2008- 2013

- Help increase our sales revenues and maintain customer relationships within an assigned geographical area.
- Monitor competition within assigned region.
- Discover sales opportunities through consumer research.
- Meet with customers to address concerns and provide solutions.

LONGHORN EXCAVATORS, Houston TX
Project Manager — 1991- 2007

- Responsible for supervising the construction crew in site preparation, staking, excavation, and the overall formation of the projects.
- Work directly with owners and engineers to ensure project met/exceeded expectations.
- Manage on-site equipment and material deliveries.
- Manage project costs and scheduling.

DA PARKER CONSTRUCTION, Houston TX
Superintendent — 1990- 1991

- Manage construction of Town and Country Mall Project.

PROJECTS

ABILENE LANDFILL, REPUBLIC SERVICES, INC.
CONSTRUCTION OF 4.9 ACRE SECTOR 3A AND 3.6
604,000 cubic yards | $1.9 million | Abilene, TX

CHARTER WASTE LANDFILL, REPUBLIC SERVICES, INC.
CONSTRUCTION OF 3.5 ACRE CLASS 1 CELL 19A AND
6.5 ACRE MSW CELL 17/18
382,000 cubic yards | $2.4 million | Odessa, TX

SOUTHWEST REGIONAL LANDFILL, ALLIED WASTE INDUSTRIES, INC.
CELL 11 EXPANSION
250,296 cubic yards | $960,800 | Buckeye, AZ

GREENSHADOWS LANDFILL, WASTE CORP. OF TEXAS, LP
CELL 6 AND 7 CONSTRUCTION
258,600 cubic yards | $1.2 million | Pasadena, TX

ADDICKS FAIRBANKS LANDFILL, WASTE CORP. OF TEXAS, LP
CELL 1-13 & CLOSURE AND DRAINAGE CONSTRUCTION
173,130 cubic yards | $1.5 million | Katy, TX

BLUERIDGE LANDFILL, REPUBLIC SERVICES, INC.
SECTOR 6B2/5C2/4C2 AND DETENTION POND/OUTLET STRUCTURES
$3.5 million | Fresno, TX

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7,
C/O LJA ENGINEERING, INC.
EXTERNAL CHANNEL IMPLEMENTATION RECOVERY MEASURES
72,395 cubic yards | $4.5 million | Fort Bend Co., TX

WETLAND CONSTRUCTION AT KATY HOCKLEY MITIGATION BANK,
HARRIS COUNTY FLOOD CONTROL DISTRICT
AND DITCH 9G IMPROVEMENTS
100,000 cubic yards | $600,000 | Katy, TX

SEABREEZE ENVIRONMENTAL LANDFILL, WASTE CONNECTIONS
CONSTRUCTION OF DETENTION POND 3
310,500 cubic yards | $3.3 million | Freeport, TX

BONDAD LANDFILL, TRANSIT WASTE, LLC.
CONSTRUCTION OF DETENTION POND 3
71,820 cubic yards | $1 million | Durango, CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Airianne Witmer	
Rockwater Insurance Agency, LLC. 811 FM 1959 Ste 210 Houston TX 77034	PHONE (A/C, No, Ext): (832) 583-7500	FAX (A/C, No): (832) 730-5439
	E-MAIL ADDRESS: Awitmer@rockwaterins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Longhorn Excavators, Inc Lex Equipment LP 1819 First Oak Street, Suite 140 Richmond TX 77406	INSURER A : Aspen Specialty Insurance Company	10717
	INSURER B : Clear Blue Insurance Company	28860
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : StarStone Specialty Insurance Company	44776
	INSURER E : Starr Indemnity and Liability	38318
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution Liability - $1,000,000 [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ER012WY24	12/01/2024	12/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] COMP [X] COLL			AQ1YTX009041-00	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductibles	$ 1,000,000 $ $ $ $ 1,000/$1,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			EX012X024	12/01/2024	12/01/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002120162	12/01/2024	12/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			Z71837240AEM	12/01/2024	12/01/2025	Each Occurrence Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: Job Type: Edinburg Regional Disposal Facility]
The General Liability Policy includes Blanket Automatic Additional Insured endorsement for Ongoing AND Completed Operations that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

The Auto Liability Policy includes Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00012295

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Rockwater Insurance Agency, LLC.	Longhorn Excavators, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Project: Edinburg Regional Disposal Facility – Type IV, Module M-5 Construction

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
E	Inland Marine/Contractors Equipment - ITH100065429324 12/01/2024 - 12/01/2025			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
CAT- $5,000,000	Leased/Rented -	$750,000 per item	$25,000		

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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AGENCY CUSTOMER ID: 00012295

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Rockwater Insurance Agency, LLC.	Longhorn Excavators, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability AND Auto Liability Policies contain a special endorsement with "Primary and Non-Contributory" wording and applies to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

The General Liability, Auto Liability AND Workers Compensation Policies include a Blanket Automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

The Lead Excess Liability Policy (EX012X024) is Follow Form over the: General Liability, Auto Liability, AND Workers Compensation Policies.

Excess Liability Policy is Follow Form over the: Lead Excess Policy

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Policy No.: ER012WY24
Effective Date: 12/01/2024
Endorsement No.: 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under **COVERAGES 1.a. Bodily Injury and Property Damage** and **1.b. Personal and Advertising Injury** only:

SCHEDULE

Name of Person or Organization:
Blanket as required by written Contract with a named insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section **IV. WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of **your work** for that insured by or for you.

All other terms and conditions of this Policy remain unchanged.

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Policy No.: ER012WY24
Effective Date: 12/01/2024
Endorsement No.: 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following coverages only:

Section 1. COMMERCIAL GENERAL LIABILITY AND EMPLOYEE BENEFITS ADMINISTRATION
Section 2 GENERAL POLLUTION LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location And Description Of Completed Operations:**
Blanket as required by written Contract with a named insured.	Operations under contract with a named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section **IV. WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

B. Notwithstanding Section **VI. CONDITIONS**, paragraph **J. Other Insurance**, with respect to the insurance afforded to the additional insureds added by this Endorsement, this Policy shall be primary to, and non-contributory with, any other insurance available to that person or organization when required by written contract or agreement.

All other terms and conditions of this Policy remain unchanged.

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Policy No.: ER012WY24
Effective Date: 12/01/2024
Endorsement No.: 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT

It is hereby agreed that the last sentence of Section **VII. CONDITIONS**, Paragraph **O. Subrogation**, is deleted in its entirety and replaced with the following:

O. Subrogation

However, if the insured has waived rights of recovery against any person or organization in a written contract or agreement prior to a loss, we also waive such right of recovery we may have under this Policy against such person or organization.

All other terms and conditions of this Policy remain unchanged.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/1/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002120162 of Texas Mutual Insurance Company effective on 12/1/24

Issued to: Longhorn Excavators, Inc.

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

11/25/24

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Agent copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/1/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002120162 of Texas Mutual Insurance Company effective on 12/1/24

Issued to: Longhorn Excavators, Inc.

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

11/25/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/1/2024 AT 12:01 A.M. STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX009041-00 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators Inc Lex Equipment LP

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE

Q ADLIN-B 08 14

Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/1/2024 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX009041-00 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators Inc Lex Equipment LP

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

$100.00 FULLY EARNED FLAT CHARGE

Q WAIVER-B 08 14

2024 Standardized Pre-Qualification Form (PQF)

GENERAL INFORMATION		
1.Company Name: **EnviroCon Systems, Inc.**	Telephone: **281-443-2592**	Fax: **281-443-6227**
Street Address: **1910 Rankin Road**	Mailing Address: **P.O. Box 673048**	
Houston, TX 77073	**Houston, TX 77267**	
	Web site: www.enviroconsystems.com	
Contact Person: **Chris Swires**	E-mail: chris@enviroconsystems.com	
Telephone: **281-443-2592**	Fax: **281-443-7551**	
2. Officers	Years With Company	
Chief Financial Officer: Chris Westerlund	Three (3) Years	
President: Chris Swires	Twenty nine (29) years	
Treasurer: Gregg DeJarnett	Twenty nine (29) years	
3. How many years has your organization been in business under your present firm name? Twenty eight (28)		
4. Parent Company Name:. Not Applicable		
City:	State:	Zip:
Subsidiaries: Not Applicable		
Contractor's Licence #'s: LA 46926, AR 0059430412, NM 91045, CA 752691, OR 233700, AZ ROC 341899		
ISNet World Member? Y X or N__ ISN Registration Number? 400-131120 Grade: A		
5. Under Current Management Since (Date): 10/1995		
6. Contact for Insurance Information: Christopher Westerlund		
Title: CFO	Telephone: 281-443-2565	Fax: 281-443-7551
7. Insurance Carrier(s):		

Name	Type of Coverage	Telephone
Nautilus Insurance Co.	General Liability	713-204-4692 Contact: Eric Weiser
Great Divide Ins. Co.	Auto	713-204-4692 Contact: Eric Weiser
Westchester Surplus Lines	Excess Umbrella Liability	713-204-4692 Contact: Eric Weiser
Argonaut Ins. Co	Workers Compensation	713-204-4692 Contact: Eric Weiser

8. Are you self-insured for Worker's Compensation Insurance?	Yes ☐	No ■
9. Contact for Requesting Bids: Chris Swires	Title: Sales Manager	
Telephone: 281-443-2592	Fax: 281-443-7551	E-Mail: chris@enviroconsystems.com
10. PQF Completed By: Chris Swires	Title: Sales Manager	Date: April 27, 2017
Telephone: 281-443-2592	Fax: 281-443-6227	E-Mail: chris@enviroconsystems.com

ORGANIZATION

11. Form of Business: Sole Owner ☐ Partnership ☐ Corporation ☒
Date and State of Incorporation: 10/1995 Texas

12. Percent Minority/Female Owned: 0% | EEO Category:

13. A. Describe Services Performed: **Geosynthetic Liners & HDPE Pipe -Supply and Installation**

- ☒ Construction
- ☐ Construction Design
- ☐ Original Equipment Manufacturer and Installer
- ☐ Maintenance
- ☐ Specialty Maintenance
- ☐ Manpower and Resource
- ☐ Original Equipment Manufacturer and Maintenance
- ☐ Service work (e.g., janitorial, clerical, etc.)
- ☐ Turnaround
- ☐ Engineering
- ☐ Other: See Additional Services for Description

B. Work Categories

Check the categories in which you are interested in bidding and in which you are qualified to perform work. Attach additional information clarifying your capabilities and specialities.

(C) denotes work done by company employees (S) denotes work done by subcontractors

C	S	
		1. Air Conditioning/Refrigeration
☐	☐	Comfort Cooling/HVAC
☐	☐	Process Refrigeration
		2. Buildings
☐	☐	Remodeling
☐	☐	New (steel, brick, block, other)
		3. Cleaning
☐	☐	Industrial
☐	☐	Janitorial
		4. Civil
☐	☒	Concrete
☐	☒	Excavation/Grading Paving
☐	☐	- Asphalt
☐	☐	- Concrete
		5. Demolition/Dismantling
		6. Electrical
☐	☐	General
☐	☐	High-voltage/High-line
☐	☐	Heat Tracing
☐	☐	Cathodic Protection
☐	☐	Grounding Systems
		7. Inspection & Testing
☐	☐	General NDT
☐	☐	Radiography
☐	☐	Infared Scanning
☐	☐	Eddy Current Testing
☐	☐	Acoustic Emission
☐	☐	Column Scanning
☐	☐	Civil/Soils
☐	☐	High Voltage Electrical
☐	☐	Electrical Ground Inspection

C	S	
☐	☐	**8. Scaffolding**
☐	☐	**9. Scale Maintenance**
☐	☐	**10. Structural Steel Fab/Erection**
☐	☐	**11. Tank – Field Erection**
		12. Instrumentation
☐	☐	General
☐	☐	DCS Control Systems
		13. Insulation
☐	☐	General
☐	☐	Asbestos Abatement
		14. Linings/coatings for:
☒	☐	Metal
☒	☐	Concrete
		15. Field Maintenance
☐	☐	General
☐	☐	Hot Tap/line stops
☐	☐	Leak Sealing (online)
☐	☐	Field Machining
☐	☐	Tank/Vessel Code
☐	☐	Boiler Code
☐	☐	Exchanger Retubing
☐	☐	Rotating Equipment
☐	☐	Valve
☐	☐	Cooling Tower
☐	☐	High Alloy Welding (list type)
☐	☐	Lead Lining
☐	☐	Glass Lining
☐	☐	Heat Treating
☐	☐	Nonmetallic materials
☒	☐	Pipe Fabrication
☐	☐	Mobil Equipment Repair

☐ ☐ Fiberglass Inspection ☐ ☐ **16. New Construction**

C S

☐ ☐ **17. Painting**

☐ ☐ **18. Refractory/Acid Brick**

☐ ☐ **19. Rigging/Equipment Erection**

C S **20. Consulting**

☐ ☐ Mechanical

☐ ☐ Electrical

☐ ☐ Chemical

☐ ☐ Metallurgical

☐ ☐ Controls

Describe Additional Services Performed:

14. A. Do you normally employ? Union Personnel ☐ Non-Union Personnel ☒ Leased Personnel ☐

If union, list trades/locals:

B. Average number of employees for last 3 years ? 105

115. Annual Dollar Volume for the Past Three Years:	YR: **2023** $ 43,500,000	YR: **2022** $ 52,600,000	YR: **2021** $ 40,000,000
116. Largest Job During the Last 3 Years: $ 15,500,000			
117. Your Firm's Desired Project Size: 100,000		Maximum $: 5,000,000	Minimum $: 5,000
18a. D&B Financial Rating: 1R3	18b. Annual Sales $ 40,000,000	18c. Net Worth: $ 7,650,000	
18d. DUNs #: 93-907-3409	Date: 1/24/18	18e. Tax ID #: 76-0502330	
19. Bank Line of Credit: $4,500,000	Bonding Capacity $ 3,000,000	Bank Reference(s): Branch Bank & Trust (BB&T)	

20. Major jobs in progress:

Customer/Location	Type of Work	Size $	Customer Contact	Telephone
Oneok Hutch East Brine Pond Liner - McPherson, KS	Brine Pond Liner	$750,000	Tom Saffel Prairie Landworks	(620) 504-5049
Gibbons Creek Site A and Site F Landfill Closure Liners - Anderson, TX	Cap Liner	15,500,000	Eddie Noak Mine Service	(512) 446-7011
Energy Transfer Brine Pond 10 Brine Pond - Mont Belvieu, TX	Brine Pond Liner	$3,75,000	Chris Caldwell GR Birdwell	281 890-4981

21. Major jobs completed in the past three years:

Customer/Location	Type of Work	Size $	Customer Contact	Telephone
ExxonMobil Blade EMES E1-1 Beaumont, TX	Landfill Closure Liner	$6,600,000	Jason Banda W.T. Byler	281 445-2070
Dow IPDA Cap Liner Texas City, TX	Cap Liner	1,980,000	Syed Ali Jacobs	979-871-9379
Targa Brine Pond 12 Brine Pond - Mont Belvieu, TX	Brine Pond Liner	$2,477,000	Chris Caldwell GR Birdwell	281 890-4981

22. Are there any judgments, claims or suits pending or outstanding against your company?
If yes, please attach details. Yes ☐ No ☒

23. Are you now or have you ever been involved in any bankruptcy or reorganization proceedings?
If yes, please attach details Yes ☐ No ☒

SAFETY & HEALTH PERFORMANCE

24. Workers Compensation Experience Modification Rate (EMR) Data

a. EMR is:	b. EMR for three last years:
☒ Interstate rate ☐ Intrastate rate ☐ Monopolistic State rate ☐ Dual rate	YR: **2023** EMR: 0.64 YR: **2022** EMR: 0.66 YR: **2021** EMR: 0.66 YR: **2020** EMR: 0.71
c. State of Origin: Texas	d. EMR Anniversary Date: 07/31/24
e. Standard Industrial Code (SIC): 1799.22	

25. Injury and Illness Data:

a. Total company employee hours worked last three years (excluding subcontractors)	Hours / Year	YR: **2023**	YR: **2022**	YR: **2021**
	Field	261,469	270,540	239,275
	Total	261,469	270,540	239,275

b. Provide data (excluding subcontractor) using your OSHA 200 and 300 Forms from the past three (3) years:
Notes:
(1) Data should be total company data unless specifically requested by client.
(2) Combine injuries and illnesses from 200 Form as reported on 300 Form

(3) If your company is not required to maintain OSHA 200/300 forms, please provide information from your Worker's Compensation insurance carrier itemizing all claims for the last 3 years.	YR: **2023**		YR: **2022**		YR: **2021**	
	No.	Rate	No.	Rate	No.	Rate
Fatalities Rate = Number of Fatalities x 200,000 ÷ Total Employee Hours	0	0	0	0	0	0
Lost workday case injuries and illnesses involving days away from work, or days of restricted work activity, or both. Rate = Total LW and restricted cases x 200,000 ÷ Total Employee Hours	0	0	0	0	0	0
Lost workday case injuries and illnesses involving days away from work. Rate = LW cases** x 200.000 ÷ Total Employee Hours	0	0	0	0	0	0
Injuries and Illnesses involving medical treatment only. Rate = Total Injuries and Illnesses involving medical treatment only x 200, 000 ÷ Total Employee Hours	1	0	0	0	0	0
Total OSHA Recordable Injury and Illnesses Rate Rate = Total Injuries and Illnesses x 200,000 ÷Total Employee Hours	1	0.76	0	0	0	0

3226. Have you received any regulatory (EPA, OSHA, etc.), civil or criminal citations in the last three years?
Yes ☐ No ☒

SAFETY, HEALTH & ENVIRONMENTAL MANAGEMENT

27. Name of highest ranking safety/health professional in the company:

Name: Eliot Manazares Title: Safety Manager Certifications: CSSS. CSST

Telephone: 281-416-3490 Fax: 281-443-6227

This person reports to: Gregg DeJarnett Title: Construction Manager

28.	Do you have or provide:				
	a. Full time Safety/Health Director	Yes	☒	No	☐
	b. Full time Site Safety/Health Supervisor	Yes	☐	No	☒
	c. Full Time Job Safety/Health Coordinator	Yes	☐	No	☒
29.	Do you have or provide:				
	a. Safety/Health incentive program	Yes	☒	No	☐
	b. Company paid safety/health training	Yes	☒	No	☐

SAFETY, HEALTH & ENVIRONMENTAL PROGRAMS / PROCEDURES

30. a.	Do you have a written S, H & E Program?	Yes	☒	No	☐
b.	Does the program address the following key elements?				
1.	Management commitment and expectations	Yes	☒	No	☐
2.	Employee participation	Yes	☒	No	☐
3.	Accountabilities and responsibilities for managers, supervisors, and employees	Yes	☒	No	☐
4.	Resources for meeting safety, health & environmental requirements.	Yes	☒	No	☐
5.	Periodic safety and health performance appraisals for all employees	Yes	☒	No	☐
6.	Safety, Health & Environmental Recognition Program	Yes	☒	No	☐
7.	Hazard recognition and control	Yes	☒	No	☐
c.	Does the program satisfy your responsibility under the law for:				
1.	Ensuring your employees follow the safety rules of the facility	Yes	☒	No	☐
2.	Advising owner of any unique hazards presented by the contractor's work, and of any hazards found by the contractor	Yes	☒	No	☐
31.	Does the program include work practices and procedures such as:				
	a. Equipment Lockout and Tagout (LOTO)	Yes	☒	No ☐	N/A ☐
	b. Confined Space Entry	Yes	☒	No ☐	N/A ☐
	c. Injury & Illness Recording	Yes	☒	No ☐	N/A ☐
	d. Fall Protection	Yes	☒	No ☐	N/A ☐
	e. Personal Protective Equipment	Yes	☒	No ☐	N/A ☐
	f. Portable Electrical/Power Tools	Yes	☒	No ☐	N/A ☐
	g. Vehicle Safety	Yes	☒	No ☐	N/A ☐
	h. Compressed Gas Cylinders	Yes	☒	No ☐	N/A ☐
	i. Electrical Equipment Grounding Assurance	Yes	☒	No ☐	N/A ☐
	j. Powered Industrial Vehicles (Cranes, Forklifts,	Yes	☒	No ☐	N/A ☐
	k. Housekeeping	Yes	☒	No ☐	N/A ☐
	l. Accident/Incident Reporting	Yes	☒	No ☐	N/A ☐
	m. Unsafe Condition Reporting	Yes	☒	No ☐	N/A ☐
	n. Emergency Preparedness, including evacuation	Yes	☒	No ☐	N/A ☐
	o. Waste Disposal/Waste Minimization/Spill Prevention	Yes	☒	No ☐	N/A ☐
	p. Back Injury Prevention	Yes	☒	No ☐	N/A ☐
	q. Hazwoper Training	Yes	☒	No ☐	N/A ☐
	r. Heat Stress Prevention	Yes	☒	No ☐	N/A ☐
	s. Scaffold Builing /Scaffold Use	Yes	☒	No ☐	N/A ☐

t. General NDT & Radiography	Yes ☐ No ☒ N/A ☐
32. Do you have written programs for the following:	
a. Hearing Conservation	Yes ☒ No ☐
b. Spill prevention and waste minimization	Yes ☒ No ☐ N/A ☐
c. Hazard Communication	
d. Program to support the contractor requirements of the OSHA Process Safety Management of Highly Hazardous Chemicals; Explosives and Blasting Agents Standard (29 CFR 1910).	
e. Respiratory Protection	
Where applicable, have employees been:	
Trained	Yes ☒ No ☐
Fit tested	Yes ☒ No ☐
Medically approved	Yes ☒ No ☐
33. Do you have a substance abuse program?	Yes ☒ No ☐
If yes, does it include the following?	
• Pre-placement Testing	Yes ☒ No ☐
• Random Testing	Yes ☒ No ☐
• Testing for Cause	Yes ☒ No ☐
• DOT Testing	Yes ☒ No ☐
• Post Incident Testing	Yes ☒ No ☐

34. Do your employees read, write, and understand English such that they can perform their job tasks safely without an interpreter? Yes ☒ No ☐

If no, provide a description of your plan to assure that they can safely perform their jobs.

35. Medical	
a. Do you conduct medical examinations for:	
• Pre-placement	Yes ☐ No ☒ N/A ☐
• Preplacement Job Capability	Yes ☐ No ☒ N/A ☐
• Hearing Function (Audiograms)	Yes ☒ No ☐ N/A ☐
• Pulmonary	Yes ☒ No ☐ N/A ☐
• Respiratory	Yes ☒ No ☐ N/A ☐

b. Describe how you will provide first aid and other medical services for your employees while on-site Specify who will provide this service: Foreman Trained in CPR/First Aid. Procedures in action regarding further Med. Attention.

c. Do you have personnel trained to perform first aid and CPR? Yes ☒ No ☐

36. Do you hold site safety, health and environmental meetings for:

Field Supervisors	Yes ☒ No ☐	Frequency	Monthly
Employees	Yes ☒ No ☐	Frequency	Weekly
New Hires	Yes ☒ No ☐	Frequency	Daily (JSA's)
Subcontractors	Yes ☒ No ☐	Frequency	Weekly

Are the safety, health and environmental meetings documented? Yes ☒ No ☐

37. Personal Protection Equipment (PPE)	
a. Is applicable PPE provided for employees?	Yes ☒ No ☐
b. Do you have a program to assure that PPE is inspected and maintained?	Yes ☒ No ☐
38. Do you have a corrective action process for addressing individual safety and health performance deficiencies?	Yes ☒ No ☐

39. Equipment and Materials:

a. Do you have a system for establishing applicable health, safety, and environmental specifications for acquisition of materials and equipment? Yes ☒ No ☐ N/A ☐

b. Do you conduct inspections on operating equipment e.g., cranes, forklifts, JLGs) in compliance with regulatory requirements? Yes ☒ No ☐ N/A ☐

c. Do you maintain operating equipment in compliance with regulatory requirements? Yes ☒ No ☐ N/A ☐

d. Do you maintain the applicable inspection and maintenance certification records for operating equipment? Yes ☒ No ☐ N/A ☐

40. Subcontractors

Do you use subcontractors? (If no, skip to question 43) Yes ☒ No ☐

a. Do you use safety, health and environmental performance criteria in selection of subcontractors? Yes ☒ No ☐ N/A ☐

b. Do you evaluate the ability of subcontractors to comply with applicable safety, health and environmental requirements as part of the selection process? Yes ☒ No ☐ N/A ☐

c. Do your subcontractors have a written safety, health and environmental program? Yes ☒ No ☐ N/A ☐

Do you include your subcontractors in:

- Safety, Health & Environmental Orientation Yes ☒ No ☐ N/A ☐
- Safety, Health & Environmental Meeting Yes ☒ No ☐ N/A ☐
- Safety, Health & Environmental Inspections Yes ☒ No ☐ N/A ☐
- Safety, Health & Environmental Audits Yes ☒ No ☐ N/A ☐

41. Inspections and Audits

a. Do you conduct Safety, Health & Environmental inspections? Yes ☒ No ☐

b. Do you conduct Safety, Health & Environmental program audits? Yes ☒ No ☐

c. Are corrections of deficiencies documented? Yes ☒ No ☐

SAFETY, HEALTH & ENVIRONMENTAL TRAINING

42. Safety, Health & Environmental Training

a. Do you know the regulatory safety, health and environmental training requirements for your employees? Yes ☒ No ☐

b. Have your employees received the required safety, health and environmental training and retraining and is it documented? Yes ☒ No ☐

c. Do you have a specific safety, health and environmental training program for supervisors? Yes ☒ No ☐

d. Are all employees trained in the work practices needed to safely perform his/her job? Yes ☒ No ☐

e. Is each employee instructed in the known potential of fire, explosion, or toxic release hazards related to his/her job, the process and the applicable provisions of the emergency action plan? Yes ☒ No ☐

CRAFT TRAINING AND ASSESSMENT

Data time frame: January to December

Notes
1. Data should be the best available applicable for your company's workforce (use average of last twelve months)
2. Training, Skills Assessment Testing and Performance Verification refer to nationally recognized programs such as NCCER, NCCCO and DOL BAT programs.

If Not applicable, please explain No nationally recognized programs for Liner Supervisors and Technicians

43. Workforce	#	%
a. Journeymen Craftsmen covered by NCCER or DOL BAT Programs		
b. Sub-Journeyman Trainees (NCCER or DOL BAT covered)		
c. Helpers		
d. Non-covered Journeymen Craftsmen	40	
e. Non-covered Sub-Journeymen Craftsmen/Trainees/Helpers		
f. Supervision (Foremen/General Foremen)	12	
g. Professional (Safety/Scheduling/Engineering)		
h. Administration/Management	6	
i. Total Workforce	58	

44. Do you have written Workforce Development Policies & Procedures? Yes ☒ No ☐

45. Formal Training For Sub-Journeyman Trainees

a. Do you have and maintain craft training records for employees? Yes ☒ No ☐

b. Do you provide incentives to trainees to complete formal training? Yes ☒ No ☐

c. % of sub-journeymen Trainees that have completed all NCCER curriculum or DOL Bureau of Apprenticeship Training and graduated Not Applicable

d. % of S-J Trainees presently enrolled in NCCER or DOL BAT Programs Not Applicable

e. Is Company an accredited NCCER Training Sponsor or Unit? Not Applicable

46. Assessments, Upgrade Training & Certification	#	%
a. Journeymen craftsmen who have been assessed through the craft skills assessment process (Internal Program)	34	85
b. Journeyman Craftsmen who have been certified through written skills assessment testing?	6	15
c. Journeyman Craftsmen who have been certified in more than one craft?	1	3
d. Journeymen craftsmen with skills deficiencies identified through assessment testing and receiving upgrade training?	3	8
e. Journeymen craftsmen in upgrade training to improve areas identified through assessment testing?	3	8

f. Do you provide incentives for journeymen to become certified? Yes ☒ No ☐

g. Do craftsmen have access to upgrade training to improve skills? Yes ☒ No ☐

h. Is Company an accredited NCCER Assessment Center Yes ☐ No ☒

i. When are craftsmen assessed?

☐Pre-employment ☐Within 30 days of hire Other, specify Anually

47. Performance Verification	#	%
a. Journeymen craftsmen that have achieved verified performance	10	90
b. Journeymen craftsmen that have achieved both written certification and verified performance.	6	55

COMMENTS/EXPLANATIONS

INFORMATION SUBMITTAL

Please provide copies of checked items with the completed PQF:

☒	EMR documentation from your insurance carrier	☐	Safety, Health & Environmental Training Schedule (Sample)
☒	Insurance Certificate(s)	☐	Safety, Health & Environmental Training for Supervisors (Outline)
☒	OSHA 200 and 300 Logs (Past 3 Years)	☐	Copy of Contractor's Licence
☒	Safety, Health & Environmental Program	☐	Organization Chart
☒	Safety, Health & Environmental Incentive Program	☐	List of major equipment (e.g., cranes, JLGs, forklifts) your company has available for work at this facility.
☒	Substance Abuse Program (Include Substances Tested & Levels)	☐	Equipment Lockout and Tagout (LOTO)
☐	Hazard Communication Program	☐	Confined Space Entry
☐	Respiratory Protection Program	☐	Fall Protection, Scaffold use, scaffold building
☐	Housekeeping Policy	☐	Personal Protective Equipment
☐	Accident/Incident Investigation Procedure	☐	Portable Electric / Power Equipment
☐	Unsafe Condition Reporting Procedure	☐	Vehicle Safety
☐	Safety, Health & Environmental Inspection Form	☐	Compressed Gas Cylinders
☐	Safety, Health & Environmental Audit Procedure or Form	☐	Electrical Equipment Grounding Assurance
☒	Safety, Health & Environmental Orientation (Outline)	☐	Emergency Preparedness, including evacuation plan.
☒	Safety, Health & Environmental Training Program (Outline)	☐	Waste Disposal
☒	Example of Employee Safety, Health & Environmental Training Records	☐	Back Injury Prevention
☐	Workforce Development Policies	☐	Heat Stress Prevention
☐	NDT & Radiography Program		

Note: Owner checks items to be provided with PQF.

Fill in below Name & Title of Company Officer responsible for assuring the accuracy of this document:

Name: Chris Swires Title: Sales Manager Date: May 17, 2023

EVALUATION
-- OWNER USE ONLY --

DO NOT FILL OUT - OWNER USE ONLY

Contractor is:

☐ Acceptable for Approved Contractor List

☐ Conditionally acceptable for Approved Contractor List

Conditions:

☐ Unacceptable

Reviewer: Date:

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and Longhorn Excavators, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Providing the necessary labor, equipment supervision, and expertise to construct the Type IV, Module M-5 which includes subgrade preparation, dewatering system, geosynthetic clay liner (GCL) installation, and placement of protective cover for the City of Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302 and all other work as described in these specifications and on the attached project plans.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Type IV, Module M-5 Construction**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Hanson Professional Services 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 **Hanson Professional Services Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **135** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the

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Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**1,000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *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.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid.

2. Bonds:

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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 9 sheets with each sheet bearing the following general title: **Type IV, Module M-5 Construction, Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302, Edinburg, Hidalgo County, Texas.**

8. Addenda.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

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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

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standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

City of Edinburg *(typed or printed name of organization)*	Contractor: Longhorn Excavators, Inc. *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: July 8, 2025 *(date signed)*
Name: Myra L. Ayala *(typed or printed)*	Name: Joshua Holden *(typed or printed)*
Title: City Manager *(typed or printed)*	Title: CEO *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: Clarice Balderas, City Secretary *(typed or printed)*	Title: Eric Unsinn - Secretary *(typed or printed)*
Address for giving notices: 415 W. University Dr. PO Box 1079 Edinburg, TX 78540	Address for giving notices: 1819 First Oaks Street, Suite 140 Richmond, TX 77406
Designated Representative: Name: _____ *(typed or printed)* Title: Josephine Ramirez Solis, City Attorney *(typed or printed)*	Designated Representative: Name: Lisa Hagood *(typed or printed)* Title: Administrative Manager *(typed or printed)*
Address: 415 W. University Dr. PO Box 1079 Edinburg, TX 78540	Address: 1819 First Oaks Street, Suite 140 Richmond, TX 77406
Phone: 956-388-8207 Email: jrsolis@cityofedinburg.com *(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Phone: 281-937-9700 / 512-656-2730-Cell Email: Lisah@lexinc.com License No.: N/A *(where applicable)* State: Texas

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LONGHORN EXCAVATORS EST 1993

PHONE: 281.937.9700 FAX: 281.937.1207 ADDRESS: 1819 First Oaks St., Suite 140, Richmond, TX 77406

CORPORATE RESOLUTION

I, Eric Unsinn, Secretary of Longhorn Excavators, Inc., a corporation organized under the laws of the State of Texas do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said Corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and the by-laws of said Corporation on the 8th day of July 2025

RESOLVED that
Joshua Holden, CEO
Eric Unsinn – Vice President, Secretary

Be it further resolved, that notwithstanding any change to or termination of the foregoing authority by operation of law or otherwise, any originator of such agreements, contracts and bonds and any assignee thereof shall be fully protected and held harmless in relying and acting upon said authorization until they shall have received written notice from the Corporation of any such change or termination.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

In witness whereof, I have hereunto set my name as Secretary and affixed the seal of said Corporation, this 8th day of July 2025.

Eric Unsinn, Secretary
1819 First Oaks Street, Suite 140
Richmond, Texas 77406
Incorporated in the State of Texas

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Longhorn Excavators, Inc.

Reference Company Name: Waste Connections

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory ____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: DM HW

Printed Name: Dillon Hoppe Region Engineer

Date: 7/8/2025

PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Edinburg, Texas**	Description *(name and location)*:
Mailing address *(principal place of business)*:	**Type IV, Module M-5 Construction, Edinburg, Texas**
415 W. University Drive, Edinburg, Texas 78539	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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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:

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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

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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**

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PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Edinburg, Texas**	Description *(name and location)*: **Type IV, Module M-5 Construction, Edinburg, Texas**
Mailing address *(principal place of business)*: **415 W. University Drive, Edinburg, Texas 78539**	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-615, Payment Bond.
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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.

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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;

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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.

18. Modifications to this Bond are as follows: **None**

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Longhorn Excavators, Inc.
1819 First Oaks Street, Suite 140, Richmond, TX 77406

as Principal, hereinafter called the Principal, and Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Edinburg

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars ($ 5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Edinburg Regional Disposal Facility – Type IV, Module M-5 Construction (Project No. 2025-23)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of July , 2025

(Witness)

Longhorn Excavators, Inc.
(Principal) (Seal)

By: (Title)

(Witness)

Continental Casualty Company
(Surety) (Seal)

By
Attorney-in-Fact Hannah Montagne

Surety Phone No.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Hannah Montagne , Individually

of The Woodlands, TX their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Longhorn Excavators, Inc.
Obligee: City of Edinburg

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of July, 2025

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F6853-6/2023

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and _____("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Providing the necessary labor, equipment supervision, and expertise to construct the Type IV, Module M-5 which includes subgrade preparation, dewatering system, geosynthetic clay liner (GCL) installation, and placement of protective cover for the City of Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302 and all other work as described in these specifications and on the attached project plans.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Type IV, Module M-5 Construction**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Hanson Professional Services 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 **Hanson Professional Services Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **135** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**1,000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *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.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid.

2. Bonds:

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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 9 sheets with each sheet bearing the following general title: **Type IV, Module M-5 Construction, Edinburg Regional Disposal Facility, TCEQ Permit MSW-2302, Edinburg, Hidalgo County, Texas**.

8. Addenda.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

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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

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standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

City of Edinburg	Contractor:
(typed or printed name of organization)	*(typed or printed name of organization)*
By:	By:
(individual's signature)	*(individual's signature)*
Date:	Date:
(date signed)	*(date signed)*
Name: Myra L. Ayala	Name:
(typed or printed)	*(typed or printed)*
Title: City Manager	Title:
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest:	Attest:
(individual's signature)	*(individual's signature)*
Title: Clarice Balderas, City Secretary	Title:
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
415 W. University Dr.	
PO Box 1079	
Edinburg, TX 78540	
Designated Representative:	Designated Representative:
Name:	Name:
(typed or printed)	*(typed or printed)*
Title: Josephine Ramirez Solis, City Attorney	Title:
(typed or printed)	*(typed or printed)*
Address:	Address:
415 W. University Dr.	
PO Box 1079	
Edinburg, TX 78540	
Phone: 956-388-8207	Phone:
Email: jrsolis@cityofedinburg.com	Email:
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____ *(where applicable)*
	State:

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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 Engineer concerning the

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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

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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.

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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.

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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.

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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.

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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

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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.

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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

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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.

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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

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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.

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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.

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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

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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.

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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

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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;

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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

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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

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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

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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

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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

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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.

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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);

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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

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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.

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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.

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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;

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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:

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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.

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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

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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

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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

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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

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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.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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

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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

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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.

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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,

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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,

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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

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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.

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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;

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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

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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

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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.

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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,

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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.

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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,

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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

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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.

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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.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **one** printed copy of the Contract Documents (including one fully signed counterpart of the Agreement), and **one copy** in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

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a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **10** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

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b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

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a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

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d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at $**100**) per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **average precipitation as rain equivalent for previous 5 years, as determined by National Weather Service.**

2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **National Weather Service** weather monitoring station at **Brownsville, TX**.

3) Contractor shall anticipate the number of foreseeable bad weather days per month.

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4) In each month, every bad weather day exceeding the number of foreseeable bad weather days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

SC-4.05 Amend Paragraph 4.05.D by adding the following:

Contractor shall take necessary measures to protect work and materials from inclement weather and natural disasters. Contractor shall not be entitled to an adjustment in Contract Price for any loss or damage to work and materials that is preventable.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.02 Remove wording from Paragraph 5.02 A.2 "or otherwise resolve the claim by arbitration or other dispute resolution proceeding."

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.03 *Contractor's Insurance*

See Attachment I-Insurance Requirements

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **Monday-Friday 8:00 am to 5:00 pm**.
2. Owner's legal holidays are **Federal recognized holidays**.
3. **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 workday. If Contractor is responsible but does not pay, or if the

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parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of **Texas** and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.13 *Safety and Protection*

SC-7.13 Insert the following at the end of the last sentence of Paragraph 7.13.F:

"with at least a 48-hour notice."

SC-7.18 Delete the following from Paragraph 7.18A:

"or arbitration"

ARTICLE 8—OTHER WORK AT THE SITE

8.03 *Legal Relationships*

SC-8.03 Delete the following from Paragraph 8.03.C:

"or otherwise resolve the claim by arbitration or other dispute resolution proceeding"

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

No suggested Supplementary Conditions in this Article.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.07 *Changes of Contract Price*

Add a new paragraph immediately after Paragraph 11.07.C:

D. The total price of a contract may not be increased by a change order unless a provision has been made for the payment of the added cost by the appropriation of current funds or bond funds for that purpose, by the authoration of the issuance of certificates, or by a combination of those procedures. The original contract price may not be increased by more

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than 25%. The original price may not be decreased by more than 25% without the consent of the contractor. If a change order involves a decrease or an increase of $15,000 or less, the City Manager is authorized to approve the change order. If a change order involves a decrease or an increase of $15,000 or more, the City Council must approve the change order.

SC-11.09 *Change Proposals*

Add the following at the end of Paragraph 11.09.A:

Contractor shall not perform any proposed change in scope of work without prior written consent of Owner.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

    a. the extended price of a particular item of Unit Price Work amounts to **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.

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ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE 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

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. Arbitration as a dispute resolution is deleted in its entirety in the contract, general and supplementary conditions.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

EXHIBIT A-SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

No suggested Supplementary Conditions.

EXHIBIT B-FORESEEABLE BAD WEATHER DAYS

No suggested Supplementary Conditions.

EXHIBIT C-GEOTECHNICAL BASELINE SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

No suggested Supplementary Conditions in this Article.

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
AWARDING OF BIDS
Agenda Item No: 10.C.
Bid No. 2025-12 Station 3 - Heating Ventilation and Air Conditioning to include New Ducts and Vents (Re-Bid)

1. **Agenda Item:**
Consider Awarding Bid No. 2025-12, Edinburg Fire Department Station 3 - Heating Ventilation and Air Conditioning to Include New Ducts and Vents (Re-Bid) Project, Funded Through the FY 2024-2025 Community Development Grant Program, Grant No. B-24-MC-48-0503 to A&A Villa Construction, LLC, in the Amount of $69,500 and Authorize City Manager to Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]

2. **Description:**
The Edinburg Fire Department was awarded funding in the amount of $80,000 through the City's Community Development Block Grant Program (CDBG) for the installation of a new Heating Ventilation and Air Conditioning (H-VAC) System at Fire Station No. 3 located at 1221 East University Drive. Funding for this project was approved by the Edinburg City Council on July 16, 2024, through the FY 2024–2025 CDBG Annual Action Plan.

The Project is anticipated to be substantially complete within 90 calendar days of the Notice to Proceed. This project is being funded through CDBG Grant No. B-24-MC-48-0543.

On Tuesday, June 24, 2025, bids were opened for Bid No. 2025-12, Edinburg Fire Department Station 3 - Heating Ventilation and Air Conditioning to Include New Ducts and Vents (Re-Bid) Project. A total of four (4) bids were received and opened. Below is the list of all bids that complied with the terms and conditions of the bid solicitation and were deemed responsive:

Vendor	Base Bid	Alternate #1	Alternate #2
1. A&A Villa Construction, LLC	$69,500	$27,800	$26,900
2. CRC Development & Construction Co, LLC	$82,356	$27,320	$19,320
3. Texas Chiller Systems, LLC	$129,000	$145,000	$100,000

In accordance with the City's Purchasing Policies and Procedures and federal regulatory requirements of the CDBG Program, A&A Villa Construction, LLC was found to be the lowest responsible bidder and met all solicitation and CDBG Program requirements.

The Edinburg Fire Department is requesting to proceed with the awarding of this project in the amount of $69,500, which includes only the Base Bid amount submitted by A&A Villa Construction, LLC.

3. **Staff's Recommendation:**
Award Bid No. 2025-12 Edinburg Fire Department Station 3 - Heating Ventilation and Air Conditioning to include New Ducts and Vents (Re-Bid) project, funded through the FY 2024-2025 Community Development Grant Program, Grant No. B-24-MC-48-0503 to A&A Villa Construction, LLC, in the Amount of $69,500 and Authorize City Manager to Execute Grant

Documents Related Thereto.

Reviewed by:
Omar Garza, Fire Chief

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:

A. Informal Bid Tabulation-Fire St. 3 - HVAC (Re-Bid)
B. Bidders_List
C. A&A Villa Construction Bid
D. FY25 CDBG Contract HVAC System Final
E. A&A Villa Construction LLC. SAM V-06.25.25 E-06.03.26
F. certificate_of_liability_insurance
G. CRC Development Bid
H. Texas Chillers Bid

Bid 2025-12 - Edinburg Fire Department Station 3 - Heating Ventilation and Air Conditioning to Include New Ducts and Vents (Re-Bid)
Opening Date: Tuesday, June 24, 2025 at 3:00p.m.

Base Bid				A&A Villa Construction, LLC.	CRC Development & Construction Co. LLC	Texas Chiller Systems, LLC.	TEX CON MAINT LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Base Proposal - Heating Ventilation and Air Conditioning to Include New Ducts and Vents	1	LS	$69,500.00	$82,356.00	$129,000.00	$112,400.00

Alternate No. 1				A&A Villa Construction, LLC.	CRC Development & Construction Co. LLC	Texas Chiller Systems, LLC.	TEX CON MAINT LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Alternate 1: See note on MP01 of drawings. Keyed Notes: Mechanical #9 (HVLS Fans).	1	LS	$27,800.00	$27,320.00	$145,000.00	$45,000.00

Alternate No. 2				A&A Villa Construction, LLC.	CRC Development & Construction Co. LLC	Texas Chiller Systems, LLC.	TEX CON MAINT LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Alternate 2: Replacement of approximately 3,000 square feet of ceiling tile, grid and all light fixtures.	1	LS	$26,900.00	$19,320.00	$100,000.00	$39,900.00

BIDDERS LIST FOR HVAC SYSTEM

No.	Vendor	Contact	Email
1	Central Air and Heating Services	Chad Ufland	c.ufland@cahsinc.com
2	Weslaco Air Conditioning	Senadio Garza or Juan Estrada	wac@weslacoac.com
3	Continental Refrigeration	Andres Canales	contref7@aol.com
4	Aircool Tech	Saul Cantu	service@aircooltechcorp.com
5	D&F	Trent Hausenfluck	trent@dandfindustries.com
6	Rio Comfort Mech	German Andio	german@riocomfort.com
7	AIN Mechanical	Ismael Garcia	ainmechanical@gmail.com
8	Rigney LLC	John Rigney	rigneyconstruction@gmail.com

A&A VILLA
CONSTRUCTION LLC

A&A Villa Construction LLC
Manuel Villa
4300 South M
Mcallen, Texas 78503
Office # (956)-458-5566

QUOTE

Owner:	City of Edinburg	Date:	6/22/2025
Project:	Edinburg Fire Department Sation 3	Account:	
Location:		Phone:	
		Email:	

Contractor:	A&A Villa Construction LLC	Mobile:	(956) 458-5566
Address:	4300 South M Mcallen, tx.78503	Email:	mvaaconstruction20@gmail.com
Quoted by:	Manuel Villa	2nd Mobile:	

DIV	UOM	DESCRIPTION	QTY	$ PER UNIT	TOTAL
BASE BID					
	1	Base Proposal - Heating Ventilation and Air Conditioning to include			$69,500.00
		New Ducts and Vents			
		ORIGINAL BASE BID:			$69,500.00
		ALTERNATE 1			
	1	Alternate 1: See note on MP01 of drawings. Key Notes: Mechanical #9			$27,800.00
		(HVLS Fans)			
		NOT INCLUDED IN OUR BASE BID			
		ALTERNATE 2			
	1	Alternate 2: Replacement of approximately 3,000 square feet of ceiling tile,			$26,900.00
		grid and all light fixtures.			
		NOT INCLUDED IN OUR BASE BID			
		CONTINGENCY			$20,000.00 (as per specs)
		NOT INCLUDED IN OUR BASE BID			
Inclusions:		Labor and Material pertaining to above mentioned scopes of work.			
Exclusions:		Anything outside of the above mentioned scope of work will result in a change order. Taxes if required.			
Payment Terms:		Net 30 - Any late payment after NET30 will be accessed a 1% fee per day.			
				TOTALL COSTS INCLUDING ALTERNATES #1,#2 AND CONTINGENCY:	**$144,200,00**

Description	%
General conditions	3.5
Mobilization	3.0
Insurance and bond	3.0

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To:		**Project:**		**Application #:**	#1
				Application Date:	
				Period To:	
				Contract Number:	
From:	**A&A Villa Construction LLC**	**Attention:**			
	4300 South M				
	Mcallen, Texas 78503				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ -
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1+2)		$ -
4. TOTAL COMPLETED & STORED TO DATE (Columns G on G203)		$ -
5. RETAINAGE:		
a. 0% of Completed Work (Columns D + E on G703)	$ -	
b. 0.00% of Stored Materials (Column F on G703)	$ -	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)		$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ -
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		$ -
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this month	0.00	0.00
NET CHANGES by Change Order		**0.00**

The undersigned subcontractor certifies that to the best of the subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Prime Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Subcontractor:

By: Date:

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the AMOUNT CERTIFIED.)

ARCHITECT:

By: Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,
in tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application #:	#1
Application Date:	
Period To:	
Contract Number:	

A	B				C	D	E	F	G	H		I	J
ITEM NO.	UNIT OF MEASURE	DESCRIPTION	QTY. OF UNITS	UOM PRICING	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN (D OR E)	TOTAL COMPLETED AND STORED UP TO DATE: (D+E+F)	% COMPLETED THIS PERIOD	TOTAL % COMPLETED OVERALL	BALANCE TO FINISH (C-G)	RETAINAGE 5%
						FROM PREVIOUS APPLICATION	THIS PERIOD						
		0											
		0											
		0											
BASE BID													
					$0.00	$0.00	$0.00	$0.00	$0.00			$0.00	

CHANGE ORDER TOTALS		DESCRPTION	QUANTITY OF UNITS	UOM PRICING	SCHEDULED VALUE				TOTAL COMPLETED AND STORED	%		BALANCE TO FINISH	RETAINAGE
C/O #1						$ -	$ -	$ -	$ -			$ -	$ -
C/O #2					$ -	$ -	$ -	$ -	$ -			$ -	$ -
C/O #3					$ -	$ -	$ -	$ -	$ -			$ -	$ -
C/O #4					$ -	$ -	$ -	$ -	$ -			$ -	$ -
CHANGE ORDER TOTALS					$ -	$ -	$ -	$ -	$ -			$ -	$ -
REVISED CONTRACT TOTALS					$ -	$ -	$ -	$ -	$ -			$ -	$ -

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

CONTRACT FOR RE-BID NO. 2025-12
CITY OF EDINBURG FIRE DEPARTMENT
AND A&A VILLA CONSTRUCTION, LLC

The City of Edinburg, Hidalgo County, Texas, a municipal corporation (hereinafter called **"City"**), and A&A Villa Construction, LLC, (hereinafter **"Contractor"**), enter into this Agreement for the Edinburg Fire Department Station 3 Heating Ventilation and Air Conditioning to include New Ducts and Vents.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain Work in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, equipment, and personnel to properly provide Work needed by the City; and

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to provide the following Work as stated in the agreement and Proposal attached as Exhibit "A". Upon receipt of Work to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
WORK OF CONTRACTOR

A. The Contractor agrees to perform the Work in connection therewith, under the terms of this Agreement for installation of a sewer line at its own proper cost and expense to furnish all labor, insurance and other accessories and Work necessary to complete the said task in accordance with the conditions and prices stated in the proposal attached as Exhibit "A".

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implications to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITES OF CONTRACTOR

A. Contractor shall perform the Work described in **Exhibit "A".**

B. Contractor shall perform its Work with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Work furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in performing the Work. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of Work furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Work performed under this Agreement. In connection with the performance of the Work by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Work as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Work.

E. Contractor will submit progress data and other information, including required federal reporting, as applicable, as requested by the City.

G. City's review or approval of reports and other Work furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Work shall be construed as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement.

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Work furnished under this Agreement.

I. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

SECTION IV
PAYMENT AND FEES

City agrees to pay Contractor for Work herein contracted for as follows:

A. Contractor shall provide an invoice in accordance with City regulations. Invoice shall be submitted to City upon completion and inspection of each project and shall include unit price amounts set forth in the Bid form(s). The total compensation to the Contractor shall not exceed $69,500. Payment terms shall be net thirty (30) days from receipt of invoice. Invoice shall be completed and processed in accordance with City regulations.

B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate Work performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and /or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensations required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Work, including property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, and interference with Work and related work;

c. Contractor has failed to provide and maintain required insurances;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or cost related to evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Work is defective, requiring correction or replacement;

g. City has been required to correct defective Work or has accepted defective Work;

h. Liens have been filed in connection with the Work; or

i. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and

promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction with 30 day of receiving City's written notice.

E. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Contractor following termination or expiration of this Agreement as defined below, the Contractor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION V
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Work to be performed under it, shall commence within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared complete in a written instrument signed by the City Manager. **Work shall be completed in no more than 90**

calendar days after the Notice to Proceed. The city shall have the right, in its sole discretion, to extend the term of this Agreement for an additional period of time. If approved by City, City shall provide Contractor with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Work rendered by Contractor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either of both parties hereunder shall so survive the termination, cancellation or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Work hereunder or as such other time as may be requested by City, Contractor shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Work.

E. The City reserves the right to suspend work on the Work, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Work so suspended when directed to so by the City. The City shall have no liability to Contractor except for charges for work performed by Contractor and accepted by the City prior to receipt of notice of suspension of Work. If only a portion of the Work are suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Work under this Section, the City may take over the work and may obtain the Work of another entity to complete the work under this Agreement.

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the Work is not completed within the time specified in Section V herein, plus any extensions thereof as allowed under this Agreement. Accordingly, instead of requiring any such proof of financial loss, the City and the Contractor agree that, not as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each calendar day after the time to complete the Work specified in Section V, plus any extensions thereof as allowed under this Agreement, the amount corresponding below:

FOR AMOUNT OF CONTRACT				COST PER CALENDAR DAY
$	5,000.00	to $	25,000.00	$100.00
$	25,001.00	to $	100,000.00	$200.00
$	100,001.00	to $	500,000.00	$250.00
$	500,001.00	to $	1,000,000.00	$300.00
$1,000,001.00		to	$2,000,000.00	$400.00
$2,000,001.00		to	$3,000,000.00	$500.00
$3,000,001.00		to	$4,000,000.00	$600.00
$4,000,001.00		to	$5,000,000.00	$700.00
$5,000,001.00		and	over	$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. In the event the Contractor claims weather related events “Rain Days” the Contractor must notify the City, in writing, within 30 calendar days, relating to such events and provide the number of affected days for approval. Failure to give such notice within the designated timelines shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay.

Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIII
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance an professionals liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with city ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Comprehensive General Liability
1. Bodily Injury
$250,000 each person

$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 aggregate

-or- $500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury

$100,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City shall be listed as an additional insured.

G. Contractor shall not commence work under this Agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

H. If at any time and for any reason contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to contractor, City may, but shall have no obligation to , procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, with ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by

the City until repayment of City in full by Contractor.

I. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and least fifteen (15) days before this expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

J. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums, payable under each insurance policy required to be obtained, kept , and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept and maintained under this Agreement to be void, voidable, unenforceable, suspended, or impaired in whole or in part of which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstance of which it is aware which, if not disclosed to its insurers or re-insures, is likely to affect adversely the nature or extend of the coverage to be provided under any insurance policy required hereunder.

SECTION XIV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arrases under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a “Dispute”), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute with seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until

reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XV
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in 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, cost, and expenses.

SECTION XVI
INDEMNIFICATON

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XVII
LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Work. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profit, or loss of data, arising in connection with this Agreement, Contractor's performance of Work, or of any other obligations relating to his Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XVIII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this agreement. This agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIX
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, be foe any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threated against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial conditions or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XX
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

SECTION XXI
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Attorney

(b) Notices to Contractor:

A&A Villa Construction, LLC
4300 South M
McAllen, Tx 78503
Attn: Manuel Villa

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, there (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XXII
NON-APPROPRIATIONS

A. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

SECTION XXIII
SUCCESSORS AND ASSIGNS

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXIV
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, other documents composing the Contract Documents, or any current or future Task Orders and /or Change Orders the terms of this Agreement shall be controlling.

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXV
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instance (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waive, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future excise thereof or insistence thereupon or the exercise of any other right, power, remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Work with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Work or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amount due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Work or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XXVI
NOTICE OF GOVERNING LAW

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 laws:

1. Title I of the Housing and Community Development Act of 1974, as amended

2. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
3. Debarment, Suspension and Ineligibility. The Contractor represents and warrants that Contractor and its subcontractors are not debarred, suspended, or placed in ineligibility status under 24 CFR Part 24, government debarment and suspension regulations.
4. Conflict of Interest. The general rule is that no persons described in 24 CFR Part 570.611(c) who exercise or have exercised any functions or responsibilities with respect to CDBG activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
5. Compliance with HUD Federal Labors Standards Provisions (HUD Form 4010), including the Davis-Bacon and Related Acts, Copeland Anti-Kickback Act and Contract Work Hours and Safety Standards Act;
6. Agrees to pay wage rates on construction work for this project at least equal to the applicable wage decision, (**Exhibit C**) by the Department of Labor and any wage decision that supersedes this decision before the contract is awarded;
7. Equal Employment Opportunity - Title VII of the Civil Rights Act of 1964, Executive Order 11246;
8. Section 504 of the Rehabilitation Act of 1973, as amended;
9. Section 3 of the Housing and Urban Development Act of 1968 (if applicable);
10. If applicable, the Contractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phase Implementation Waiver for FY 2022 and 2023 Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.Clean Water, Clean Air, Executive Order 11738 and Regulations Provision;

11. Agrees to comply with all contract provisions found in **Exhibit D** of this document, where applicable.
12. **Failure to comply with any applicable federal requirements can and may result in the termination of the contract and disbarment of contractor.**

Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2025.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM FOR CITY:

BY: _____
Josephine Ramirez-Solis, City Attorney

A&A VILLA CONSTRUCTION, LLC

BY:_____
Manuel Villa, President
A&A Villa Construction, LLC
4300 South M
McAllen, Tx 78503

Attachments: **Exhibit "A" Proposal**
Exhibit "B" Certificate of Insurance
Exhibit "C" Wage Decisions
Exhibit "D" Contract Provisions

EXHIBIT “A” – PROPOSAL QUOTE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND CONTRACTOR NAME

EXHIBIT “B” - INSURANCE CERTIFICATE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND CONTRACTOR NAME

EXHIBIT "C" – WAGE DECISIONS

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND CONTRACTOR NAME

EXHIBIT "D" – CONTRACT PROVISIONS

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND CONTRACTOR NAME

SAM.GOV®

A&A VILLA CONSTRUCTION LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
MYFZX6AXL5K7	**9ZY00**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jun 3, 2026**	
Physical Address	Mailing Address	
1312 E Helena AVE **Mcallen, Texas 78503-2092** **United States**	**1312 E Helena AVE** **Mcallen, Texas 78503-2092** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jun 5, 2025	**Jun 3, 2025**	**Aug 29, 2024**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 10, 2010	**Dec 23**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**9ZY00**

Points of Contact

Electronic Business

Manuel Villa

1312 East Helena AVE.
Mcallen, Texas 78503
United States

Government Business

Manuel Villa

1312 East Helena AVE.
Mcallen, Texas 78503
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236220**	**Commercial And Institutional Building Construction**
	236210	**Industrial Building Construction**
	238160	**Roofing Contractors**
	238910	**Site Preparation Contractors**

Disaster Response

This entity does not appear in the disaster response registry.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Rick Puente Insurance PO Box 1514 San Juan TX 78589	CONTACT NAME:	
	PHONE (A/C, No, Ext): 956-782-8425	FAX (A/C, No): 956-782-8426
	E-MAIL ADDRESS: rickpuenteins@gmail.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACCREDITED SPECIALTY INSURANCE CO	
INSURED: A&A VILLA CONSTRUCTION LLC 1312 E HELENA AVE MCALLEN TX 78503	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			2ACPTX17S03430220	02/10/2025	02/10/2026	EACH OCCURRENCE	$ 1,000,000
	✓ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL CONTRACTOR

PROJECT: LA MANSION HEALTH CLINIC MISSION TX
2218 N MOOREFIELD RD
MISSION, TX 78572

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 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 RICARDO PUENTE

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City of Edinburg

RFB: 2025-12

Fire Station No.3 HVAC Improvements

to include new ducts and vents

City of Edinburg
415 W University
Edinburg, TX 78541

CRC

Development & Construction Co., LLC

Synergetic Solutions

CRC

Development & Construction Co., LLC

Synergetic Solutions

To whom it may concern:

Hello and greetings. My name is Carlo Cantu, and I am the President of CRC Development & Construction Company, LLC. I would like to introduce our company and offer a brief synopsis of my background and experiences. We offer years of knowledge and experience that has continuously grown over the last 32 years as described on my attached resume and previous work experience. In my time involved in the general contracting industry, I have always been responsible for the oversight and flow of all daily operations in all phases of the construction process from award through completion and turnover. Attached herein is a list of some of my past contracts I managed, and resume for your review. In the years of being involved in the architectural/engineering and construction industries, I've developed a unique and distinct skill set. My credentials involve rigorous instruction, training, and proven leadership qualities. My education and technical credentials are vast, which include a Master of Architecture from Texas Tech University.

My educational and hands on experience has enabled me the ability to comprehend all areas involved in today's architectural, engineering, and construction fields, which are extremely essential for successful project management in design, construction, or design-build. In my career, I have performed design, design-build, and general contracting project management services on a wide variety of projects. With 32 years of combined training and supervision which include working alongside numerous architects, engineers, and clients, my architectural, construction, and industry acumen has enabled me to obtain the welcomed competence that the construction and design professions demand.

In addition to the aforementioned, my architectural-construction experience includes master and site planning, complete building design, facility studies, programming, additions and renovations, code compliance reviews, ADA reviews and assessments, roof analysis & design, project management, change order preparation, construction supervision, trade coordination, building demolitions, asbestos abatements, and complete owner relations. I have been involved in all phases of the construction/architectural industry, from schematic design through completed construction.

Facility types in which I have obtained architectural and construction project management experience include but not limited to administrative suites, courtrooms, churches, museums, gymnasiums, educational facilities, science labs, learning/resource centers, vocational and agricultural facilities, medical facilities, athletic field houses, police & fire stations, industrial food & beverage, warehouses, downtown beautification projects, and complete educational K-12 and higher education master planning, design, and construction. My considerable experiences have given me vast technical expertise and competence sought in the general contracting and design industry.

My mission has always been to deliver high quality design and construction services with integrity. My experience and credentials in the methodology of interpreting design and building systems to the current day construction industry is considerable, and my business practices have always been matter of fact and rooted in experience. I look forward to the opportunity of working with your organization on this project and any future contracting services your organization might endure. If you should have any questions or need clarification, please do not hesitate to contact me anytime. Thanks for your thoughtful consideration.

Respectfully submitted,

Carlo Cantu, President

CRC Development & Construction Company, LLC, 2016 S 45th St, McAllen, Texas 78503

(208) 972-1192 • info@crcdesign-build.com • ID PWL 032657 – AA - 3 • OR 229057 • WA 604-531-408

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
CRC Development & Construction Co.LLC
2016 S 45th St.
McAllen, TX 78503

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
8111 LBJ Freeway, Suite 530
Dallas, TX 75251

OWNER:
(Name, legal status and address)
City of Edinburg

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.

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% GAB)

PROJECT:
(Name, location or address, and Project number, if any)
Fire Station No.3 HVAC Improvements

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 April 2, day of 2025

(Witness)	CRC Development & Construction Co.LLC *(Contractor as Principal)* *(Seal)*
	By:
	(Title) Carlo Cantu, President
(Witness) Jeremy Farque	Old Republic Surety Company *(Surety)* *(Seal)*
	(Title) Tommy Mulanax, Attorney In Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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ACD43070810

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: JIM WHORTON, TOMMY G. MULANAX, ROSEMARIE LOPEZ, JEREMY FARQUE, KARLA DOMKE
MELANIE WOLTERS of AUSTIN, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this `14th day of June, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this `14th day of June, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5970

Signed and sealed at the City of Brookfield, WI this 2nd day of April, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

JIM WHORTON & ASSOCIATES, INC.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position? NO
  - a member of a Board, Council or Committee that may participate in the City's selection or award process? NO
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position? NO
  - a member of a Board, Council or Committee that may participate in the City's selection or award process? NO
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)? NO

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)? NO

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered? NO

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 2-25-2025

_____

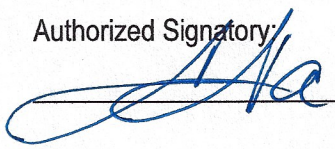
Printed Name and Title:

CARLO CANTU, President

Company/Vendor Name:

CRC DEVELOPMENT & CONSTRUCTION CO. LLC

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: CRC DEVELOPMENT & CONST. CO. LLC
(Full, correct legal name)

- Address: 2016 S. 45th ST
  McAllen, TX. 78503
- Telephone/Fax: 208-972-1192
- Email address: carlo@crcdesign-build.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes✓ No____

4. Where is the Company's corporate headquarters located? Texas

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No✓

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

   c. State the number of full-time employees at the Edinburg office. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No✓

   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: CARLO CANTU
   Address: 2016 S. 45th ST, McAllen, TX 78503
   Telephone: 208-972-1192
   Fax: N/A
   Email: carlo@crcdesign-build.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (✓).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
CRC DESIGN-BUILD SYSTEMS, dissolved Idaho LLC

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

CARLO CANTU, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of CRC DEV-CONCO LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

Subscribed and sworn to me this 25 day of Feb 2025.

By: _____

Brooke Cantu
My Commission Expires
6/6/2027
Notary ID134394378

Notary Public

My commission expires 6/6/2027

HOUSE BILL 89 VERIFICATION

I, CARLO CANTU, the undersigned representative of

CRC DEVELOPMENT & CONST. CO. 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:

CARLO CANTU, President

TYPE/PRINT NAME AND TITLE:

2-25-2025

DATE:

SENATE BILL 13 VERIFICATION

I, CARLO CANTU, the undersigned representative of

CRC DEVELOPMENT/ CONST CO. 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:

CARLO CANTU, President

TYPE/PRINT NAME AND TITLE:

2-25-2025

DATE:

SENATE BILL 19 VERIFICATION

I, CARLO CANTY, the undersigned representative of CRC DEVELOPMENT & CONST. CO. LLC (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

CARLO CANTY President

TYPE/PRINT NAME AND TITLE:

2-25-2025

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.**

CRC DEVELOPMENT & CONSTRUCTION CO. 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.**

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

2-25-2025

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: CRC

Reference Company Name: Gomez Mendez Saenz

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: _____

Printed Name: Ray Sanchez

Date: 2-20-2025

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: CRC Development & Const Co.

Reference Company Name: The Warren Group

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____ Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: [signature]

Printed Name: Nate Perez

Date: 2-22-2025

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Carlo Cantu - CRC

Reference Company Name: Boltinghouse Simpson Gates

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____ Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: [signature]

Printed Name: Robert Simpson

Date: 2-22-2025

CRC

Development & Construction Co., LLC

Synergetic Solutions

RE: Previous Work References

Below is a list of our past and current projects that demonstrate similar size and scope:

1. College of Western Idaho - ITB 01-2019 – Utility & Infrastructure Project in Support of Modular Buildings

   - College of Western Idaho
     Aaron Whitman, Facilities Planning Manager
     208-562-2654 -office, 205-577-0428 – cell
     aaronwhitman@cwi.edu
     ITB 01-2019 – Utility & Infrastructure Project in Support of Modular Buildings
   - Awarded Contract Amount - $732,000
   - Final Contract Amount - $794,509
   - Provided utility infrastructure for Higher Education Facility expansion (sewer, water, storm, electrical) to new modular buildings on campus along with finish concrete work and landscaping. Project similar in size and duration to Spokane County Courthouse Renovations.
   - Assessment:
     1. Quality control was achieved by having open communication with the owner and with subcontractors. Project schedule was created and shared with subcontractors to give feedback on the length provided for their scope of work. Superintendent was on site daily to oversee work being done and OAC meetings were held monthly to get owner feedback.

     2. Project completion dates were met, it was determined with the owner that landscaping efforts would be most beneficial in the warmer months of spring, so substantial completion was carried over into spring months.

     3. A large portion of the contract was subcontracted to a local/vetted electrical company known for their product delivery. Sewer and water installed by operators with years of experience and finish concrete and landscaping also performed by experienced firms.

     4. Management of subcontractors was achieved through open communication and feedback as well as maintaining a current schedule.

     5. Project management provided transparency in communication for change orders, pricing requests and ASI as requested, and always kept lines of communication open.
     6. Complied with contract requirements through daily superintendent communication, complete and timely submittals to ensure project conformance with plans and specs, and proper project closeout documentation.

2. City of Boise – SFB 20-051 – Office of Police Oversight Tenant Improvements

   - City of Boise
     Yorick de Tassigny, CFM, Building Planning/Maintenance Manager
     208-608-7186 – office
     ydetassigny@cityofboise.org
     SFB 20-051 – Office of Police Oversight Tenant Improvements
   - Awarded Contract Amount - $175,832
   - Final Contract Amount - $175,832
   - The project was a general tenant improvement to construct an office and improvements to an existing service desk to include new finishes, installation of security panels, and modification of a service counter at City Hall. Project similar in scope involving demolition, metal stud framing, sheetrock and finishes for new walls, hollow metal frame, new door installation and new floors.
   - Assessment:
     1. Subcontractors were hired/vetted for their known workmanship. This was a small project so a fair amount of the work was completed in-house.

     2. The project was completed within given time for completion. Project closeout was affected by COVID-19, but we were still able to deliver a finish product within the time-frame given.

     3. All work performed was done so by experienced personnel in respective fields to produce a the finish product desired by the owner.

     4. Management of subcontractors was achieved through open channels of communication and feedback.

     5. Project management ensured timely responsiveness to all requests, timely submittals, transparency in project progression and open channels of communication with the owner representatives.

     6. Complied with contract requirements through daily superintendent communication, complete and timely submittals to ensure project conformance with plans and specs, and proper project closeout documentation.

3. State of Idaho, Division of Public Works – DPW 18191 - Boise State University Lab Space Renovations – MPC Building

   - State of Idaho, Division of Public Works
     Jimmy O'Connor, Owner Representative, Hutchison Smith Architects, P.A.
     208-338-1212 – office
     joconnor@hsaarchitects.com
     DPW 18191 – MPC Lab Space Renovations
   - Awarded Contract Amount - $1,132,000
   - Current Contract Amount - $1,139,477.08

- Remodeled the MPC Room 121 into two Biology Teaching Labs with a shared Lab Prep Room. The work included demolition of existing lay-in ceiling grid and tiles, removal of raised access floor, demo of (2) offices, mechanical and electrical demo as required. New work included new partition walls, new grid ceiling, new concrete floor. The new labs and prep area include new counters, casework, fume hoods, lab sinks, flooring, emergency eyewash/showers as well as associated mechanical, plumbing, fire sprinkler modifications, electrical, communications and fire alarm work. Project similar in both size and scope to Spokane County Courthouse Renovations.
- Assessment:
  1. Quality control was achieved by having open communication with the Architect, owner and subcontractors. A project schedule was created and shared with subcontractors prior to start of work, giving them the opportunity to give feedback on the length provided for their scope of work. A Superintendent was on site daily to oversee work being done and OAC meetings were held monthly to get owner feedback.

  2. This project was affected by COVID-19 shutdowns on campus. There have also been several owner requested change orders that have delayed the project's on-time completion. This project is currently substantially complete, and waiting on two owner requested change orders to finish.

  3. All subcontractor work completed on this project was done so by experienced, skilled labor in each discipline.

  4. Subcontractor management was accomplished with open lines of communication, daily interaction with superintendent and responsiveness from project manager for RFI/subcontractor needs to perform their scope of work properly and efficiently.

  5. Project management was in almost daily communication with the Architect on this project. The open lines of communication and responsiveness in both directions made administration and management of the project day to day hurdles much more manageable.

  6. Complied with contract requirements through daily superintendent communication, complete and timely submittals to ensure project conformance with plans and specs, and proper project closeout documentation. Project manager used State of Idaho project management platform to communicate and share documents via their known portal.

4. Independent School District of Boise City – Jefferson Elementary Cafeteria Addition

   - Independent School District of Boise City
     Ed Niehay, Capital Projects Manager
     208-854-6756 – Office, 208-890-1016 – Cell
     ed.niehay@boiseschools.org

     Casey Huse, Owner Representative, Lombard Conrad Architects

CRC

Development & Construction Co., LLC

Synergetic Solutions

208-345-6677 – Office

caseyh@lcarch.com

Jefferson Elementary Cafeteria Addition

- Awarded Contract Amount $1,732.000
- Current Contract Amount $1,732,000
- The project consists of a new free standing cafeteria/kitchen, associated site work and new playground and landscaping. Work thus far has included demolition of existing playground to create space for new cafeteria and playground, tie in sewer and water, foundation, stem wall and slab, new block building structure and structural steel, new site concrete, asphalt and landscaping. New block building to include kitchen and cafeteria spaces, restrooms and mechanical room. Project similar in size and scope to Spokane County Courthouse Renovations.
- Assessment:

  1. Subcontracts were awarded to vetted contractors known for their quality of work within their discipline. Daily oversight by project Superintendent and monthly OAC meetings as well as monthly field reports done by engineers on the project ensure continued quality.

  2. This is a current project – projected completion 12/22/20.

  3. All subcontractor work completed on this project has done so by experienced, skilled labor in each discipline.

  4. Subcontractor management has been accomplished with open lines of communication, daily interaction with superintendent and responsiveness from project manager for RFI/subcontractor needs to perform their scope of work properly and efficiently.

  5. Project management has provided timely submittals, responsive action requested in all engineer field reports, use of Architect/Engineer project management system to share documentation via their known means and monthly OAC meetings to maintain open lines of communication.

  6. Complied with contract requirements through daily superintendent communication, complete and timely submittals to ensure project conformance with plans and specs.

Should you have any questions or need for clarification, please do not hesitate to contact me anytime.

Respectfully submitted,

Carlo R. Cantu

Carlo Cantu, President

CRC Development & Construction Company, LLC

208-972-1192 - carlo@crcdesign-build.com

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	CRC DEVELOPMENT & CONSTRUCTION CO. LLC		
Corporate Office	MCALLEN, TX		
Name:	CARLO CANTU	Phone number:	208-972-1192
Title:	President	Email address:	carlo@crcdesign-build.com
Business address of corporate office:	20165. 45th ST. MCALLEN, TX 78503		
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:	8-2017	State in which Business was formed:	ID
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:	CARLO CANTU	Title:	President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ No Limit
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ 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:	CARLO CANTU	
Safety Certifications None		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ ✓ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Liberty Mutual
Surety is a corporation organized and existing under the laws of the state of:	TEXAS
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	

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)
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No

Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

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:	3
Estimate of revenue for the current year:	$1,000,000
Estimate of revenue for the previous year:	$ 850,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	32			
As a general contractor:	25	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: CRC DEVELOPMENT & CONSTRUCTION CO. LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: CARLO CANTU
(typed or printed)

Title: President
(typed or printed)

Date: 2-25-2025
(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:
2016 S. 45th ST
McAllen, TX 78503

Designated Representative:

Name: CARLO CANTU
(typed or printed)

Title: President
(typed or printed)

Address:
2016 S. 45th ST.
McAllen, TX 78503

Phone: 208-972-1192

Email: Carlo@crcdesign-build.com

Schedule A—Current Projects NONE AT PRESENT

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 SEE ATTACHED

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 SEE ATTACHED

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals SEE ATTACHED

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference) SEE ATTACHED

Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)

Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual	CARLO CANTU		
Years of experience as project manager	32		
Years of experience with this organization	32		
Number of similar projects as project manager	SEE ATTACHED		
Number of similar projects in other positions	100+		
Current Project Assignments N/A			
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	

Carlo R. Cantu

2016 S 45th St. McAllen, TX 78503
(208) 972-1192 – carlo@crcdesign-build.com

Qualifications:

With 32 years of combined experiences that cover all areas of the architectural, engineering, and construction industry, I aim at providing all personnel associated with, the opportunity to experience and better understand the highest level of architectural and construction methods, means, and functions.

Work Experience

Senior Project Manager

MH Construction Inc.

Kennewick, Washington - January 2018 to January 2019

As Senior PM I was involved with all phases of the general contracting process from pre-construction bid solicitation through completed project acceptance and turnover. I was responsible for the daily operations of assigned awarded contracts. I had daily interaction with job site superintendents, project engineers, and I served as the main point of contact between project owners, architects, and consultants.

Director of Architectural Services

RADIX Construction

Nampa, Idaho - November 2016 to October 2017

Responsible for the daily operations of the architectural division. Served as main point of contact between consulting engineers and owners for architectural services. Involved with the design process from schematic design through building permit entitlement. Architectural projects were both conventional Design-Bid-Build and Design-Build.

Project Manager

Engineered Structures Inc. (ESI)

Meridian, Idaho - August 2015 to October 2016

Involved with all phases of the construction process from pre-bid to closeout of commercial construction projects. Responsible for the daily communication and flow of construction schedule alongside superintendents and respective owner representatives.

Senior Project Manager

HighMark Construction Company (HMC)

Mission, Texas, - September 1998 to August 2015

I was responsible for all daily operations and phases of running a general contracting and design-build company. In my 17 years with HMC, I gained valuable hands on experience with all phases of the Design-Build process covering schematic design through construction turnover and closeout. Was also responsible for hands on training of personnel, direction of construction document production and review, and ultimately completion of awarded construction and design-build contracts.

Intern Architect

V-A Architecture / McClarty - Baker Inc.

McAllen, Texas / Fort Worth, Texas - June 1992 to August 1998

As intern architect I was involved with construction document production, design code data review, red lining, and training of new staff. I contributed to all phases of the design process from schematic design through completed construction administration. During my architectural internship I gained vital communication and leadership qualities involved in the design-build industries. Was also involved with team-oriented design groups and involved with coordination of consultant engineers and owner relations.

Education:

Master of Architecture - May 1998 **Texas Tech University –** Lubbock, Texas

Associate in Arts – May 1993 **Central Christian College –** McPherson, Kansas

Career Overview:

Summary of responsibilities, experiences, and duties performed during my career include but not limited to the following:

- Manage the performance and assist in training project management staff
- Vet personnel for new managers, superintendents, and administrative hires
- Meet or exceed profit projections for each project
- Provide oversight with pre-construction deliverables
- Develop project work plans and establish operational priorities
- Develop scopes of work and buy-outs
- Manage cost control, billings, collections, and change orders
- Understanding of cost estimating, budgeting, and forecasting
- Key point of contact with Owners, Architects, and Consultants
- Support jobsite and self-performed trade management
- Oversight of financial reviews, critical path milestones, and customer satisfaction
- Manage sub-contractors on change orders, proposal request, and contingencies
- Supervise completion of punch list items and follow up on warranty work
- Develop and maintain relationships with new and existing customers
- Partner with superintendents in development of project site logistics
- Understanding and preparation of construction and design contracts
- Oversee and prepare monthly pay request
- Analyze and forecast quarterly total cost projections
- Implement and monitor training of all staffing personnel and project labor
- Monitor project quality control
- Develop and lead project close-out processes
- Maintain effective relationships with vendors, sub-contractors, and consultants
- Contribute to business development and participate in presentation preparation delivery
- Oversee all WIP and Development
- Manage submittal and RFI logs to ensure proper project flow
- Coordinate material testing for all projects
- Lead the coordination with project designer in translating design into CD's
- Coordinate and lead project teams with all disciplines through the development of CD's
- Perform Code Reviews for projects with all disciplines
- Coordinate and assign team task, goals, and deliverables with design team members
- Performed detailed punch list upon completion to expedite final acceptance by owner
- Lead bi-weekly progress meetings to ensure all issues were current and resolved

Carlo R. Cantu

2016 S 45th St. McAllen, TX 78503
(208) 972-1192 – carlo@crcdesign-build.com

Qualifications:

I've excelled in working hand and hand with various personnel during all phases of the design and building process. I also possess first hand, detailed architectural and engineering understanding including administration of multiple facility types from schematic design through accepted completed construction and closeout. Below is a list of ground up and tenant improvement projects completed under my direct supervision as project manager from pre-bid through completed construction.

Year	Price	Project Description	Location	Owner
2002	$375,000	Hidalgo County Shooting Range	Edinburg, TX	Hidalgo County
2003	$710,000	Hidalgo County Precinct No.4 Offices	Edinburg, TX	Hidalgo County
2004	$2,350,000	Pavilion Enclosures-7 Elementary Schools	La Joya, TX	La Joya ISD
2004	$610,000	City of Hidalgo Library Addition	Hidalgo, TX	City of Hidalgo
2005	$1,410,000	Custom Residence for Dr. Mark Harrison	Mission, TX	Dr. Mark Harrison
2005	$3,640,000	New Gym & Remodel for Hidalgo Elem.	Hidalgo, TX	Hidalgo ISD
2005	$2,550,000	Cancer Center for Urology Clinics of Texas	Dallas, TX	Urology Associates
2006	$695,000	Palmview High School Ag-Barn	La Joya, TX	La Joya ISD
2007	$2,100,000	Don Johnson Dodge, Jeep, Chrysler	Brownsville, TX	Don Johnson
2007	$2,370,000	New Police & Fire Station	Mission, TX	City of Mission
2008	$1,150,000	New Classroom Addition	Hidalgo, TX	Valley View ISD
2009	$1,720,000	La Feria Boys & Girls Club	La Feria, TX	City of La Feria
2010	$3,470,000	Veterans Memorial High School Addition	Mission, TX	Mission ISD
2010	$1,000,900	Mims Elem. Kitchen renovation & Addition	Mission, TX	Mission ISD
2010	$3,780,000	PSJA North High School Addition	Pharr, TX	PSJA ISD
2011	$750,000	Headstart Clinic Addition	Edinburg, TX	Hidalgo County
2012	$3,200,000	PSJA Southwest High School Field House	Pharr, TX	PSJA ISD
2013	$2,100,000	St. Eugene Church	Brownsville, TX	Catholic Diocese
2013	$2,560,000	City of McAllen Sports Complex	McAllen, TX	City of McAllen
2013	$3,850,000	City of McAllen Police Station Addition	McAllen, TX	City of McAllen
2013	$2,100,000	City of Mission Downtown Renovations	Mission, TX	City of Mission
2013	$2,225,000	Texas Tropical Behavioral Health Center	Brownsville, TX	State of Texas
2013	$955,000	City of San Benito Tax Office	San Benito, TX	City of San Benito
2014	$775,000	St. Joseph's Classroom Addition	Edinburg, TX	Catholic Diocese
2014	$925,000	Mercedes ISD North Elem. Classroom Add.	Mercedes, TX	Mercedes ISD
2014	$385,000	Mercedes ISD Kennedy Elementary Demo	Mercedes, TX	Mercedes ISD
2014	$2,215,000	San Cristobal Church	Mission, TX	Catholic Diocese
2015	$895,000	Popeye's Chicken	Amon, ID	Popeye's Chicken
2015	$980,000	Popeye's Chicken	Twin Falls, ID	Popeye's Chicken
2016	$575,000	Wal-Mart Renovation	West Valley, UT	Wal-Mart
2016	$1,400,000	Caliber Collision	Surprise, AZ	Caliber Collision
2016	$1,800,000	Obendorf Hops Facility	Wilder, ID	Obendorf Farms
2017	$3,100,000	KJ's Convenience Store & Car Wash	Kuna, ID	KJ's C-Stores
2018	$1,200,000	Bush Retail Center	Richland, WA	Bush Family Trust
2018	$575,000	Community First Bank Renovations	Kennewick, WA	Comm. First Bank
2018	$350,000	BMW Motors – Tri Cities	Richland, WA	BMW
2018	$325,000	Pioneer Elementary Renovations	Sunnyside, WA	Sunnyside Sch District
2018	$14,150,000	Red Rock Elementary Modernization	Royal City, WA	Royal City School Dist.
2019	$1,785,000	Jefferson Elementary Cafeteria	Boise, ID	Boise School Dist.
2020	$1,680,000	Spokane County Court House Renovations	Spokane, WA	Spokane County
2020	$1,445,000	Nez Perce Co. Juvenile Detention Addition	Lewiston, ID	Nez Perce County
2022	$866,000	South Texas College Interior Renovations	McAllen, TX	South Texas College

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 25th day of February, 2025.

CRC DEVELOPMENT & CONST CO. LLC
Name of Bidder

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 #)
HVAC EQUIPMENT		TBD

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
HVAC EQUIPMENT	TRANE / LENNOX / CARRIER
Electrical Equipment	Per Spec

BIDDER

Executed this: 15th Day of : April 20. 25

By: CRC DEVELOPMENT & CONSTRUCTION CO. LLC
BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 15th day of April 2025

NOTARY PUBLIC

Brooke Cantu
My Commission Expires
6/6/2027
Notary ID134394378

END OF SECTION

CRC

Development & Construction Co., LLC

Synergetic Solutions

2-25-2025
CRC Development & Construction Company, LLC
2016 S 45th St.
McAllen, TX 78503

Dear City of Edinburg:

The Undersigned party certifies that CRC Development & Construction Company, 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 disclosures 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 convinced of (nor found by a civil judgement 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 offence indicating a lack of business integrity or business honesty, within five years of the date of this certification.

CARLO CANTU
Printed Name

Signature

President
Position in bidding company

2-25-2025
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

CARLO CANTU, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

CRC DEVELOPMENT & CONST. CO. 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 2-25-2025.
[Date]

Brooke Cantu
My Commission Expires
6/6/2027
Notary ID 134394378

Notary Public in and for the State of TEXAS

Brooke Cantu
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 6/6/27
[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: CRC DEVELOPMENT & CONST. CO. LLC
State of Incorporation: TX
Mailing Address: 2616 S. 45th ST MCALLEN, TX 78503

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

CARLO CANTU, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

2-25-2025
[Typed Date]

END OF DOCUMENT

THE CITY OF Edinburg

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

CRC DEVELOPMENT & CONST CO LLC
[Typed Name of Company:]

CARLO CANTU, President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

2-25-2025
[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#)***: HMMYFYQNYT93 ~~L46FAAYY2W43~~

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.

THE CITY OF Edinburg

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: 4-15-2025

Company/Vendor Name: CRC DEVELOPMENTS CONST. CO. LLC

Printed Name and Title: CARLO CANTU, President

Authorized Signatory:

THE CITY OF Edinburg

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: 4-15-2025

Company/Vendor Name: CRC DEVELOPMENT & CONST. CO. LLC

Printed Name and Title: CARLO CANTU, President

Authorized Signatory: [signature]

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: CRC DEVELOPMENT / CONSTRUCTION CO. LLC

Address and Zip Code: 2016 S. 45th ST. MCAllen, TX 78503

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.

CARLO CANTU

(Name and Title of Signer – please type)

Signature

4-15-2025

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: CARLO CANTU

Title of Contractor's Authorized Official: President

Date: 4-15-2025

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.

CARLO CANTY — NAME

President — TITLE

SIGNATURE

4-15-2025 — DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

CARLO CANTU, being the first duly sworn, deposes and says that:

1. He/she is President of CRC DEVELOPMENT & CONST. CO. 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: 4-15-2025

Title: President

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant CITY OF Edinburg

Project Number 2025-12

Contractor/Engineer CRC/Trinity

Address, City, State, and Zip 415 W University Dr., Edinburg, TX 78541

Contact Person Criselda Lozano Telephone No 956-388-8964

Amount of Contract TBD MBE Percentage 22% WBE Percentage: 0

1. MBE HVAC Sub Subcontractor TBD
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 4-15-2025

Signature: [signature]

Company Name: CRC DEVELOPMENT & CONSTRUCTION CO. LLC

Title: President

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Edinburg F.D. No.3 HVAC IMPROVEMENTS Date: 4-15-2025

Location: Edinburg, TX Project No.: 2025-12

(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

CARLO CANTU, whose signature appears below, to supervise the payment

of (my) (our) employees beginning MAY, 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)

CRC DEVELOPMENT & CONSTRUCTION CO. 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.

TCS
TEXAS CHILLER SYSTEMS

June 24, 2025

City of Edinburg

Ref: Edinburg Fire Station #3

Texas Chiller Systems is pleased to present our offer to perform the following scope of work complete with supervision, tools, material, fixtures, labor, insurance, and incidentals.

- Mechanical scope based on Design and Development plans and specifications dated 1/28/2025.
- Demo and remove from site existing DX AHU, and CU as indicated on pg. MDSP01.
- Demo and remove from existing refrigeration lines as indicated on Pg. MDSPO1.
- Install new DX AHU and CU, complete with new refrigeration piping and insulation as indicated on pg. MP01.
- Install new ductwork, complete with insulation as indicated on pg.MP01.
- The proposal cost is based on TCS standard working hours.

Mechanical
AHU-1 - 3 TON DX
AHU-2 – 2 TON DX

Alternat #1
SLVS-1,2,3 – 8' Ceiling Fan

The price for the above scope for Mechanical ..... $ 129,000.00

Alternate #1 ADD $145,000.00
As indicated on MP01(Install 3 – HVLS Fans)

Alternate #2 ADD.....$100,000.00

Not including tax, bond or engineering.

14829 Bulverde Rd.
San Antonio, TX 78247
210-650-9972 Office 210-650-9973 Fax
TACLA 4767C TECL 30517 MPL-M42795
Regulated by the Texas Department of Licensing & Registration
PO Box 12157 Austin, TX 78711 800-803-9202

TCS
TEXAS CHILLER SYSTEMS

Exclusions:

- Delays and Disruptions out of TCS's control.
- Infection control.
- Dust control.
- Dumpster or dumpster fees.
- The identification and or removal of Asbestos Containing Materials of any nature.
- Site utility work of any kind.
- Roof penetrations or patching.
- Electrical.
- Controls and wiring.
- Roof penetrations or patching.
- Fire Protection of any kind.
- Warranty on any existing equipment.
- Any scope of work not clearly indicated in the bid documents.

PLEASE NOTE

Material costs have been calculated based on the current prices for labor, equipment and materials. However, current economic conditions have created market volatility and sudden price increases may occur. If prices escalate due to tariffs, material shortages, labor unavailability, or any other event beyond TCS' control, TCS will be entitled to an equitable adjustment to the contract sum.

Unless otherwise agree to in writing, a quotation provided by TCS may be accepted up to 30 days from the quotation date, after which TCS reserves the right to amend or withdraw it.

In order to accept this offer, the attached Texas Chiller Systems Agreement must be fully filled out, executed by an authorized agent/officer, and returned to Texas Chiller Systems within thirty (30) days of the date of this offer. This offer cannot be accepted in any other manner.

Please call me if you have any questions about this offer.

Sincerely,
Baldemar Quintero
Texas Chiller Systems

14829 Bulverde Rd.
San Antonio, TX 78247
210-650-9972 Office 210-650-9973 Fax
TACLA04767C TECL 30517 MPL-M42795
Regulated by the Texas Department of Licensing & Registration
PO Box 12157 Austin, TX 78711 800-803-9202

TCS
TEXAS CHILLER SYSTEMS

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required, hereunder to be furnished by Texas Chiller Systems, shall be distributed and installed by others under Texas Chiller System's supervision but at no additional cost to Texas Chiller Systems. Purchaser agrees to provide Texas Chiller Systems with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Texas Chiller Systems agrees to keep the site clean of debris arising out of its own operation. Purchaser shall not back charge Texas Chiller Systems for any costs or expenses without Texas Chiller Systems written consent. Unless specifically noted in the statement of the scope of work or service undertaken by Texas Chiller Systems under this agreement, Texas Chiller System's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean-up, control, removal, or disposal of environment hazards or dangerous substances, to include but not limited to asbestos or PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Texas Chiller Systems shall not operate to compel Texas Chiller Systems to perform any work relating to Hazards without Texas Chiller Systems express written consent.

PAYMENT TERMS. Payment of invoices are due in Texas Chiller System's office within thirty (30) days of issuance of such invoice. Invoices not timely paid within these terms stated shall be considered past due, and are then subject to interest accruing at the rate of 1.5% per month.

PARTIAL BILLING TERMS. This project will be invoiced according to the following schedule:

1st invoice – 30% at contract execution
2nd invoice – 30% at equipment shipment from factory
3rd invoice – 35% at equipment start up
4th invoice – 5% at project completion

MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Texas Chiller Systems, then in the case of such a temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Texas Chiller Systems shall (a) be excused form furnishing said materials or equipment and (b) be reimbursed for the difference between the cist of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

Warranty. For new manufactured equipment: Texas Chiller Systems warrants that new manufactured equipment shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Texas Chiller Systems, for a period of one (1) year from date of installation. "Manufactured equipment" is defined as a motor driven unit with serial number, model number and identification tag. Individual parts, coils or pieces of manufactured equipment provided by Texas Chiller Systems do not fall under the one (1) year warranty period. Further, this warranty does not extend to any manufactured equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. Any repair work not covered by the one (1) year warranty defined above will have a thirty (30) day warranty for labor, but all parts or materials associated with these repairs will carry the manufacturer's warranty only. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If customer fails to pay all invoices in full, it is agreed that there shall be no warranty provided.

LIABILITY. Texas Chiller Systems shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Texas Chiller Systems or, alternatively, shall provide Texas Chiller Systems with acceptable taxes exemption certificates. Texas Chiller Systems shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

14829 Bulverde Rd.
San Antonio, TX 78247
210-650-9972 Office 210-650-9973 Fax
TACLA04767C TECL 30517 MPL-M42795
Regulated by the Texas Department of Licensing & Registration
PO Box 12157 Austin, TX 78711 800-803-9202

TCS
TEXAS CHILLER SYSTEMS

DELAYS. Texas Chiller Systems shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstances beyond Texas Chiller System's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delay caused by suppliers or subcontractors of Texas Chiller Systems, etc.

COMPLIANCE WITH LAWS. Texas Chiller Systems shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

VENUE. All invoices are due and payable in Texas Chiller System's office located at 14829 Bulverde Road., San Antonio, Texas 78247. In the event legal action is commenced to enforce payment of obligations, venue for such legal action shall be in Bexar County, Texas, and the undersigned agrees to pay whatever sum the court determines to be reasonable attorney's fees, plus all expenses and costs incurred.

INSURANCE. Insurance coverage in excess of Texas Chiller Systems standard limits will be furnished when requested and required. No credit will be given or premium paid by Texas Chiller Systems for insurance afforded by others.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days from the date above.

Acceptance of Proposal – The Above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:_____

Name of Company:_____

Purchase Order Number:_____

Signature:_____

Printed Name:_____

Title:_____

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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#)***: PR23BUY14HW8

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.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
AWARDING OF BIDS
Agenda Item No: 10.D.
RFB 2025-15 CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail

1. **Agenda Item:**
Consider Rejecting Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail. [Mardoqueo Hinojosa, PE, CFM, City Engineer]

2. **Description:**
On May 13, 2025, bids were opened for Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail. The Freddy Gonzalez Hike and Bike Trail project is a 10' sidewalk project adjacent to Freddy Gonzalez Dr. between Closner Blvd. (Bus US 281) and Raul Longoria Rd. with a pedestrian signal.

A total of 5 bids were received in response to the solicitation. Upon thorough review of all submissions, it was determined that none of the bids complied with the terms and conditions of the bid solicitation. As such, and in accordance with Texas Department of Transportation requirements, all bids have been deemed non-responsive.

TxDOT has provided a concurrence letter on submissions and has approved the City to advertise for bids again.

3. **Staff's Recommendation:**
Staff recommends Rejecting Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail.

Reviewed by:
Mardoqueo Hinojosa, City Engineer

Prepared by:
Patrizia Longoria, Engineer II

Attachments:
A. Bid Package

REQUEST FOR BIDS

2025-15

CSJ 0921-02-497 FREDDY GONZALEZ HIKE AND BIKE TRAIL

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, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR BIDS

CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail

I. Introduction.....
II. Legal Notice .....
III. Specifications.....
IV. Vendor Questionnaire.....
V. Pricing Proposal .....

Attachments:

A - Rules for Electronic Bidding

B - 00 CSJ 0921-02-500 Freddy Gonzalez H&B Trail ProjMan 220425

C - CSJ_0921-02-497_FREEDY_GONZALEZ_DRIVE_HIKE_AND_BIKE_TRAIL_250411

1. Introduction

1.1. Summary

The work of this project is the construction of The Freddy Gonzalez Hike and Bike trail along the Freddy Gonzalez Drive corridor between Closner Boulevard (Business US Highway 281) on the southside of the road. This consists of the area prep and construction of a 10-foot sidewalk including the ADA ramps. The adjusting of pedestrian crossing indication poles and necessary wiring and a new traffic signal and pedestrian crossing.

1.2. Background

This project is being funded in whole or in part by the Federal Highway Administration (FHWA) and Texas Department of Transportation (TxDOT). All federal requirements will apply to the contract, including the need for a **DBE goal and TxDOT prequalification's**.

Bidders on the work will be required to comply with all applicable federal requirements noted in FHWA Form 1273, including but not limited to, Civil Rights and Non-Discrimination, Equal Employment Opportunity, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, Davis-Bacon and Related Acts, Copeland 'Anti-Kickback" Act, Contract and Work Hours and Safety Standards Act, all applicable regulations found at 2 CFR Part 200, and the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Using steel or iron materials manufactured in the United State except when waived in accordance with Section 6L 1.2., "Buy America Exceptions." Bidders must also make positive efforts to use small and minority-owned businesses.

Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. ***The Texas Department of Transportation complies with predetermined wage rates provided by the Secretary of Labor and State statute listed in the United States Department of Labor's (USDOL) General Decisions, which are minimum wage rates to be paid accordingly for each specified work classification. The applicable wage rate for this project is effective 01-05-2025 and may be found in the project specifications manual.***

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.**

1.3. Contact Information

Patrizia Longoria
Engineer III
415 W University Drive
Edinburg, TX 78541

Email: plongoria@cityofedinburg.com
Phone: (956) 388-8211

Department:
Engineering

Department Head:
Mardoqueo Hinojosa
Engineering Director

1.4. Timeline

Release Project Date	April 23, 2025
Pre-Proposal Meeting (Non-Mandatory)	May 1, 2025, 10:00am A Non-Mandatory pre-bid meeting will be held via zoom and in person at the Emergency Operations venter (EOC) located inside the Edinburg Fire Department, 212 West McIntyre Street, Edinburg, TX. Join Zoom Meeting: https://cityofedinburg.zoom.us/j/83873392280?pwd=MK7qlGamPXJB8TPN2JidKLpkj4L1OR.1 Meeting ID: 838 7339 2280 Passcode: 918594
Question Submission Deadline	May 5, 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 CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail.

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 Operations Center (EOC) located inside the Edinburg Fire Department, 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. 2025-15" 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. 2025-15

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 Monday, May 5, 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 **90 days** without taking action.

2.2. Federally Funded Project

This project is being funded in whole or in part by the Federal Highway Administration (FHWA) and Texas Department of Transportation (TxDOT). All federal requirements will apply to the contract, including the need for a **DBE goal and TxDOT prequalification's**.

Bidders on the work will be required to comply with all applicable federal requirements noted in FHWA Form 1273, including but not limited to, Civil Rights and Non-Discrimination, Equal Employment Opportunity, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, Davis-Bacon and Related Acts, Copeland 'Anti-Kickback" Act, Contract and Work Hours and Safety Standards Act, all applicable regulations found at 2 CFR Part 200, and the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Using steel or iron materials manufactured in the United State except when waived in accordance with Section 6L 1.2., "Buy America Exceptions." Bidders must also make positive efforts to use small and minority-owned businesses

Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. ***The Texas Department of Transportation complies with predetermined wage rates provided by the Secretary of Labor and State Statue listed in the United States Department of Labor's (USDOL) General Decisions, which are minimum wage rates to be paid accordingly for each specified work classification. The applicable wage rate for this project is effective 01-03-2025 and may be found in the project specifications manual.***

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. Specifications

3.1. CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail

Please see Project Manual and Plans in attachments.

4. Vendor Questionnaire

4.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

4.2. If you have any proprietary documents, please attach the redacted document here.

4.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

4.4. Required Forms

*4.4.1. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*4.4.2. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*4.4.3. Please fill out and sign HB 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*4.4.4. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

*4.4.5. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

*4.4.6. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator

of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

*4.4.7. If awarded the 1295 form will need to be provided**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

☐ Yes
☐ No

*Response required

*4.4.8. Please ensure that tariffs related to this solicitation are included in the price, if applicable.**

☐ Please confirm

*Response required

4.5. Grant Required Certifications

*4.5.1. 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.

- SAM.UEI.Vendor_Information.pdf

*Response required

*4.5.2. Please fill out and sign the Non-Collusion Affidavit form and upload.***

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

*4.5.3. Please fill out and sign the Conflict of Interest form and upload.**

Please download the below documents, complete, and upload.

- Conflict_of_Interest_Disclo...

*Response required

*4.5.4. Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download the below documents, complete, and upload.

- Non-Lobbying_Certification.pdf

*Response required

*4.5.5. Please fill out and sign the Certificate Regarding Equal Employment Opportunity and upload.***

Please download the below documents, complete, and upload.

- EEO_Certification.pdf

*Response required

*4.5.6. Please fill out and sign the Clean Air & Water Certification and upload here.**

Please download the below documents, complete, and upload.

- Clean_Air_&_Water_Certifica...

*Response required

*4.5.7. Please fill out and sign the 2 CFR Part 200, Appendix II (L) and upload here.**

Please download the below documents, complete, and upload.

- Appendix_II_(L)_Domestic_Pr...

*Response required

*4.5.8. Please fill out and sign the Certificate from Contractor/Subcontract form and upload here.**

Please download the below documents, complete, and upload.

- Contractor-Subcontractor_De...

*Response required

4.6. Grant Required Information for Bidders

4.6.1. Applicable Regulation 2 CFR Part II

GRANT REQUIRED INFORMATION FOR BIDDERS. Please download and review the document.

- APPLICABLE_REGULATION_2_CFR...

4.6.2. TXDOT Wage-Rates 2025

GRANT REQUIRED INFORMATION FOR BIDDERS. Please download and review the document.

- TxDOT_Wage-Rates-2025.pdf

4.6.3. Davis-Bacon Labor Standards

GRANT REQUIRED INFORMATION FOR BIDDERS. Please download and review the document.

- Davis-Bacon_Labor_Standards...

4.6.4. Title 29 - Labor Regulation Information

GRANT REQUIRED INFORMATION FOR BIDDERS. Please download and review the document.

- APPLICABLE_LABOR_REGULATION...

4.6.5. Minority-Owned, Women-Owned Business

GRANT REQUIRED INFORMATION FOR BIDDERS. Please download and review the document.

- Minority-Owned,_Women-Owned...

5. Pricing Proposal

FREDDY GONZALEZ HIKE AND BIKE TRAIL

Line Item	Item	Code	Description	Unit of Measure	Quantity	Unit Cost
1	100	7002	PREP ROW	STA	81.97	
2	104	7011	REMOV CONC (DRIVEWAYS)	SY	153	
3	104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	1013	
4	104	7016	REMOV CONC (CURB)	LF	677	
5	110	7003	EXCAV (SPECIAL)	CY	697.01	
5a			excess to haul	CY	467.75	
6	132	6001	EMBANK (FNL)(OC)(TY A)	CY	229.26	
7	160	7002	FURN & PLACE TOPSOIL (4")	STA	80.67	
8	164	7021	HYDRO MULCH SEED (TEMP WARM)	SY	8594	
9	305	7003	SALV, HAUL & STKPL RCL APH PV (2" TO 4")	SY	437	
10	416	7004	DRILL SHAFT (24 IN)	LF	18	
11	416	7006	DRILL SHAFT (36 IN)	LF	28	
12	500	7001	MOBILIZATION	LS	1	
13	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	
14	529	7008	CONC CURB & GUTTER	LF	425	

Line Item	Item	Code	Description	Unit of Measure	Quantity	Unit Cost
15	530	7006	DRIVEWAYS (CONC)	SY	239	
16	531	7001	CONC HIKE & BIKE (10') SW (4")	SY	8967	
16a			*2" Sand Base	SY	8967	
17	531	7005	CURB RAMPS (TY 1)	EA	3	
18	531	7008	CURB RAMPS (TY 5)	EA	3	
19	531	7010	CURB RAMPS (TY 7)	EA	23	
20	531	7013	CURB RAMPS (TY 21)	EA	1	
21	550	7001	CHAIN LINK FENCE (INSTALL) 6'	EA	570	
22	550	7007	CHAIN LINK FENCE (REMOVE) 6'	EA	570	
23	618	7054	CONDT (PVC) (SCH 80) (2")	LF	91	
24	618	7064	CONDT (PVC) (SCH 80) (4")	LF	25	
25	618	7065	CONDT (PVC) (SCH 80) (4") (BORE)	LF	22	
26	620	7009	ELEC CONDR (NO.6) BARE	LF	409	
27	620	7010	ELEC CONDR (NO.6) INSULATED	LF	73	
28	621	7006	TRAY CABLE (4 CONDR) (12 AWG)	LF	275	
29	624	7005	GROUND BOX TY C (162911)	EA	1	

Line Item	Item	Code	Description	Unit of Measure	Quantity	Unit Cost
30	624	7006	GROUND BOX TY C (162911)w/APRON	EA	4	
31	644	7001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	18	
31a		D11-1	BIKE ROUTE	EA	1	
31b		M4-146	BEGIN	EA	1	
31c		R1-1	STOP	EA	17	
31d		R5-3	NO MOTOR VEHICLES	EA	17	
31e		W1-2L	CURVE LEFT	EA	2	
32	644	7073	REMOVE SM RD SN SUP&AM	EA	9	
33	666	7009	REFL PAV MRK TY I (W)6"(DOT)(100MIL)	LF	110	
34	666	7042	REFL PAV MRK TY I(W)(LNDP ARW)(100MIL)	EA	6	
35	666	7408	REFL PAV MRK TY I (W) (6") (BRK) (100MIL)	LF	1300	
36	666	7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	LF	1300	
37	666	7417	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	LF	8569	
38	677	7002	ELIM EXT PM & RKS (6")	LF	2105	
39	677	7008	ELIM EXT PM & RKS (24")	LF	35	
40	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	35	

Line Item	Item	Code	Description	Unit of Measure	Quantity	Unit Cost
41	680	7002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	
41a			*CONTROLLER W/CABINET	EA	1	
41b			*GROUND ROD	EA	5	
41c			*LUMINAIRE ON TRAFFIC SIGNAL POLE	EA	2	
42	682	7001	VEH SIG SEC (12")LED(GRN)	EA	4	
43	682	7003	VEH SIG SEC (12")LED(YEL)	EA	4	
44	682	7005	VEH SIG SEC (12")LED(RED)	EA	4	
45	682	7018	PED SIG SEC(LED)(COUNTDOWN)	EA	3	
46	682	7039	BACKPLATE W/REF BRDR(3 SEC)ALUM	EA	4	
47	684	7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	198	
48	684	7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	916	
49	684	7027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	LF	35	
50	684	7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	35	
51	686	7020	INS TRF SIG PL AM (S)STR(TY D)LUM	EA	2	
52	687	7001	PED POLE ASSEMBLY	EA	3	
53	688	7001	PED DETECT (APS)	EA	3	

Line Item	Item	Code	Description	Unit of Measure	Quantity	Unit Cost
54	688	7001	PED DETECTOR CONTROLER UNIT	EA	2	
55	752	7006	TREE REMOVAL (12" - 18" DIA)	EA	12	
56	5005	7001	REMOVABLE BOLLARD	EA	20	
57			***Materials Subsidiary to Pertinent Items	N/A		
[*] Denotes item is taxable Sales Tax (@ 8.25%)						

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

State of Texas Child Support Business Ownership Form

County: _____ Project Name: _____

TxDOT CSJ: _____ LG Project Number: _____

Business Entity Submitting Bid:_____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by Enter Local Government Name. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ _____

Signature Date

_____

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
BUDGET
Agenda Item No: 11.A.
2024-2025 Budget Transfers for the General Fund and Hotel Occupancy Tax Fund

1. **Agenda Item:**
Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Hotel Occupancy Tax Fund. [Ascencion Alonzo, Director of Finance]

2. **Description:**
The Finance Department is presenting the budget transfers requested by the City departments to transfer funds necessary to reflect current needs and the shift of priorities within the department's budget accounts.
City Manager

1. General Fund: FROM Rents & Contractuals TO Food, in the Amount of $700. [Myra L. Ayala, City Manager]

Fire

1. General Fund: FROM Travel, Training, Meetings; and Membership Dues, Subscriptions TO Recreation & Education, in the Amount of $4,850. [Omar Garza, Fire Chief]
2. General Fund: FROM Motor Vehicle Fuel TO Professional Services, in the Amount of $5,994. [Omar Garza, Fire Chief]
3. General Fund; FROM Printing; Rents & Contractuals- IT; Other; and Membership Dues, Subscriptions TO Professional Services, in the Amount of $26,648. [Omar Garza, Fire Chief]

Library

1. Hotel Occupancy Tax Fund: FROM Travel, Training, Meetings; Machines & Equipment; Building & Structures; and Office Supplies TO Professional Services; Marketing & Advertising; and Food, in the Amount of $46,731. [Leticia Leija, Director of Library & Cultural Arts]

Aviation

1. South Tx Int'l Airport at Edinburg Fund: FROM Other TO Rents & Contractuals, in the Amount of $40,663. [Eddie Velarde, Director of Aviation]

Ebony Hills Golf Course

1. Ebony Hills Golf Course Fund: FROM Marketing & Advertising; Motor Vehicles-Maintenance; and Utilities TO Communications Service Agreements; Rents &

Contractuals; Membership Dues, Subscriptions; Wearing Apparel; Building; and Motor Vehicles- Supplies, in the Amount of $2,045. [Javier Garza, Director of Parks & Recreation]

Los Lagos Golf Club

1. Los Lagos Golf Club Fund: FROM Professional Services; and Marketing & Advertising TO Utilities; Travel, Training, Meetings; Membership Dues, Subscriptions; Recreation & Education; Machines & Equipment; Botanical & Agricultural; Janitorial; and Machines & Equipment, in the Amount of $31,800. [Javier Garza, Director of Parks & Recreation]

3. Staff's Recommendation:

Approve the Budget Transfers for the Fiscal Year 2024-2025 Budget, as requested by the departments.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:

A. Budget Transfer Request Forms

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME General Fund

DEPARTMENT City Manager's Office

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Rents & Contractuals	1	0	0	-	0	2	0	0	-	5	1	2	2	4	0		$ 700
2					-					-								
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
									Total									$ 700

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Food Account	1	0	0		0	2	0	0		5	2	2	3	0	4		700
					-					-								
					-					-								
									Total									$ 700

See Attched Worksheet. The amount requested from the Rents and Contractuals Acct. is necessary to balance the deficit in the account in order to complete purchases & maintain a steady workflow for the end of yr.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. [signature] 06/24/25

2. [signature] 6/26/25

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. [signature] 06/30/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

Form Updated 4/19/2023

APPROVED BY: DATE:

4. [signature] 7/1/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME General

DEPARTMENT Fire

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Travel, Training, Meetings	1	0	0	-	2	5	0	1	-	5	1	3	2	0	0		$ 3,650
2	Membership Dues & Subscriptions	1	0	0	-	2	5	0	1	-	5	1	3	2	1	0		1,200
3																		
4																		
5					-					-								
6					-					-								
7					-					-								
											Total							$ 4,850

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Recreation & Education	1	0	0	-	2	5	0	1	-	5	2	2	3	0	3		$ 4,850
2																		
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
											Total							$ 4,850

EXPLANATION:

Transfer required to cover expenses for end of fiscal year (fire prevention materials and Sparky's Back to School Bash).

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. [signature] 9/3/25

Department Head

ROUTE TO FINANCE DEPARTMENT

APPROVED BY: DATE:

3. [signature] 7/9/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA AGUIRRE

REVIEWED BY: DATE:

2. [signature] 07/08/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME General

DEPARTMENT Fire

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Motor Vehicle - Fuel	1	0	0	-	2	5	0	0	-		5	2	2	3	0	5	$ 5,994
2					-					-								
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
																	Total	$ 5,994

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Professional Services	1	0	0	-	2	5	0	0	-		5	1	1	2	0	0	$ 5,994
2					-					-								
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
																	Total	$ 5,994

Notes: Transfer is required to cover expenses for firefighter physicals and annual testing of SCBA's and aerial and ground ladders.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. _____ 1/3/25

2. _____ 7/8/25

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. _____ 07/08/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ 7/9/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME General

DEPARTMENT Fire

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-		*Category						
1	Printing	1	0	0	-	2	5	0	0	-		5	1	2	2	3	0	$ 4,154
2	Rents & Contract	1	0	0	-	2	5	0	0	-		5	1	2	2	4	1	$ 12,494
3	Other	1	0	0	-	2	5	0	0	-		5	1	3	2	9	0	$ 5,000
4	Membership Dues & Subscr.	1	0	0	-	2	5	0	0	-		5	1	3	2	1	0	$ 5,000
5					-					-								
6					-					-								
7					-					-								
																	Total	$ 26,648

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-		*Category						
1	Professional Services	1	0	0	-	2	5	0	0	-		5	1	1	2	0	0	$ 26,648
2					-					-								
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
																	Total	$ 26,648

Notes: Transfer is required to cover expenses for firefighter physicals and annual testing of SCBA's and aerial and ground ladders.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)*
4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. _____ 7/3/25

2. _____ 7/8/25

Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. _____ 07/08/2025

Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ 7/9/25

City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME HOTEL & OCCUPANCY TAX FUND

DEPARTMENT CULTURAL ARTS

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-		*Category						
1	TRAVEL,TRAINING,MEETINGS	1	1	3	-	9	5	0	0	-		5	1	3	2	0	0	$ 23,000
2	MACHINES & EQUIPMENT	1	1	3	-	9	5	0	0	-		5	1	3	3	0	2	$ 8,231
3	BUILDING & STRUCTURES	1	1	3	-	9	5	0	0	-		5	1	3	3	0	6	$ 8,000
4	OFFICE SUPPLIES	1	1	3	-	9	5	0	0	-		5	2	1	3	0	0	$ 3,000
5	OFFICE SUPPLIES	1	1	3	-	9	5	0	0	-		5	2	1	3	0	0	$ 4,500
6																		
7																		
											Total							$ 46,731

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-		*Category						
1	PROFESSIONAL SERVICES	1	1	3	-	9	5	0	0	-		5	1	1	2	0	0	$ 23,000
2	PROFESSIONAL SERVICES	1	1	3	-	9	5	0	0	-		5	1	1	2	0	0	$ 8,231
3	PROFESSIONAL SERVICES	1	1	3	-	9	5	0	0	-		5	1	1	2	0	0	$ 8,000
4	MARKETING & ADVERTISING	1	1	3	-	9	5	0	0	-		5	2	2	2	0	5	$ 3,000
5	FOOD	1	1	3	-	9	5	0	0	-		5	2	2	3	0	4	$ 4,500
6																		
7																		
											Total							$ 46,731

Transfer request to cover expenses of festival and events for end of year expenditures FY 2024-2025.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. Letty Lerma 6/30/25

2. 7/1/25

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. 06/30/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. 7/1/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: GABRIEL MORENO

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME South Texas International Airport

DEPARTMENT Aviation

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Other	2	2	0	-	7	0	0	0	-		5	1	3	3	0	9	$ 40,663
2																		$ -
3																		$ -
4																		$ -
5					-					-								
6					-					-								
7					-					-								
																	Total	$ 40,663

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Rents and Contractuals	2	2	0	-	7	0	0	0	-		5	1	2	2	4	0	$ 40,663
2																		
3																		
4																		
5																		
6					-					-								
7					-					-								
																	Total	$ 40,663

Notes: Transfer is needed to keep account from going over budget for the rest of the fiscal year.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. [signature] 6/02/2025

2. ____/____/____

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

APPROVED BY: DATE:

4. [signature] 7/9/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

REVIEWED BY: DATE:

3. [signature] 07/08/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____ _____ *Initials*

DATE ENTERED TO INCODE: ____/____/____ _____ *Initials*

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME Ebony Hills

DEPARTMENT Ebony Hills

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	MARKETING AND ADVERTISING	2	3	0	-	7	1	0	0	-	5	2	2	2	0	5	$ 500
2	MOTOR VEHICLES - MAINTENANC	2	3	0	-	7	1	0	0	-	5	1	3	3	0	0	500
3	UTILITIES	2	3	0	-	7	1	0	0	-	5	1	2	2	2	0	1,045
4					-					-							
5					-					-							
6					-					-							
																Total	$ 2,045

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	COMMUNICATIONS SERVICE AGR	2	3	0	-	7	1	0	0	-	5	1	2	2	1	0	$ 400
2	RENTS & CONTRACTUALS	2	3	0	-	7	1	0	0	-	5	1	2	2	4	0	500
3	MEMBERSHIP DUES, SUBSCR	2	3	0	-	7	1	0	0	-	5	1	3	2	1	0	1,000
4	WEARING APPAREL	2	3	0	-	7	1	0	0	-	5	2	2	3	0	0	35
5	BUILDING	2	3	0	-	7	1	0	0	-	5	2	2	3	1	2	35
6	MOTOR VEHICLES - SUPPLIES	2	3	0	-	7	1	0	0	-	5	2	2	3	1	6	75
																Total	$ 2,045

EXPLANATION: This request of transfer of funds is to bring accounts out of the negative

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)*
4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. _____ 6/24/25
Department Head
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

2. _____ 07/08/2025
Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

3. _____ 7/9/25
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME Los Lagos

DEPARTMENT Los Lagos

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	PROFESSIONAL SERVICES	2	4	0	-	7	2	0	0	-	5	1	1	2	0	0		$ 24,400
2	MARKETING AND ADVERTISING	2	4	0	-	7	2	0	0	-	5	2	2	2	0	5		7,400
3					-					-								
5					-					-								
6					-					-								
																Total		$ 31,800

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	UTILITIES	2	4	0	-	7	2	0	0	-	5	1	2	2	2	0		$ 11,000
2	TRAVEL,TRAINING,MEETINGS	2	4	0	-	7	2	0	0	-	5	1	3	2	0	0		400
3	MEMBERSHIP DUES, SUBSCR	2	4	0	-	7	2	0	0	-	5	1	3	2	1	0		700
4	RECREATION & EDUCATION	2	4	0	-	7	2	0	0	-	5	2	2	3	0	3		450
5	MACHINES & EQUIPMENT	2	4	0	-	7	2	0	0	-	5	1	3	3	0	2		8,950
6	BOTANICAL & AGRICULTURAL	2	4	0	-	7	2	0	0	-	5	2	2	3	0	2		7,000
7	JANITORIAL	2	4	0	-	7	2	0	0	-	5	2	2	3	0	6		700
8	MACHINES & EQUIPMENT	2	4	0	-	7	2	0	0	-	5	2	3	3	0	2		2,600
																Total		$ 31,800

EXPLANATION: This request of transfer of funds is to bring accounts out of the negative

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)*
4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: **DATE:**

1. _____ 6/24/25
Department Head
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: **DATE:**

2. _____ 07/08/2025
Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: **DATE:**

3. _____ 7/9/25
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
APPOINTMENT
Agenda Item No: 12.A.
Appointments

1. **Agenda Item:**
Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Zoning Board of Adjustment, One Member and the Designation of the Five Voting Members and Four Alternates. [Clarice Y. Balderas, City Secretary]

2. **Description:**
City staff is presenting the following appointments to the City Advisory Board, Council, Commission and Committee for consideration:

Zoning Board of Adjustment (1 Member)- Function: The Zoning Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the Building Inspector. The Board of Commissioners may from time to time amend, supplement or change by ordinance the boundaries of the districts or the regulations herein established.

Present Member(s): Vacancy
Applicant(s): Aaron Ray Villarreal, Roel Zamora

The Zoning Board of Adjustment requires the designation of voting members and alternates when appointed to serve on the advisory board. Currently, city staff is presenting the list for Council's consideration to designate the five voting members and four alternates. The alternates will need to be listed in a designated order.

This is the list of the Zoning Board of Adjustment members and alternates as they currently stand:

Members-Vacancy, Michael Aaron Cantu (Chair); Eliseo Garza, Jr. (Vice Chair); Marc A. Gonzalez; Ruben Ruiz.

Alternate Members-Andrew Leal Almaguer, Alt. 1; Dustin Garza, Alt. 2; Omar Govea, Alt. 3; Mathew Cruz; Alt. 4.

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES
Sec. 32.01 – Residence or tax paying status requirements for membership.
Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.
Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.

Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall serve two-year terms with no limits on the number of terms they may serve. Board members whose two-year term has ended may continue to serve until a replacement has been appointed.

Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointment to the Following City Advisory Board, Council, Commission and Committee: Zoning Board of Adjustment, One Member and the Designation of the Five Voting Members and Four Alternates.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Yamilet Galvez,
Administrative Specialist

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.A.
Public Disclosure

1. **Agenda Item:**
Present Notice of a Relationship Between a City Employee and a Potential Contractor Seeking to Participate in the City of Edinburg Housing Assistance Program Funded Through the U.S. Department of Housing and Urban Development, in compliance with the Grants Administration Community Development Block Grant Program Conflict of Interest Management Plan. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**
The Edinburg City Council approved the Fiscal Year 2024–2025 Community Development Block Grant (CDBG) Annual Action Plan on July 16, 2024. As part of the approved plan, $399,460 in CDBG funding was allocated to the Housing Assistance Program to support the rehabilitation or reconstruction of homes for three eligible low-to-moderate income families residing within the Edinburg city limits. This funding is provided through CDBG Grant No. B-24-MC-48-0503.

The City solicited and advertised sealed bids for the reconstruction of one owner-occupied, single-family residence. Three bids were received and publicly opened on June 10, 2025, at 3:00 p.m. As part of the procurement process, bidders were required to review, execute, and submit all federally mandated certifications, ensuring compliance with applicable CDBG Program regulations outlined in 24 CFR Part 570.

During the bid evaluation, Mr. Arturo Garza III, President of Calidad Construction, LLC, the lowest, most responsive bidder disclosed a familial relationship with Mr. Daniel Vera, the City's Director of Information Technology. Mr. Vera has certified that he has no business, or other interests in Calidad Construction, LLC. Further, the Director of Information Technology does not participate in the decision-making process for the CDBG Housing Assistance Program and does not exercise any functions or responsibilities related to CDBG assisted activities. His role does not place him in a position to influence, benefit from or access inside information regarding the program, in accordance with HUD conflict of interest provisions under 24 CFR Part 570.611.

The City Attorney has reviewed information provided and has determined that the relationship between the contractor and Director of Information Technology does not present a conflict of interest under Federal, State or Local laws and regulations.

3. **Staff's Recommendation:**
No City Council Action is Required. In compliance with the Grants Administration Community Development Block Grant Program Conflict of Interest Management Plan, this is a notice of a relationship between a City employee and a potential contractor seeking to participate in the City of Edinburg Housing Assistance Program funded through the U.S. Department of Housing and Urban Development.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Director of

Attachments:

A. Conflict of Interest Disclosure
B. Legal Letter of Opinion

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:
My uncle is a City employee, however, he is not an employee of Calidad Construction, LLC.

Date: 06/02/2025

Company/Vendor Name: Calidad Construction, LLC

Printed Name and Title: Arturo Garza III, President

Authorized Signatory:

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:

My unclle is an employee of City of Edinburg, however, he is not an employee of Calidad Construction, LLC.

Date: 05/29/2025

Company/Vendor Name: Calidad Construction, LLC

Printed Name and Title: Arturo Garza III President

Authorized Signatory:

THE CITY OF Edinburg

June 30, 2025

Claudia L. Farias
Director of Grants
City of Edinburg
415 W. University Dr.
Edinburg, TX 78539

Re: US Dept. of Housing and Urban Development | Community Development Block Grant Program | Conflict of Interest Affidavit & Disclosure

Ms. Farias,

Thank you for your inquiry regarding a potential conflict of interest in connection with a disclosure made for Bid No. 2015-17. As indicated, it is my understanding a potential vendor identified a relationship with a City of Edinburg employee, and identified him as his uncle.

Based on the information provided, the relationship between the vendor at issue and a City employee would not present a conflict of interest under either 24 CFR 5701 or 2 CFR 200.112 or 2 CFR 200.318. The employee at issue is not an immediate family member of the vendor and does not have any authority to make any recommendations or decisions related to this particular procurement.

Under Texas law, Texas Local Government Code Chapter 171, a conflict would arise if the members of the governing body (or another public officer with authority over the decision making process) either has ownership interest or someone within the first degree of consanguinity or affinity has that interest. Here, the employee's nephew does not fall within the first degree of consanguinity or affinity and again, the employee at issue doesn't have decision making authority over this procurement.

Finally, as for the City's internal policies, the employee at issue has confirmed that he does not have any ownership interest or business relationship with the vendor. For these reasons, I have determined no conflict of interest exists. Should you have any questions or need additional information, please feel free to contact me.

Respectfully,

Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.B.
Disposition of Records

1. **Agenda Item:**
Consider Authorizing the Disposition of Approximately 55 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. **Staff's Recommendation:**
Approve Authorizing the Disposition of Approximately 55 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Joe Rios, Records Processing Supervisor

Attachments:
A. 2024-2025 DISPOSITION OF RECORDS
B. DISP of RCDS LAWS

DISPOSITION OF RECORDS FOR FY 2024-2025
PRESENTED TO CITY COUNCIL ON JULY 15, 2025

	Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
			MUNICIPAL COURT				
1	10505	Magistrations A-Z Search Warrants	06/2020	5	Criminal Case Papers	LC2350-04a	06/2025
2	10507	Final Cases Active Cases	06/2020	5	Criminal Case Papers	LC2350-04a	06/2025
3	10508	Finalized Cases E Tickets	06/2020	5	Criminal Case Papers	LC2350-04a	06/2025
4	10509	Finalized Cases E Tickets	06/2020	5	Criminal Case Papers	LC2350-04a	06/2025
5	10510	Finalized Cases E Tickets	06/2020	5	Criminal Case Papers	LC2350-04a	06/2025
6	10911	Daily Cash Reports - Accounts Receivable Records	06/2022	3	Accounts Payable Records	GR1025-26a	06/2025
			FINANCE				
7	11140	Daily Cash Reports - Accounts Receivable Records	03/2022	3	Accounts Payable Records	GR1025-26a	03/2025
8	11141	Daily Cash Reports - Accounts Receivable Records	03/2022	3	Accounts Payable Records	GR1025-26a	03/2025
9	11142	Daily Cash Reports - Accounts Receivable Records	04/2022	3	Accounts Payable Records	GR1025-26a	04/2025
10	11143	Daily Cash Reports - Accounts Receivable Records	04/2022	3	Accounts Payable Records	GR1025-26a	04/2025
11	11144	Daily Cash Reports - Accounts Receivable Records	05/2022	3	Accounts Payable Records	GR1025-26a	05/2025
12	11145	Daily Cash Reports - Accounts Receivable Records	05/2022	3	Accounts Payable Records	GR1025-26a	05/2025
13	11146	Daily Cash Reports - Accounts Receivable Records	06/2022	3	Accounts Payable Records	GR1025-26a	06/2025
14	11147	Daily Cash Reports - Accounts Receivable Records	06/2022	3	Accounts Payable Records	GR1025-26a	06/2025
15	11155	A/R Invoice Register Reports	05/2022	3	Accounts Payable Records	GR1025-26a	05/2025

16	11196	Customer Bill Records/Water Stubs	03/2022	3	Customer Billing Records	UT5000-04b	03/2025
17	11199	Customer Bill Records/Water Stubs	06/2022	3	Customer Billing Records	UT5000-04b	06/2025
18	11208	Customer Bill Records/Water Stubs	05/2022	3	Customer Billing Records	UT5000-04b	05/2025
19	11210	Customer Bill Records/Water Stubs	04/2022	3	Customer Billing Records	UT5000-04b	04/2025
20	11215	Service Application/Work Orders	05/2023	2	Service Application and Depots Records	UT5000-19	05/2025
21	11216	Service Application/Work Orders	05/2023	2	Service Application and Depots Records	UT5000-19	05/2025
22	11221	Service Application/Work Orders	06/2023	2	Service Application and Depots Records	UT5000-19	06/2025
23	11232	Service Application/Work Orders	06/2023	2	Service Application and Depots Records	UT5000-19	06/2025
24	11240	Meter Reading Records	05/2022	3	Meter Reading Records	UT5000-11	05/2025
25	11496	Payroll Files - Federal/State Tax Forms	09/2014	4	Federal/State Tax Forms	GR 1050-53B	09/2018
26	11497	Payroll Files - Federal/State Tax Forms	09/2014	4	Federal/State Tax Forms	GR 1050-53B	09/2018
27	11498	Payroll Files - Federal/State Tax Forms	09/2017	4	Federal/State Tax Forms	GR 1050-53B	09/2021
28	11535	Service Application/Work Orders	05/2023	2	Work Orders	UT5000-19	05/2025
	POLICE RECORDS						
29	8592	Second and Third Degree Felonies	05/2015	10	Offense Investigation Records	PS4125-05b	05/2025
30	11664	Police Academy Records	2013 - 09/2017	5	Taser recertification Material / Test	PS4325-01	09/2022
31	11665	Police Academy Records	2015 - 12/2018	5	Taser recertification Material / Test	PS4325-01	12/2023
32	11666	Police Academy Records	2016 - 10/2018	5	Taser recertification Material / Test	PS4325-01	10/2023

33	11667	Resignation or Termination Training Records	2016 - 09/2019	5	Previous Employee Files	PS4325-03	09/2024
34	11668	Personal History application - Training Sign in Sheets	2010 - 09/2022	2	Correspondence, Internal memoranda, & Subject files	GR1000-26b	09/2024
35	11669	Open Record Requests (2016, 2017, 2018, 2021, & 20202)	12/2022	1	Public Information Act Requests	GR1000-34a	12/2023
36	11670	Open Record Requests (A - G)	12/2020	1	Public Information Act Requests	GR1000-34a	12/2021
37	11671	Open Record Requests (H – Z)	12/2020	1	Public Information Act Requests	GR1000-34a	12/2021
38	11672	Fax/Inner Agency Request/CPS/Email Requests	12/2020	1	Public Information Act Requests	GR1000-34a	12/2021
39	11673	Attorney General Opinion (2016, 2017, 2018, 2020)	12/2020	2	Public Information Act Requests	GR1000-34b	12/2022
40	11674	Attorney General Opinion (2019, 2021, & 2022)	12/2022	2	Public Information Act Requests	GR1000-34b	12/2024
41	11675	Fax Requests / Family Violence Forms 2021	02/2021	1	Public Information Act Requests	GR1000-34a	02/2022
42	11676	Fax Requests	05/2021	1	Public Information Act Requests	GR1000-34a	05/2022
43	11677	Fax, CPS Requests	06/2021	1	Public Information Act Requests	GR1000-34a	06/2022
44	11678	Fax, CPS, Email Requests	08/2021	1	Public Information Act Requests	GR1000-34a	08/2022
45	11679	Fax, CPS, Email Requests, Walk-In	12/2021	1	Public Information Act Requests	GR1000-34a	12/2022
46	11680	Fax, CPS, Email Requests, Walk-In	10/2021	1	Public Information Act Requests	GR1000-34a	10/2022
47	11681	Fax, CPS, Email Requests	12/2021	1	Public Information Act Requests	GR1000-34a	12/2022
48	11682	Homeland Security, Inner Agency, Abandon Vehicles, Fax, Email, & Walk-In Requests	01/2022	1	Public Information Act Requests	GR1000-34a	01/2023

49	11683	Homeland Security, Inner Agency, Abandon Vehicles, Fax, Email, & Walk-In Requests	03/2022	1	Public Information Act Requests	GR1000-34a	03/2023
50	11684	Homeland Security, Inner Agency, Fax, Email, & Walk-In Requests	05/2022	1	Public Information Act Requests	GR1000-34a	05/2023
51	11685	Homeland Security, Abandon Vehicles, Fax, CPS, & Walk-In Requests	05/2022	1	Public Information Act Requests	GR1000-34a	05/2023
52	11686	Homeland Security, Abandon Vehicles, Fax, Email, & Walk-In Requests	12/2022	1	Public Information Act Requests	GR1000-34a	12/2023
	CITY SECRETARY						
53	10540	Application for Certificate Copy of Birth and Death Certificate	05/2022	3	Records of Issuance of Birth & Death Certificate	CC1325-08a	05/2025
54	10541	Application for Certificate Copy of Birth and Death Certificate	06/2022	3	Records of Issuance of Birth & Death Certificate	CC1325-08a	06/2025
	PARKS & RECREATION						
55	10924	Field Rental Contracts	05/2021	3	Contracts Leases & Agreements	GR1000-27	05/2024

Source: Texas State Library and Archives Commission https://www.tsl.texas.gov/slrm/pubs/bulletind#Ch201

TEXAS LOCAL GOVERNMENT CODE
Title 6. Records
Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:
1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section **203.044**; or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section **441.169**, Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):
1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

RECORDS MANAGEMENT PROGRAM
Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

(A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.

(B) *Development; authority granted; revision.*

(1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.

(2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.

(3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

(`82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.C.
Non-Emergency Ambulance License for Driscoll Children's Hospital

1. **Agenda Item:**
Consider Approving an Application for a Non-Emergency Ambulance License for Driscoll Children's Hospital, in Accordance with the Code of Ordinances of the City of Edinburg, Texas at Title XI, Chapter III Ambulance. [Omar Garza, Fire Chief]

2. **Description:**
The ambulance company listed above has obtained a license application for Non-Emergency Ambulance. The company has completed the requirements as stated in the City of Edinburg Ambulance Ordinance; and the ambulances being proposed by the company to be utilized in the city have been inspected and approved.

Any other ambulance unit subsequently proposed by the company under this application shall be inspected prior to the issuance of a permit.

3. **Staff's Recommendation:**
Approve Application for a Non-Emergency Ambulance License for Driscoll Children's Hospital, in accordance with the Code of Ordinances of the City of Edinburg, Texas at Title XI, Chapter III Ambulance.

Reviewed by:
Omar Garza, Fire Chief

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:
A. Driscoll_Non-Emergency Ambulance Permit Application

Driscoll Children's Hospital

City of Edinburg Application for Non-Emergency Services within City Limits Application

April 8, 2024

1	City of Edinburg Application for Non-Emergency Services within City Limits Application

THE CITY OF Edinburg

APPLICATION FOR NON-EMERGENCY SERVICES WITHIN THE CITY LIMITS

In Compliance with the City of Edinburg Code of Ordinances, Chapter 111: Ambulances.

Date: 04/10/2024

OWNER INFORMATION

Name & Address: Driscoll Children's Hospital
Eric Hamon, President/CEO
3533 S. Alameda St., Corpus Christi, Texas 78411

Contact Tel. No.: (361) 694-5021 Other Tel. No. (361) 694-5000

Driver's License: 06067882 State: Texas

COMPANY INFORMATION

Name: Driscoll Children's Hospital

Address: 3533 S. Alameda St.

City: Corpus Christi, TX 78411

Business Tel. No.: (361) 694-5000

Applicant Signature: _____ Title: President/CEO

LOCATION & DESCRIPTION OF PLACE FROM WHICH THE AMBULANCE WILL OPERATE:

The ambulances will operate from Driscoll Children's Hospital Critical Transport base located at 1415 West Owassa Rd. Edinburg, TX 78539.

APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE WITHIN THE CITY OF EDINBURG, TEXAS

CITY OF EDINBURG - CODE OF ORDINANCES, CHAPTER 111: AMBULANCES.

§ 111.02 LICENSE REQUIRED.
It shall be unlawful for any person to engage in furnishing emergency or non-emergency ambulance service within the city by operating or driving or causing to be operated or driven an emergency or non-emergency ambulance upon the public streets of the city without first having obtained a license as hereinafter provided. An exception shall be made on emergency service furnished for calls originating outside the city.

AN NON-EMERGENCY AMBULANCE PERMIT MUST BE OBTAINED ANNUALLY.

§ 111.05 LICENSE FEES.
Prior to issuance of an approved license, the applicant shall pay a sum of $500 to city and an **ANNUAL PERMIT FEE: $150** which sum is considered as the reasonable and necessary cost to administer this chapter and licenses issued hereunder.

THE AMBULANCE PERMIT APPLICATION AND ALL REQUIRED ATTACHMENTS MUST BE SUBMITTED TO THE CITY OF EDINBURG, CITY SECRETARY DEPARTMENT LOCATED AT 210 WEST MCINTYRE, EDINBURG TEXAS 78541.

REQUIRED ATTACHMENTS:

- ○ Attachment No. 1: Hold Harmless Agreement
- ○ Attachment No. 2: Certificate for Usage/License Issuance
- ○ Attachment No. 3: escription of Vehicles to be Used for Ambulance Services
- ○ Attachment No. 4: Name and Number of Individuals Who Will Operate such Vehicle(s) and Date of Issuance of All Licenses Held by Each Person
- ○ Copy (ies) of Insurance Policies
- ○ Copy(ies) of State License
- ○ Method of Communication with Police/Fire Departments
- ○ Payment of Fee of $150

NOTE: City Code of Ordinances, Chapter 111-Ambulances Prohibits Non 9-1- Providers Respond to 9-1-1 calls. There is a penalty for violation of the Code.

Definition of Emergency Response 9-1-1 Provider: The Ambulance Service Provider that Holds a City Council Approved Contract with the City of Edinburg.

APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE WITHIN THE CITY OF EDINBURG, TEXAS

1. OWNER OF AMBULANCE SERVICE:

Business Name of Ambulance Service: Driscoll Children's Hospital

Address: 3533 S. Alameda St., Corpus Christi, Texas 78411

Telephone No./s: 361-694-5000

2. HOLD HARMLESS AGREEMENT:
Attachment No. 1

3. CERTIFICATE FOR USAGE:
Attachment No. 2

4. DESCRIPTION OF VEHICLES TO BE USED FOR AMBULANCE SERVICES:
Attachment No. 3

5. LOCATION AND DESCRIPTION OF THE PLACE FROM WHICH THE AMBULANCE WILL OPERATE:

Address: 1415 West Owassa Rd., Edinburg, TX 78539

Telephone: 956-698-8642

6. NAME, AGES AND SEXES OF THE PERSONS WHO WILL OPERATE SUCH VEHICLE AND NUMBER AND DATE OF ISSUANCE OF ALL LICENSES HELD BY EACH OF SUCH PERSONS PERTAINING TO THE AMBULANCE BUSINESS AND REQUIRED BY LAW.
Attachment No. 4

7. AMBULANCE SERVICE INSURANCE INFORMATION & INSURANCE PROVISIONS:

Insurance Agent: Liberty Mutual Insurance

Insurance Agent Address: 175 Berkeley St., Boston, MA 02116

Insurance Agent Telephone: 1-800-344-0197

Insurance Effective Dates: From 09/01/2023 To 08/31/2024 .

APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE WITHIN THE CITY OF EDINBURG, TEXAS

The applicant shall file with the City Secretary an insurance policy providing for insurance coverage for each vehicle owned or operated by the applicant for injury to or death of person(s) in accidents resulting from any cause for which the owner or operator of said vehicle would be liable on account of any liability imposed on such person by law, regardless of whether the ambulance was being driven by the owner or owner's employee(s) agent, or lessee in at least the following amount:

- Liability for injury to any one person $250,000 .
- Liability arising from one occurrence for injury to one or more persons arising out of one occurrence $500,000.
- Property Damage for occurrence $100,000 .
- Malpractice for injury to any one person $100,000.

A certificate of Insurance must be provided by the Insurance Agent for the Ambulance Service directly to the City of Edinburg. The City Secretary should be notified in writing at least ten days prior to cancellation, or refusal to renew any such policy by the Insurance Agency.

8. YEAR FOR WHICH LICENSE IS APPLIED: 2024

I, Driscoll Children's Hospital/Eric Hamon, President/CEO *the undersigned, hereby request a Non-Emergency Ambulance Service License to operate within the City of Edinburg, Texas and certify that I will comply with the provisions of the Emergency Ambulance Service Code of Ordinance, of the City of Edinburg and all laws of the State that I have all required licenses therefore, and required equipment; and I will render satisfactory and efficient ambulance service in accordance with criteria and standards generally recognized in the emergency ambulance business in this area. I also agree if licensed, to respond to emergencies when requested by the licensed 9-1-1 provider, or when requested by public safety officials. I also understand that if I fail to respond to a reasonable report for the 9-1- provider, which is requested by public safety officals then my license to operate may be revoked.*

Executed this the 10th *day of* April , *20*24

Applicant

By: Eric Hamon, President/CEO
Owner/Agent

APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE WITHIN THE CITY OF EDINBURG, TEXAS

Attachment No. 1

HOLD HARMLESS AGREEMENT

WITNESSETH THAT:

WHEREAS, Driscoll Children's Hospital/Eric Hamon, President/CEO, and the City of Edinburg, a municipal corporation, situated in the Hidalgo County, Texas, are parties to an Agreement dated April 10, 2024 attached hereto; and

WHEREAS, pursuant to said Agreement, Driscoll Children's Hospital/Eric Hamon, President/CEO provides or will provide ambulance service within the City Limits of Edinburg.

NOW, THEREFORE, the undersigned Driscoll Children's Hospital/Eric Hamon, President/CEO *("Indemnitor"),* agrees to defend, indemnify and hold harmless the City of Edinburg, Texas *("Indemnitee"),* its employees, officers, successors and assigns, from all damages, costs, expenses, and attorney fees for all claims and suits, including claims and suits for death, personal injury, and property damage, arising out of, or connected with, the services provided under the Agreement, whether or not caused in whole or in part by the negligence of the City, its agents, employees, elected officials or appointed officials.

Said Indemnitor hereby releases and forever discharges Indemnitee, its employees, officers, officials, successors and assigns, which might be claimed to be liable for any and all claims, demands, damages, actions, causes of action, suits, judgments or executions by reason of any losses incurred by Indemnitor in the course of time service is provided.

It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of April, 20 24.

INDEMNITOR: Driscoll Children's Hospital/Eric Hamon, President/CEO
NAME OF OWNER OR AGENT

INDEMNITEE: _____
FIRE CHIEF, CITY OF EDINBURG

APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE WITHIN THE CITY OF EDINBURG, TEXAS

Attachment No. 2

CERTIFICATE FOR USAGE

The Fire Chief/Police Chief has certified the listed vehicles within this application are to be utilized for Non-Emergency Ambulance Service within the City of Edinburg.

On this the _____day of _____, 20 24, Driscoll Children's Hospital/Eric Hamon, President/CEO
"Applicant" has complied with the rules and regulations as prescribed by the City of Edinburg and with the State of Texas laws and statutes pertaining to Ambulance Services.

BY:_____
FIRE CHIEF

LICENSE ISSUANCE

The City Manager/Designee of the City of Edinburg has determined that Section 111.04 of the Code of Ordinance has been complied with and hereby authorizes the issuance of a licence not to exceed a one-year term.

APPROVED BY:_____ DATE: 6/30/25
CITY MANAGER OR DESIGNEE

APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE WITHIN THE CITY OF EDINBURG, TEXAS

Attachment No. 3

DESCRIPTION OF VEHICLES TO BE USED FOR AMBULANCE SERVICES

Description of Ambulances and Ambulance No.	Make	Model	Year	State License No.	Year	Motor & Chassis No.	Type/ Certif.
SCT1	FORD	F550	2023	NOT IN SERVICE	N/A	1FDUF5HT3PEC28627	Type 1
SCT2	FORD	F550	2015	1372735	2024	1FD0W5GTXFEC99662	Type 1
SCT3	FORD	F550	2016	397916	2024	1FD0W5GT5GEB98045	Type 1
SCT4	FORD	F550	2017	1368369	2024	1FD0W5GT5HEC22829	Type 1
SCT5	FORD	F550	2020	1434102	2024	1FD0W5GT4LEC49531	Type 1
SCT7	FORD	E350	2022	1454425	2024	1FDWE3FN4NDC40017	Type III

APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE WITHIN THE CITY OF EDINBURG, TEXAS

CHECKLIST

- ✓ _____ Application
- ✓ _____ Hold Harmless Agreement
- ✓ _____ Certificatice/License Issuance
- ✓ _____ Description of Ambulances
- ✓ _____ Names and Number of Individuals
- ✓ _____ Insurance
- ✓ _____ State License Copies
- ✓ _____ Method of Communication
- ✓ _____ Non-Emergency Service Licence
- ✓ _____ Payment for Fee ($150.00)

DATE:_____

INSPECTED AND APPROVED BY:_____
FIRE CHIEF OR DESIGNEE, CITY OF EDINBURG

FOR CITY SECRETARY DEPARTMENT USE ONLY:

Date Received:_____

Complete Application Received By:_____

Method of Payment: Check-No._____ **Money Order-No.:**_____

Supporting Documents:	
A	Insurance Policies

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Driscoll Health System 3533 South Alameda Street Corpus Christi TX 78411 USA	INSURER A:	National Fire & Marine Ins Co	20079
	INSURER B:	Liberty Mutual Fire Ins Co	23035
	INSURER C:	Liberty Insurance Corporation	42404
	INSURER D:	Fireman's Fund Indemnity Corp	11380
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570109088667 **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
B	AUTOMOBILE LIABILITY			AS2-691-449259-024	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	[ ] UMBRELLA LIAB [X] OCCUR			EN023643 Excess General Liability	09/01/2024	09/01/2025	EACH OCCURRENCE	$15,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$15,000,000
	[ ] DED [X] RETENTION $1,000,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA769D449259034	09/01/2024	09/01/2025	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER [N] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
D	Environmental Site Liability			USL03089424	09/01/2024	09/01/2027	Aggregate Limit Per Occurrence Limi Deductible	$2,000,000 $1,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr.
Edinburg TX 78539 USA

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

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570109088667

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AGENCY CUSTOMER ID: 570000075958
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Driscoll Children's Hospital
POLICY NUMBER: See Certificate Number: 570101418578	
CARRIER: See Certificate Number: 570101418578 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Comprehensive Coverage-Ambulances

Updated list of Vehicles

2015 Ford F550 Ambulance, # 1FDOW5GTXFEC99662
2016 Ford F550 Ambulance, # 1FDOW5GT5GEB98045
2017 Ford F550 Ambulance, # 1FDOW5GT5HEC22829
2020 Ford F550 Ambulance, # 1FD0W5GT4LEC49531
2022 Ford F350 Ambulance, # 1FDWE3FN4NDC40017
2023 Ford F550 Ambulance, # 1FDUF5HT3PEC28627
2022 Dodge Promaster Ambulance # 3C6MRVJG5NE101797

ACORD 101 (2008/01)
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Supporting Documents:	
B	State Licenses

TEXAS
Health and Human Services

Texas Department of State Health Services

This certifies that

DRISCOLL CHILDRENS HOSPITAL

License Number: 178036

has submitted acceptable evidence of compliance with the Texas Health and Safety Code, Chapter 773, the Texas EMS Act, and is hereby granted a License as a **TEXAS EMERGENCY MEDICAL SERVICES PROVIDER**. This License is not transferable and is valid only for use by the provider named above.

Expiration Date: 9/30/2025

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

DRISCOLL CHILDRENS HOSPITAL
3533 S ALAMEDA ST ATTN: CRITICAL CARE TRANSPORT
CORPUS CHRISTI TX 78411

Document Number: 8761

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
Specialty
Document No.:
96476
SCT2

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
Specialty
Document No.:
96477
SCT3

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
Specialty
Document No.:
96478
SCT4

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
Specialty
Document No.:
96479
SCT5

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
BLS with MICU Capability
Document No.:
96473
SCT7

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Supporting Documents:	
C	Method of Communication with Police/Fire Department

Method of Communication with Police/Fire Department

In the event the local police and/or fire department is needed, Transport staff will call 911.

Supporting Documents:	
D	Payment of $650.00

DRISCOLL HEALTH SYSTEM • 3533 South Alameda St Corpus Christi, TX 78411 • (361) 694-5000

Vendor Number	Vendor Name	Check Number	Check Date
SUP-018089	CITY OF EDINBURG	38874	4/11/24

Invoice Number	Invoice Description	Invoice Date	Gross	Discount	Net
20240404	CALL JEREMY/ROBIN TO PICK UP	04/04/2024	$650.00	$0.00	$650.00
		CHECK TOTALS	$650.00	$0.00	$650.00

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING, A COIN REACTIVE ARTIFICIAL WATERMARK AND THERMOCHROMATIC INK.

3533 South Alameda St
Corpus Christi, TX 78411

Frost Bank
30-9/1140

Check Number 38874

Driscoll
Health System

Date 04/11/2024

PAY Six Hundred Fifty and 00/100 Dollars *****

$***650.00

PAY TO THE ORDER OF
CITY OF EDINBURG
ATTN: MARICRUZ TOVAR
PO BOX 1079
EDINBURG, TX 78540

William B. Larsen
Eric Hamon

⑈0000388 74⑈ ⑆114000093⑆ 9000 18 7 24⑈

DRISCOLL HEALTH SYSTEM • 3533 South Alameda St Corpus Christi, TX 78411 • (361) 694-5000

Vendor Number	Vendor Name	Check Number	Check Date
SUP-018089	CITY OF EDINBURG	38874	4/11/24

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		CHECK TOTALS	$650.00	$0.00	$650.00

CITY OF EDInBURG
415 W UNIVERSITY DR
EDINBURG, TX 78541
956-388-1896

DATE : 4/25/2024 8:42 AM
OPER : MC1
TKBY : Minerva Cazares
TERM : 3
REC# : R02439538

MIPRM MISCELLANEOUS PERMITS 650.00
NON EMERGENCY SERVICES 650.00

Paid By-NON EMERGENCY SERVICES
2-CK 650.00 REF:38874

APPLIED 650.00
TENDERED 650.00
CHANGE 0.00

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING, A COIN REACTIVE ARTIFICIAL WATERMARK AND THERMOCHROMATIC INK.

3533 South Alameda St
Corpus Christi, TX 78411

Frost Bank
30-9/1140

Check Number 38874

Driscoll
Health System

Date 04/11/2024

PAY Six Hundred Fifty and 00/100 Dollars ***** $***650.00

PAY TO THE ORDER OF
CITY OF EDINBURG
ATTN: MARICRUZ TOVAR
PO BOX 1079
EDINBURG, TX 78540

William H. Larsen
Eric Hamon

⑈000038874⑈ ⑆114000093⑆ 900018724⑈

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.D.
Resolution-Community Development Block Grant (CDBG) FY 2025-2026 Annual Action Plan

1. **Agenda Item:**
Consider Resolution Approving the Community Development Block Grant (CDBG) Fiscal Year 2025-2026 Annual Action Plan (AAP) for the Proposed Use of Funds for the Period Beginning October 1, 2025 Through September 30, 2026. [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 AAP in order to receive CDBG funds. The AAP outlines the activities that will be undertaken with CDBG funds to meet the objectives set forth in the 2023-2027 Consolidated Plan and Strategy.

A total of three (3) public hearings were held during various stages of the AAP process to solicit input on the needs of the City from residents, city departments, and public service agencies on March 27, June 3 and July 1. All requests were prioritized based on the needs identified. A summary of the proposed plan was published on June 11, 2025. A 30-day comment period began on June 11, 2025 and ended on July 11, 2025.

The FY 2025-2026 Annual Action Plan proposed 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 CDBG budget for FY 2025-2026 is $1,376,359.15.

The final CDBG FY 2024-2025 AAP will be submitted to HUD-Field Office in San Antonio, Texas on or before August 16, 2025 for review and approval.

3. **Staff's Recommendation:**
Approve Resolution Approving the Community Development Block Grant (CDBG) Fiscal Year 2025-2026 Annual Action Plan (AAP) for the Proposed Use of Funds for the Period Beginning October 1, 2025 Through September 30, 2026.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Director of Grants Administration

Attachments:
A. Resolution

RESOLUTION NO. _____

THE STATE OF TEXAS	**§**	**RESOLUTION OF THE CITY OF EDINBURG, TEXAS APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FISCAL YEAR 2025-2026 ANNUAL ACTION PLAN (AAP) FOR THE PROPOSED USE OF FUNDS FOR THE PERIOD BEGINNING OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg is an "Entitlement" City and qualified, under the provisions of the Federal Housing and Community Development Act of 1974 (as amended), for federal assistance; and

WHEREAS, on May 14, 2025, the City of Edinburg received the notification of funding from the U.S. Department of Housing and Urban Development (HUD) for the FY 2025-2026 Community Development Block Grant (CDBG) Program for a total entitlement award of $1,259,616; and

WHEREAS, the FY 2025-2026 CDBG Program budget will also include an estimated amount of $55,000 of Program Income generated by the Housing Assistance Program, $61,7423.15 in reprogramming of funds from FY 2023-2024 CDBG Program; and

WHEREAS, the total combined CDBG Program budget for FY 2025-2026 is $1,376,359.15; and

WHEREAS, an Annual Action Plan is developed by the City each year utilizing available resources to address community goals and objectives identified in the Consolidated Plan and Strategy; and

WHEREAS, the purpose of the Federally-funded CDBG Program is to provide safe, decent, and affordable housing, to establish and maintain a suitable living environment, and to expand economic opportunities for all citizens of Edinburg, especially those persons who are of low and moderate incomes; and

WHEREAS, the Community Development Council has held three (3) Public Hearings to obtain citizens' views and comments on the Community Development Block Grant FY 2025-2026 Annual Action Plan; and

WHEREAS, the City of Edinburg wishes to designate the City Manager as the City's Authorized Official, to accept, alter, terminate and execute any, and all documents, related to the Community Development Block Grant FY 2025-2026 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, that the FY 2025-2026 Annual Action Plan for the Community Development Block Grant (CDBG) Program, as developed through the Grants Administration Department in the amount of $1,376,359.15, is hereby approved for submittal to the U.S. Department of Housing and Urban Development as follows:

	ACTIVITY	**AMOUNT**
1.	**PUBLIC FACILITIES AND IMPROVEMENTS**	
	Fountain Center Roof Rehabilitation	$114,950.00
	Rehabilitation of Fire Station No. 3 – Phase II	$148,360.00
	De Zavala Elementary City/School Park Fitness Court	$150,000.00
	Smart Water Meter Replacement (156 Units)	$ 50,000.00

2.	**PUBLIC SERVICES**	
	Amigos Del Valle, Inc.	$ 60,000.00
	C.A.M.P. University	$ 15,000.00
	Capable Kids Foundation, Inc.	$ 3,500.00
	Emergency Rental Assistance Program	$ 90,000.00
3.	**REHABILITATION - SINGLE FAMILY RESIDENTIAL**	
	Housing Rehabilitation Assistance Program (3 Units)	$465,942.00
4.	**REHABILITATION ADMINISTRATION**	
	General Management, Oversight and Coordination	$ 55,000.00
5.	**PROGRAM ADMINISTRATION**	
	General Management, Oversight and Coordination	$223,607.15
	TOTAL	**$1,376,359.15**

SECONDARY PROJECT

ACTIVITY	**AMOUNT**
1. PUBLIC FACILITIES AND IMPROVEMENTS	
*Smart Water Meter Replacement (468 Unit)	$150,000.00

*** NOTE: The City may adopt Secondary Projects as part of the Annual Action Plan, to ensure timely expenditure of grant funds. A Secondary Project may 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 a Primary Project and redirected to the selected Secondary Project for initiation of the activity.**

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 15th day of July 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: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.E.
Amend Resolution-Temporary Street Closures

1. **Agenda Item:**
Consider Amending Resolution No. 2560 Authorizing the City of Edinburg to Enter Into an Agreement with the Texas Department of Transportation for the Revision of Events that Require Temporary Closures and Execute Documents Relating Thereto. [Vincent Romero CPM, Director of Public Works]

2. **Description:**
The City of Edinburg hosts concerts, festivals, parades and events that are held in the City to serve the public purpose of unifying the community, promoting diversity and providing a forum for community participation.

The Texas Department of Transportation requires that the City of Edinburg execute an agreement for the Temporary Closure of State-Right-of-Way for all events that require the closure of all or a portion of a State Right-of-Way.

City staff completed a review and revision of the official list of City-sponsored events.

The update includes:

- Addition of new events that support current community programs and engagement goals
- Removal of outdated or inactive events that are no longer being held
- Incorporating the Amphitheater as a new official venue for future events

These changes aim to ensure that the event schedule remains current, relevant, and reflective of both community interest and the City's evolving facilities.

3. **Staff's Recommendation:**
Approve Amending Resolution No. 2560 Authorizing the City of Edinburg to Enter Into an Agreement with the Texas Department of Transportation for the Revision of Events that Require Temporary Closures and Execute Documents Relating Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager
Josephine Ramirez Solis, City Attorney

Prepared by:
Vincent Romero, Director of Public Works

Attachments:
A. Street Closure Amended Resolution 2560

RESOLUTION NO _2560___

THE STATE OF TEXAS	**§**	**AMENDING RESOLUTION 2560 OF THE CITY OF EDINBURG, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS**
COUNTY OF HIDALGO	**§**	**DEPARTMENT OF TRANSPORTATION FOR THE**
CITY OF EDINBURG	**§**	**REVISION OF EVENTS THAT REQUIRE TEMPORARY CLOSURES AS OUTLINED BELOW:**

WHEREAS, the City of Edinburg, Hidalgo County, Texas a Municipal Cooperation, herein after called City), and the Texas Department of Correction of Transportation, (herein called TX DOT), are the parties to this resolution.

WHEREAS, Concerts, Festivals, Parades and events that are held in the City serve the public purpose of unifying the community, promoting diversity and proving a forum for community participation; and

WHEREAS, the City expects to have applications for events such as;

1) All American City 10-K Run/Walk
2) Hometown Heroes Half Marathon
3) Fiesta Edinburg Parade
4) Night of Lights Parade
5) National Day of Prayer
6) Candlelight Vigil
7) Veteran's Day Parade & Concert
8) Frida Fest
9) Los Muertos Bailan
10) Lighting of the Tree
11) Fire Stoppers Festival
12) South Texas International Film Festival
13) 9/11 Patriots Remembrance Run 5K
14) Nuestra Herencia – Hispanic Heritage Festival
15) Veterans Concert
16) Juneteenth
17) Beerfest
18) National Night Out
19) Love your Cha-Cha's
20) The Big Squeeze
21) Culture Fest
22) Cool Cities Celebration
23) Edinburg's Got Talent
24) South Texas Arts Fair Concert

25) Summer Concert Series
26) Edinburg UFO Festival
27) Miracle on McIntyre

WHEREAS, the Texas Department of Transportation requires that the city of Edinburg execute an agreement for the Temporary Closure of State-Right-of-Way for all events that requires the closure of all or a portion of a State Right-of-Way.
The City, in cooperation with the Texas Department of Transportation and pursuant to the Agreement for the Temporary Closure of State –Right-of-Way, do herby state that the aforementioned events serve a public purpose in the City and the City Manager is hereby authorized to enter into an Agreement for the Temporary Closure of State-Right-of-Way with the Texas Department of Transportation for the purpose of those events.
The City Council Hereby Amends Resolution No. 2560 supporting the temporary closures for the revised events and will provide traffic control for the temporary closures to provide safe travel for all participants and the general public.

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. 2560 to support the temporary closures for these revised events and execute grant 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 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., on the 15th day of July 2025

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza Jr, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
City Attorney's Office

By: _____
Josephine Ramirez Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.F.
Award of Bid No. 2025-7 - FM 490 Booster Station Demolition

1. **Agenda Item:**
Consider Awarding Bid No. 2025-7, FM 490 Booster Station Demolition Project to Camacho Demolition LLC in the Amount Not to Exceed $24,237.90 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
This project consists of demolishing the City of Edinburg's existing FM 490 Booster Station (metal tank, piping, building, etc.). This demo is needed in order to clear the property for the proposed state interstate improvements.

On June 5, 2025, bids were opened for Bid No. 2025-7, FM 490 Booster Station Demolition. A total of nine (9) responsive bids were received and opened. After a review and tabulation, staff recommends awarding Bid No. 2025-7 to Camacho Demolition LLC, the lowest bidder meeting specifications in the amount of $24,237.90. City staff have verified that no monies are owed to the city by Camacho Demolition LLC.

Below is the list of contractors who responded to the bid:
Camacho Demolition LLC – $24,237.90
Rene Guerra & Son Hauling, LLC – $35,910.60
CRC Development & Construction Co. LLC – $65,320.00
Southern Trenchless Solutions, LLC - $67,500.00
Durnell Companies, LLC – $69,719.00
JMJ Diaz Corporation, DBA JMJ Constructors – $80,112.00
Construx Enterprises LLC – $99,406.63
NorrisLeal, LLC – $110,000.00
8/A Builders LLC – $163,429.06

The project is scheduled to be fully completed within 105 days from the issuance of the Notice to Proceed.

Funding is available within the Utility Fund. However, as per the executed Standard Utility Agreement between the City and the Texas Department of Transportation (executed on December 8, 2024), the City will be fully reimbursed for this demolition.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2025-7, FM 490 Booster Station Demolition Project to Camacho Demolition LLC in the Amount Not to Exceed $24,237.90 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by: **Prepared by:**

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Bid Tabulation
B. Notice to Bidders
C. Agreement
D. Camacho Demolition LLC Bid
E. Rene Guerra & Sons Bid
F. CRC Development & Construction Bid
G. Southern Trenchless Solution Bid
H. Durnell Companies Bid
I. JMJ Constructors Bid
J. Construx Enterprises LLC Bid
K. NorrisLeal, LLC Bid
L. 8_A Builders LLC Bid

THE CITY OF Edinburg

Bid 2025-7 - FM 490 Booster Station Demolition
Opening Date: June 5, 2025 at 3:00 p.m.

Bidders:				Camacho Demolition LLC		Rene Guerra & Sons		CRC Development & Construction Co. LLC		Southern Trenchless Solutions, LLC		Durnell Companies		JMJ Constructors		Construx Enterprises LLC		NorrisLeal, LLC		8/A Builders LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$ -	$ -	$ 5.00	$ 1,150.00	$ 3.00	$ 690.00	$ 12.50	$ 2,875.00	$ 7.00	$ 1,610.00	$ 7.00	$ 1,610.00	$ 4.51	$ 1,037.30	$ 20.70	$ 4,761.00	$ 25.56	$ 5,878.80
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$ -	$ -	$ 5.00	$ 1,150.00	$ 2.00	$ 460.00	$ 12.50	$ 2,875.00	$ 3.50	$ 805.00	$ 3.00	$ 690.00	$ 1.52	$ 349.60	$ 25.04	$ 5,759.20	$ 25.56	$ 5,878.80
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$ -	$ -	$ 9.62	$ 750.36	$ 15.00	$ 1,170.00	$ 48.00	$ 3,744.00	$ 35.26	$ 2,750.28	$ 20.00	$ 1,560.00	$ 67.81	$ 5,289.18	$ 65.38	$ 5,099.64	$ 184.33	$ 14,377.74
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$ -	$ -	$ 9.62	$ 750.36	$ 15.00	$ 1,170.00	$ 48.00	$ 3,744.00	$ 19.24	$ 1,500.72	$ 15.00	$ 1,170.00	$ 24.29	$ 1,894.62	$ 43.15	$ 3,365.70	$ 184.33	$ 14,377.74
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$ -	$ -	$ 1,800.00	$ 1,800.00	$ 500.00	$ 500.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 2,870.00	$ 2,870.00	$ 5,000.00	$ 5,000.00	$ 24,000.00	$ 24,000.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$ 48.07	$ 2,499.64	$ 100.00	$ 5,200.00	$ 100.00	$ 5,200.00	$ 185.00	$ 9,620.00	$ 115.40	$ 6,000.80	$ 97.00	$ 5,044.00	$ 28.23	$ 1,467.96	$ 255.77	$ 13,300.04	$ 295.00	$ 15,340.00
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,250.00	$ 1,250.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 6,765.00	$ 6,765.00	$ 4,000.00	$ 4,000.00	$ 4,878.00	$ 4,878.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$ 26.59	$ 2,499.46	$ 5.32	$ 500.08	$ 75.00	$ 7,050.00	$ 40.00	$ 3,760.00	$ 53.20	$ 5,000.80	$ 32.00	$ 3,008.00	$ 9.47	$ 890.18	$ 42.55	$ 3,999.70	$ 63.17	$ 5,937.98
496-6042	REMOV STR (SMALL)	2	EA	$ 2,000.00	$ 4,000.00	$ 2,500.00	$ 5,000.00	$ 3,000.00	$ 6,000.00	$ 1,250.00	$ 2,500.00	$ 3,000.00	$ 6,000.00	$ 5,000.00	$ 10,000.00	$ 2,152.50	$ 4,305.00	$ 4,000.00	$ 8,000.00	$ 4,104.00	$ 8,208.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$ 4.29	$ 1,201.20	$ 5.36	$ 1,500.80	$ 20.00	$ 5,600.00	$ 4.50	$ 1,260.00	$ 7.15	$ 2,002.00	$ 18.00	$ 5,040.00	$ 6.36	$ 1,780.80	$ 8.57	$ 2,399.60	$ 24.00	$ 6,720.00
550-6006	GATE (REMOVE)	1	EA	$ 100.00	$ 100.00	$ 500.00	$ 500.00	$ 1,700.00	$ 1,700.00	$ 625.00	$ 625.00	$ 500.00	$ 500.00	$ 150.00	$ 150.00	$ 256.25	$ 256.25	$ 2,100.00	$ 2,100.00	$ 6,800.00	$ 6,800.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$ 500.00	$ 500.00	$ 229.80	$ 229.80	$ 3,000.00	$ 3,000.00	$ 1,250.00	$ 1,250.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 2,460.00	$ 2,460.00	$ 2,100.00	$ 2,100.00	$ 6,800.00	$ 6,800.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$ 500.00	$ 500.00	$ 229.80	$ 229.80	$ 4,000.00	$ 4,000.00	$ 1,250.00	$ 1,250.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 3,075.00	$ 3,075.00	$ 2,000.00	$ 2,000.00	$ 7,878.00	$ 7,878.00
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$ 25.00	$ 500.00	$ 2.00	$ 40.00	$ 50.00	$ 1,000.00	$ 12.50	$ 250.00	$ 50.00	$ 1,000.00	$ 30.00	$ 600.00	$ 6.15	$ 123.00	$ 90.00	$ 1,800.00	$ 258.90	$ 5,178.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$ 12.50	$ 500.00	$ 2.00	$ 80.00	$ 50.00	$ 2,000.00	$ 12.50	$ 500.00	$ 50.00	$ 2,000.00	$ 30.00	$ 1,200.00	$ 7.69	$ 307.60	$ 12.50	$ 500.00	$ 160.00	$ 6,400.00
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$ 7.36	$ 500.48	$ 5.00	$ 340.00	$ 75.00	$ 5,100.00	$ 11.00	$ 748.00	$ 50.00	$ 3,400.00	$ 30.00	$ 2,040.00	$ 9.23	$ 627.64	$ 48.53	$ 3,300.04	$ 140.00	$ 9,520.00
690-6021	REMOVAL OF TIMBER POLES	1	EA	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 1,680.00	$ 1,680.00	$ 250.00	$ 250.00	$ 749.40	$ 749.40	$ 1,000.00	$ 1,000.00	$ 666.25	$ 666.25	$ 265.08	$ 265.08	$ 4,578.00	$ 4,578.00
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$ 282.00	$ 846.00	$ 229.80	$ 689.40	$ 1,000.00	$ 3,000.00	$ 333.00	$ 999.00	$ 800.00	$ 2,400.00	$ 500.00	$ 1,500.00	$ 563.75	$ 1,691.25	$ 750.00	$ 2,250.00	$ 3,000.00	$ 9,000.00
496-6041	REMOVE STR (LARGE)	1	EA	$ 8,591.12	$ 8,591.12	$ 14,000.00	$ 14,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 35,000.00	$ 35,000.00	$ 63,550.00	$ 63,550.00	$ 40,000.00	$ 40,000.00	$ 1,678.00	$ 1,678.00
	Total				**$ 24,237.90**		**$ 35,910.60**		**$ 65,320.00**		**$ 67,500.00**		**$ 69,719.00**		**$ 80,112.00**		**$ 99,406.63**		**$ 110,000.00**		**$ 163,429.06**

REQUEST FOR BIDS

2025-7

FM 490 BOOSTER STATION DEMOLITION

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: May 7, 2025

DEADLINE FOR QUESTIONS: May 22, 2025

RESPONSE DEADLINE: May 29, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
FM 490 Booster Station Demolition

I. Introduction.....
II. Legal Notice .....
III. Specifications.....
IV. Vendor Questionnaire.....
V. Pricing Proposal .....

Attachments:

A - FM490 Booster Station Asbestos and Lead Report

B - Project Manual 5-7-25

C - Rules for Electronic Bidding

1. Introduction

1.1. Summary

This project consist of demolishing the City of Edinburg's existing FM 490 Booster Station (metal tank, piping, buildings, etc.) as per the plans and specifications. This project must comply with all local, state or federal regulations for the disposal of all construction debris.

1.2. Contact Information

Jose Guajardo
Engineer
415 W. University
Edinburg, TX 78539
Email: joguajardo@cityofedinburg.com
Phone: (956) 605-0195

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.3. Timeline

Release Project Date	May 7, 2025
Pre-Proposal Meeting (Non-Mandatory)	May 20, 2025, 10:00am A non-mandatory pre-bid meeting will be held at the FM 490 Booster Station, which is located approximately 3000 feet north of the intersection of FM 490 and the US 281.
Question Submission Deadline	May 22, 2025, 3:00pm
Proposal Submission Deadline	May 29, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for FM 490 Booster Station Demolition.

Sealed Bids must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Thursday, May 29, 2025.

All sealed Bids must be received either electronically or at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All Bids will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Thursday, May 29, 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. 2025-7" 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. 2025-7

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 3:00 pm on Thursday, May 22, 2025.

The City of Edinburg reserves the right to reject any or all bids and to waive informalities or technicalities and hold the Bid for a period of **90 days** without taking action.

2.2. Federally Funded Project

This project is being funded in whole or in part by the Federal Highway Administration (FHWA) and Texas Department of Transportation (TXDOT). All federal requirements will apply to the contract.

Bidders on the work 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. Bidder must comply with the Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions HUD-4010, and all contract provisions listed in 24 CFR Part 85.36(i).

Bidders must also make a positive effort to use small and minority-owned businesses. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. **The Department of Labor wage decision, TX20250003, release date, 01/03/2025 is applicable to this project (release date is subject to change based on contract execution date).** This project is financed in part by Federal funds. A 0% DBE GOAL has been established for this project in accordance with 49 CFR Part 26. Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246, as amended). The apparent low bidder must submit DBE commitments no later than 5 calendar days after bid opening or TxDOT Form 2603.

Prospective contractors/ subcontractors shall be registered in the SAM System for Award Management database prior to award of a contract or agreement. Registration can 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. Specifications

3.1. COE - FM 490 Booster Station Demolition

The City of Edinburg is requesting bids for the demolition of an existing water booster station. The booster station is located approximately 3,000 feet north from the intersection of FM 490 and the US Highway 281 (west side of US Highway 281). The demolition work will include the demolition, removal and disposal of items such as buildings, foundations, metallic storage tank, piping, valves, trees, pole, gates and fence, and any other substructure or superstructure related with the demolition of any item identified in the plans. The selected contractor will also be responsible for the backfilling and regrading the disturbed areas to match surrounding existing natural ground elevations. All activities associated with the demolition, removal and disposal will be considered subsidiary to all other items listed on the bid tabulation.

Please see the Project Manual and Plans in the attachments.

4. Vendor Questionnaire

4.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

4.2. If you have any proprietary documents, please attach the redacted document here.

4.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

4.4. Required Certifications

*4.4.1. Please fill out and sign the System for Award Management Unique Identity Number (UEI#) for and upload.**

Please download the below documents, complete, and upload.

- 1._SAM.UEI.Vendor_Informati...

*Response required

*4.4.2. Please fill out and sign the Conflict of Interest form and upload here.**

Please download the below documents, complete, and upload.

- Conflict_of_Interest_Form.pdf

*Response required

*4.4.3. Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here.**

Please download the below documents, complete, and upload.

- EEO_Certification.pdf

*Response required

*4.4.4. Please fill out and sign the Certification of Clean Air and Water and upload here.**

Please download the below documents, complete, and upload.

- Clean_Air_and_Water_Form.pdf

*Response required

*4.4.5. Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download the below documents, complete, and upload.

- Non-Lobbying_Form.pdf

*Response required

*4.4.6. Please fill out and sign the Non-Collusion Affidavit form and upload.**

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

4.5. Information Only

4.5.1. Information Regarding Use of Minority Owned Business Enterprises/Women-Owned Businesses

- Minority_Owned_Women-Owned.pdf

5. Pricing Proposal

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF		
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF		
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY		
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY		
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO		
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY		
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA		
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY		
496-6042	REMOV STR (SMALL)	2	EA		
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF		
550-6006	GATE (REMOVE)	1	EA		
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA		
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA		
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF		
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF		
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF		
690-6021	REMOVAL OF TIMBER POLES	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA		
496-6041	REMOVE STR (LARGE)	1	EA		
500-6001	MOBILIZATION	1	LS		
TOTAL					

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and (Contractor Name) ("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: **Work of the Project consists of demolishing and removal of the FM 490 Booster Station infrastructure, as shown in the construction plans.**

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Bid No. 2025-7 FM 490 BOOSTER STATION DEMOLITION**

ENGINEER

3.01 The Owner has retained **City of Edinburg – Utilities Department** ("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 **Jose R. Guajardo, 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 **8/19/2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **12/2/2025**.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 **Substantial Completion / 8/19/2025**

2. Milestone 2 Final Completion / 12/2/2025

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$100.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$100.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones:* Contractor shall pay Owner **$100.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

4. 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, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial

Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of $**24,237.90**

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
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	230	$0.00	$0.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	230	$0.00	$0.00
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	78	$0.00	$0.00
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	78	$0.00	$0.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$0.00	$0.00
104-6013	REMOVING CONC (FOUNDATIONS)	SY	52	$48.07	$2,499.64
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	EA	1	$1,000.00	$1,000.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	SY	94	$26.59	$2,499.46
496-6042	REMOV STR (SMALL)	EA	2	$2,000.00	$4,000.00
550-6003	CHAIN LINK FENCE (REMOVE)	LF	280	$4.29	$1,201.20
550-6006	GATE (REMOVE)	EA	1	$100.00	$100.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	EA	1	$500.00	$500.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	EA	1	$500.00	$500.00

Unit Price Work (Base Bid)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
7032 6152	REMOVE AND DISPOSE (2-INCH WATERLINE)	LF	20	$25.00	$500.00
7016 6027	REMOVE EXIST WATER PIPE (4")	LF	40	$12.50	$500.00
7016 6028	REMOVE EXIST WATER PIPE (6")	LF	68	$7.36	$500.48
690-6021	REMOVAL OF TIMBER POLES	EA	1	$1,000.00	$1,000.00
7300-6005	REMOVE & DISPOSE WATER VALVE	EA	3	$282.00	$846.00
496-6041	REMOV STR (LARGE)	EA	1	$8,591.12	$8,591.12
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$24,237.90

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) $**24,237.90**.

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).

If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional 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 **(10)** sheets with each sheet bearing the following general title: **Bid No. 2025-7 FM 490 BOOSTER STATION DEMOLITION.**

7. Addenda (numbers **1** to **2**, inclusive).

8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Orders.

   d. Field Orders.

   e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **(Month) (Date), (Year)** (which is the Effective Date of the Contract).

Owner:

City of Edinburg
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Myra L. Ayala
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: City Secretary
(typed or printed)

Address for giving notices:

City of Edinburg
415 W. University Drive
Edinburg, TX 78539

Designated Representative:

Name: Gerardo Carmona Jr., P.E.
(typed or printed)

Title: Director of Utilities
(typed or printed)

Address:

415 W University Dr.
Edinburg, Texas 78539

Phone: 956-388-8212

Email: gcarmona@cityofedinburg.com

*(If **City of Edinburg** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

Camacho Demolition LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Isaac Camacho
(typed or printed)

Title: President
(typed or printed)

*(If **(Contractor Name)** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Camacho Demolition LLC
5113 Agnes St
Corpus Christi, Texas 78405

Designated Representative:

Name: Isaac Camacho
(typed or printed)

Title: President
(typed or printed)

Address:

5113 Agnes St
Corpus Christi, Texas 78405

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

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City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[CAMACHO DEMOLITION LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-7

FM 490 Booster Station Demolition

RESPONSE DEADLINE: June 5, 2025 at 3:00 pm

Report Generated: Tuesday, July 1, 2025

Camacho Demolition LLC Response

CONTACT INFORMATION

Company:
Camacho Demolition LLC

Email:
roxanne@camachodemolition.com

Contact:
Roxanne Sanchez

Address:
5113 Agnes St.
Corpus Christi, TX 78405

Phone:
N/A

Website:
camachodemolition.com

Submission Date:
Jun 4, 2025 4:50 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 3, 2025 10:05 AM by Roxanne Sanchez

Addendum #2
Confirmed Jun 3, 2025 10:05 AM by Roxanne Sanchez

QUESTIONNAIRE

1. Proposal*
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Please upload your entire proposal here as one complete PDF document.

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4. Required Certifications

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5. Information Only

INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESSES

- Minority_Owned_Women-Owned.pdf

No response submitted

PRICE TABLES

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$0.00	$0.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$0.00	$0.00
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$0.00	$0.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$0.00	$0.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$0.00	$0.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$48.07	$2,499.64
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$1,000.00	$1,000.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$26.59	$2,499.46
496-6042	REMOV STR (SMALL)	2	EA	$2,000.00	$4,000.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$4.29	$1,201.20
550-6006	GATE (REMOVE)	1	EA	$100.00	$100.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$500.00	$500.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$500.00	$500.00
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$25.00	$500.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$12.50	$500.00
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$7.36	$500.48
690-6021	REMOVAL OF TIMBER POLES	1	EA	$1,000.00	$1,000.00
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$282.00	$846.00
496-6041	REMOVE STR (LARGE)	1	EA	$8,591.12	$8,591.12

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					$24,237.90

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[RENE GUERRA & SONS] RESPONSE DOCUMENT REPORT

BID No. 2025-7

FM 490 Booster Station Demolition

RESPONSE DEADLINE: June 5, 2025 at 3:00 pm

Report Generated: Tuesday, July 1, 2025

Rene Guerra & Sons Response

CONTACT INFORMATION

Company:
Rene Guerra & Sons

Email:
reneguerra.sons@gmail.com

Contact:
Rene Guerra

Address:
12205 N. FM Ste. D
Weslaco, TX 78596

Phone:
N/A

Website:
N/A

Submission Date:
Jun 5, 2025 2:30 PM (Central Time)

QUESTIONNAIRE

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4. Required Certifications

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INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESSES

- Minority_Owned_Women-Owned.pdf

No response submitted

PRICE TABLES

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$5.00	$1,150.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$5.00	$1,150.00
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506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$9.62	$750.36
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$1,800.00	$1,800.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$100.00	$5,200.00
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$1,500.00	$1,500.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$5.32	$500.08

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
496-6042	REMOV STR (SMALL)	2	EA	$2,500.00	$5,000.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$5.36	$1,500.80
550-6006	GATE (REMOVE)	1	EA	$500.00	$500.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$229.80	$229.80
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$229.80	$229.80
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$2.00	$40.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$2.00	$80.00
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$5.00	$340.00
690-6021	REMOVAL OF TIMBER POLES	1	EA	$500.00	$500.00
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$229.80	$689.40
496-6041	REMOVE STR (LARGE)	1	EA	$14,000.00	$14,000.00
TOTAL					**$35,910.60**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[CRC DEVELOPMENT & CONSTRUCTION CO. LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-7

FM 490 Booster Station Demolition

RESPONSE DEADLINE: June 5, 2025 at 3:00 pm

Report Generated: Tuesday, July 1, 2025

CRC Development & Construction Co. LLC Response

CONTACT INFORMATION

Company:
CRC Development & Construction Co. LLC

Email:
carlo@crcdesign-build.com

Contact:
Carlo Cantu

Address:
2016 S 45th St.,
McAllen, TX 78503

Phone:
(208) 972-1192

Website:
N/A

Submission Date:
May 30, 2025 12:32 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 26, 2025 11:26 AM by Carlo Cantu

Addendum #2
Confirmed May 30, 2025 7:24 AM by Carlo Cantu

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Cover_Letter_-_CRC_Dev-Con_Co..pdf
Carlo_R._Cantu_Resume.pdf
Carlo_R._Cantu_-_Previous_Work_Experience.pdf
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5. Information Only

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Minority-Owned,_Women-Owned_Business_Information.pdf

PRICE TABLES

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$3.00	$690.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$2.00	$460.00
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$15.00	$1,170.00
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$15.00	$1,170.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$500.00	$500.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$100.00	$5,200.00
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$1,000.00	$1,000.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$75.00	$7,050.00
496-6042	REMOV STR (SMALL)	2	EA	$3,000.00	$6,000.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$20.00	$5,600.00
550-6006	GATE (REMOVE)	1	EA	$1,700.00	$1,700.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$3,000.00	$3,000.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$4,000.00	$4,000.00
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$50.00	$1,000.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$50.00	$2,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$75.00	$5,100.00
690-6021	REMOVAL OF TIMBER POLES	1	EA	$1,680.00	$1,680.00
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$1,000.00	$3,000.00
496-6041	REMOVE STR (LARGE)	1	EA	$15,000.00	$15,000.00
TOTAL					**$65,320.00**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[SOUTHERN TRENCHLESS SOLUTIONS, LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-7

FM 490 Booster Station Demolition

RESPONSE DEADLINE: June 5, 2025 at 3:00 pm

Report Generated: Tuesday, July 1, 2025

Southern Trenchless Solutions, LLC Response

CONTACT INFORMATION

Company:
Southern Trenchless Solutions, LLC

Email:
adminstx@southerntrenchless.com

Contact:
Ramon Closner

Address:
1200 W. Expressway 83
La Feria,, TX 78559

Phone:
N/A

Website:
www.southerntrenchless.com

Submission Date:
Jun 5, 2025 1:29 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 4, 2025 10:37 AM by Ramon Closner

Addendum #2
Confirmed Jun 4, 2025 10:38 AM by Ramon Closner

QUESTIONNAIRE

1. Proposal*
Pass

Please upload your entire proposal here as one complete PDF document.

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1_-_Proposal.pdf

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2_-_Proprietary_Documents.pdf

3. Please upload your current insurance certificate.*
Pass

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3_-_Certificate_of_Insurance.pdf

4. Required Certifications

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- 1. SAM.UEI.Vendor Informati...

4.1-_SAM_Vendor_Information.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE.*
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- Conflict of Interest Form.pdf

4.2_-_Conflict_of_Interest_Form.pdf

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- EEO Certification.pdf

4.3_-_EEO_Certification.pdf

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- Clean Air and Water Form.pdf

4.4_-_Clean_Air_and_Water_Certification.pdf

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- Non-Lobbying_Form.pdf

4.5_-_Non-Lobbying_Form.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.*
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- Non-Collusion_Affidavit.pdf

4.6_-_Non-Collusion_Affidavit.pdf

5. Information Only

INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESSES
Pass

- Minority_Owned_Women-Owned.pdf

5.1_-_Minority_Owned_Information.pdf

PRICE TABLES

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$12.50	$2,875.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$12.50	$2,875.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$48.00	$3,744.00
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$48.00	$3,744.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$5,000.00	$5,000.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$185.00	$9,620.00
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$1,250.00	$1,250.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$40.00	$3,760.00
496-6042	REMOV STR (SMALL)	2	EA	$1,250.00	$2,500.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$4.50	$1,260.00
550-6006	GATE (REMOVE)	1	EA	$625.00	$625.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$1,250.00	$1,250.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$1,250.00	$1,250.00
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$12.50	$250.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$12.50	$500.00
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$11.00	$748.00
690-6021	REMOVAL OF TIMBER POLES	1	EA	$250.00	$250.00
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$333.00	$999.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
496-6041	REMOVE STR (LARGE)	1	EA	$25,000.00	$25,000.00
TOTAL					**$67,500.00**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[DURNELL COMPANIES] RESPONSE DOCUMENT REPORT

BID No. 2025-7

FM 490 Booster Station Demolition

RESPONSE DEADLINE: June 5, 2025 at 3:00 pm

Report Generated: Tuesday, July 1, 2025

Durnell Companies Response

CONTACT INFORMATION

Company:
Durnell Companies

Email:
amber@durnellcompanies.com

Contact:
Amber Cress

Address:
PO Box 4
Ingleside, TX 78362

Phone:
(361) 244-1004

Website:
N/A

Submission Date:
Jun 5, 2025 12:58 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 26, 2025 11:44 AM by Amber Cress

Addendum #2
Confirmed Jun 3, 2025 6:58 PM by Amber Cress

QUESTIONNAIRE

1. Proposal*
Pass

Please upload your entire proposal here as one complete PDF document.

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Edingburg_Bid_Proposal_-_Durnell_Companies.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

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DC_COI.pdf

4. Required Certifications

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Conflict_of_Interest_Form.pdf

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- EEO Certification.pdf

EEO_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
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- Clean Air and Water Form.pdf

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PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
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Non-Lobbying_Form.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.*
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- Non-Collusion_Affidavit.pdf

Non-Collusion_Affidavit.pdf

5. Information Only

INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESSES
Pass

- Minority_Owned_Women-Owned.pdf

Minority_Owned_Women-Owned.pdf

PRICE TABLES

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$7.00	$1,610.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$3.50	$805.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$35.26	$2,750.28
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$19.24	$1,500.72
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$2,500.00	$2,500.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$115.40	$6,000.80
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$1,500.00	$1,500.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$53.20	$5,000.80
496-6042	REMOV STR (SMALL)	2	EA	$3,000.00	$6,000.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$7.15	$2,002.00
550-6006	GATE (REMOVE)	1	EA	$500.00	$500.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$2,500.00	$2,500.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$2,500.00	$2,500.00
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$50.00	$1,000.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$50.00	$2,000.00
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$50.00	$3,400.00
690-6021	REMOVAL OF TIMBER POLES	1	EA	$749.40	$749.40
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$800.00	$2,400.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
496-6041	REMOVE STR (LARGE)	1	EA	$25,000.00	$25,000.00
TOTAL					**$69,719.00**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[JMJ CONSTRUCTORS] RESPONSE DOCUMENT REPORT

BID No. 2025-7

FM 490 Booster Station Demolition

RESPONSE DEADLINE: June 5, 2025 at 3:00 pm

Report Generated: Tuesday, July 1, 2025

JMJ Constructors Response

CONTACT INFORMATION

Company:
JMJ Constructors

Email:
jmjconstructors@gmail.com

Contact:
Jose Diaz

Address:
2005 n Los ebanos Blvd
Alton, TX 78573

Phone:
N/A

Website:
N/A

Submission Date:
Jun 5, 2025 1:38 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 4, 2025 3:54 PM by Jose Diaz

Addendum #2
Confirmed Jun 4, 2025 3:54 PM by Jose Diaz

QUESTIONNAIRE

1. Proposal*
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City_of_Edinburg_FM_490_Booster_Station_Demolition_(Bid_No_2025-7)(Filled_Out).pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

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Certificate_of_Insurance_(Edinburg).pdf

4. Required Certifications

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Non-Lobbying_Form_(Filled_Out).pdf

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- Non-Collusion_Affidavit.pdf

Non-Collusion_Affidavit(_Bid_filled_Out).pdf

5. Information Only

INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESSES
Pass

- Minority_Owned_Women-Owned.pdf

Minority_Owned_Women-Owned_(Filled_out).pdf

PRICE TABLES

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$7.00	$1,610.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$3.00	$690.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$20.00	$1,560.00
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$15.00	$1,170.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$5,000.00	$5,000.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$97.00	$5,044.00
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$3,500.00	$3,500.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$32.00	$3,008.00
496-6042	REMOV STR (SMALL)	2	EA	$5,000.00	$10,000.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$18.00	$5,040.00
550-6006	GATE (REMOVE)	1	EA	$150.00	$150.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$500.00	$500.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$1,500.00	$1,500.00
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$30.00	$600.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$30.00	$1,200.00
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$30.00	$2,040.00
690-6021	REMOVAL OF TIMBER POLES	1	EA	$1,000.00	$1,000.00
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$500.00	$1,500.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
496-6041	REMOVE STR (LARGE)	1	EA	$35,000.00	$35,000.00
TOTAL					**$80,112.00**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[CONSTRUX ENTERPRISES LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-7

FM 490 Booster Station Demolition

RESPONSE DEADLINE: June 5, 2025 at 3:00 pm

Report Generated: Tuesday, July 1, 2025

Construx Enterprises LLC Response

CONTACT INFORMATION

Company:
Construx Enterprises LLC

Email:
construxenterprisesllc@gmail.com

Contact:
Robert Guerra

Address:
P.O. Box 339
Edcouch, TX 78538

Phone:
(956) 363-8401

Website:
N/A

Submission Date:
Jun 3, 2025 11:20 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 3, 2025 4:19 PM by Robert Guerra

Addendum #2
Confirmed Jun 3, 2025 4:20 PM by Robert Guerra

QUESTIONNAIRE

1. Proposal*
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Executed_Bid_Bond_-_Edinburg_City_-_FM_490_Booster_Station_Demolition_-_6-3-2025.PDF
Z_-TxDot_Approval_Letter_construx_32155.pdf
Statment_of_Bidders_-_Edinburg_City_-_FM_490_Booster_Station_Demo_-_6-3-2025.PDF

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Construx_Enterprises_-_COI_PDF_02.04.2025_SIGNED.pdf

4. Required Certifications

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PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
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- Clean_Air_and_Water_Form.pdf

Signed_Clean_Air_Certificate_-_Edinburg_FM_490_Booster_Station_Demo-_6-3-2025.PDF

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- Non-Collusion_Affidavit.pdf

Signed_NON_Collusion_Affidavit_-_Edinburg_-_FM_490_Booster_Station_Demo_-_6-3-2025.PDF

5. Information Only

INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESSES
Pass

- Minority_Owned_Women-Owned.pdf

Minority_Owned_Women-Owned_-_No_signature_required.pdf

PRICE TABLES

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$4.51	$1,037.30

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$1.52	$349.60
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$67.81	$5,289.18
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$24.29	$1,894.62
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$2,870.00	$2,870.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$28.23	$1,467.96
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$6,765.00	$6,765.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$9.47	$890.18
496-6042	REMOV STR (SMALL)	2	EA	$2,152.50	$4,305.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$6.36	$1,780.80
550-6006	GATE (REMOVE)	1	EA	$256.25	$256.25
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$2,460.00	$2,460.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$3,075.00	$3,075.00
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$6.15	$123.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$7.69	$307.60
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$9.23	$627.64
690-6021	REMOVAL OF TIMBER POLES	1	EA	$666.25	$666.25

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$563.75	$1,691.25
496-6041	REMOVE STR (LARGE)	1	EA	$63,550.00	$63,550.00
TOTAL					**$99,406.63**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[NORRISLEAL, LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-7

FM 490 Booster Station Demolition

RESPONSE DEADLINE: June 5, 2025 at 3:00 pm

Report Generated: Tuesday, July 1, 2025

NorrisLeal, LLC Response

CONTACT INFORMATION

Company:
NorrisLeal, LLC

Email:
jose.leal@norrisleal.com

Contact:
Jose Leal

Address:
1222 E. Tyler Avenue
Suite C
Harlingen, TX 78550

Phone:
(956) 827-0161

Website:
NorrisLeal.com

Submission Date:
Jun 5, 2025 12:00 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 23, 2025 4:43 PM by Z Abdallah

Addendum #2
Confirmed May 28, 2025 1:21 PM by Z Abdallah

QUESTIONNAIRE

1. Proposal*
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24-25_Master_COI_-_City_of_Edinburg.pdf

4. Required Certifications

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- 1. SAM.UEI.Vendor Informati...

4.1-SAM.UEI.Vendor_Information.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE.*
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Please download the below documents, complete, and upload.

- Conflict of Interest Form.pdf

4.2-Conflict_of_Interest_Form.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
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- EEO Certification.pdf

4.3-EEO_Certification.pdf

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- Clean Air and Water Form.pdf

4.4-Clean_Air_and_Water_Form.pdf

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4.5-Non-Lobbying_Form.pdf

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- Non-Collusion_Affidavit.pdf

4.6-Non-Collusion_Affidavit.pdf

5. Information Only

INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESSES
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- Minority_Owned_Women-Owned.pdf

Minority_Owned___Women_Owned_Form.pdf

PRICE TABLES

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$20.70	$4,761.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$25.04	$5,759.20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$65.38	$5,099.64
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$43.15	$3,365.70
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$5,000.00	$5,000.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$255.77	$13,300.04
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$4,000.00	$4,000.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$42.55	$3,999.70
496-6042	REMOV STR (SMALL)	2	EA	$4,000.00	$8,000.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$8.57	$2,399.60
550-6006	GATE (REMOVE)	1	EA	$2,100.00	$2,100.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$2,100.00	$2,100.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$2,000.00	$2,000.00
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$90.00	$1,800.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$12.50	$500.00
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$48.53	$3,300.04
690-6021	REMOVAL OF TIMBER POLES	1	EA	$265.08	$265.08
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$750.00	$2,250.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
496-6041	REMOVE STR (LARGE)	1	EA	$40,000.00	$40,000.00
TOTAL					**$110,000.00**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[8/A BUILDERS LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-7

FM 490 Booster Station Demolition

RESPONSE DEADLINE: June 5, 2025 at 3:00 pm

Report Generated: Tuesday, July 1, 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:
Jun 5, 2025 2:57 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 5, 2025 12:48 PM by Arnoldo Ochoa

Addendum #2
Confirmed Jun 5, 2025 12:48 PM by Arnoldo Ochoa

QUESTIONNAIRE

1. Proposal*
Pass

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Bid_Package.pdf

2. If you have any proprietary documents, please attach the redacted document here.
Pass

BID_BOND_(2).pdf

3. Please upload your current insurance certificate.*
Pass

Please upload your current insurance certificate.

COI_Edinburg.pdf

4. Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
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- 1. SAM.UEI.Vendor Informati...

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- Conflict of Interest Form.pdf

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- EEO Certification.pdf

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NON_Collusion.pdf

5. Information Only

INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESSES

- Minority_Owned_Women-Owned.pdf

No response submitted

PRICE TABLES

FM 490 BOOSTER STATION DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	230	LF	$25.56	$5,878.80

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	230	LF	$25.56	$5,878.80
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78	SY	$184.33	$14,377.74
506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$184.33	$14,377.74
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$24,000.00	$24,000.00
104-6013	REMOVING CONC (FOUNDATIONS)	52	SY	$295.00	$15,340.00
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	1	EA	$4,878.00	$4,878.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	94	SY	$63.17	$5,937.98
496-6042	REMOV STR (SMALL)	2	EA	$4,104.00	$8,208.00
550-6003	CHAIN LINK FENCE (REMOVE)	280	LF	$24.00	$6,720.00
550-6006	GATE (REMOVE)	1	EA	$6,800.00	$6,800.00
7049-6124	CUT AND PLUG WATER MAIN (2IN)	1	EA	$6,800.00	$6,800.00
7049-6126	CUT AND PLUG WATER MAIN (6IN)	1	EA	$7,878.00	$7,878.00
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	20	LF	$258.90	$5,178.00
7016 6027	REMOVE EXIST WATER PIPE (4")	40	LF	$160.00	$6,400.00
7016 6028	REMOVE EXIST WATER PIPE (6")	68	LF	$140.00	$9,520.00
690-6021	REMOVAL OF TIMBER POLES	1	EA	$4,578.00	$4,578.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7300-6005	REMOVE & DISPOSE WATER VALVE	3	EA	$3,000.00	$9,000.00
496-6041	REMOVE STR (LARGE)	1	EA	$1,678.00	$1,678.00
TOTAL					**$163,429.06**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.G.
Commercial Charge Card Program Cooperative Agreement with U.S. Bank

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Commercial Charge Card Program Cooperative Agreement with U.S. Bank (Contract No. 946-M4) Through the State of Texas, Comptroller of Public Accounts. [Ascencion Alonzo, Director of Finance]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the City is a member of the following different cooperative purchasing entities in the State of Texas, Comptroller of Public Accounts, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR), and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City of Edinburg currently participates in the State of Texas Charge Card Program through a cooperative agreement with Citibank (Contract No.946-M2), which has served as the state's designated provider since 2017 and will expire on August 31, 2025. The State of Texas, through the Comptroller of Public Accounts, recently completed a competitive procurement process and awarded a new contract to U.S. Bank (Contract No. 946-M4).

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Commercial Charge Card Program Cooperative Agreement with U.S. Bank (Contract No. 946-M4) Through the State of Texas, Comptroller of Public Accounts.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:
A. U.S. Bank Notice of Award
B. U.S. Bank Cooperative Purchasing Member Addendum

Docusign Envelope ID: C863D052-5CA5-4D96-94B0-65B3777853A2

NOTICE OF AWARD

U.S. Bank National Association
Mark A. Hess, Account Manager
800 Nicollet Mall
Minneapolis, MN 55402

Re:	Contract Category:	946-M4 Charge Cards: Commercial Charge Card Services
	Contract ID No.:	946M4-3292
	RFP No.:	304T-24-946M4
	Term of Contract:	Date of Deputy Comptroller's signature on this Notice of Award, through March 31, 2027

Your company, U.S. Bank National Association, submitted a Response to the Comptroller of Public Accounts (CPA) in response to the above-referenced Request for Proposal (RFP). This letter is to inform you that the Comptroller accepts your Proposal for the item(s) listed in the attached Contract Item List.

The Contract consists of the documents stated in Section B.3.2 of the RFP; however, products or services in your Response for which you sought an award that are not included in the attached Contract Item List are not part of the Contract.

Only those assumptions and exceptions specifically noted in Exhibit A are accepted by CPA and are part of this Notice of Award. All other assumptions and exceptions in your Response, if any, are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

As stated in the RFP, no minimum compensation under the Contract is guaranteed. You must not process or make delivery for any products or services until receipt of a purchase order by a Customer pursuant to the terms of the Contract.

Any payment due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the state of Texas.

The terms and conditions of this Contract may be modified only through a written amendment executed by an authorized representative of the CPA. Customers may not modify the terms and conditions nor amend the Contract.

Texas Comptroller of Public Accounts

DocuSigned by:
Lisa Craven
E450165D764443C...

5/15/2025 | 5:22 PM CDT

Lisa Craven
Deputy Comptroller

Date

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Exhibit A
Mutually Agreed Exceptions
Charge Cards – Line 1
Commercial Charge Card Services
Contract ID No. 946M4-3292

The parties agree to amend the Contract terms and conditions as set forth below. Except as expressly stated herein, all other terms of the Contract remain unchanged and are in full force and effect.

1. RFP, Part A, Section A.4. Pricing is amended to remove paragraph three and four and replace with the following language:

   "Respondent must complete and return the Mandatory Price Sheet, including the proposed rebate schedule(s). These proposed rebates, and all discounts and incentives, may only be adjusted in accordance with this Section.

   Contractor may increase the rebate rate at any time, for any reason. For rebate decreases, Contractor may, up to twice per calendar year, submit a rebate adjustment request to CPA. CPA shall evaluate the request that shows the Contract rebate is impacted by changes in (1) credit card interchange programs or (2) law. No other basis for rebate decrease is permitted. CPA at its sole discretion may accept, reject, or negotiate any proposed rebate adjustment. If U.S. Bank does not concur with the decision of CPA with regard to a rebate decrease, U.S. Bank may terminate the agreement upon giving 180 days of notice of the CPA decision. U.S. Bank will extend the program beyond 180 days, with no rebate, until a new provider is onboarded."

2. RFP, Part A, Section A.5. Insurance is deleted in its entirety and replace with the following language.

   "The Response must include a statement that Respondent intends to maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified in the table below. The Response should also describe other insurance coverage maintained by Respondent in the ordinary course of business and provide proof of same in its Response. If Respondent's normal and customary insurance coverage exceeds the minimum required amounts in this Solicitation, the Contract will require those normal and customary types and amounts of coverage. Proof of insurance may be provided in the form of current certificates of insurance.

   Respondent may propose alternate insurance amounts or coverages in the form of an exception. See Section A.17.8. If CPA rejects the exception, the Respondent shall obtain the minimum coverage listed.

   Any subcontractor performing work under this Contract must meet the same minimum insurance requirements. Contractor shall ensure its subcontractors' compliance with all requirements.

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Minimum Required Amounts of Insurance Coverage	
Type of Insurance	**Each Occurrence/Aggregate**
Commercial General Liability (Occurrence based) Required types of coverage: Blanket, Broad Form Property Damage, Premises and Operations Hazards, Products and Completed Operations Hazards, Independent Contractor's, and Contractual Liability	Bodily Injury and Property Damage $2,000,000 Each Occurrence Limit $2,000,000 Aggregate Limit $2,000,000 Products/Completed Operations Aggregate Limit $1,000,000 Personal Injury and Advertising Liability
Automobile Liability All Owned, Hired and Non-Owned Vehicles (Required if the Contractor owns vehicles or uses vehicles to perform the Contract)	$500,000 Combined Single Limit (for each accident)
Workers' Compensation (Required if the Contractor has one or more employees)	Statutory Limits
Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	 $1,000,000 Each Accident $1,000,000 Each Employee $1,000,000 Policy Limit
Umbrella or Excess Liability	$10,000,000 of additional coverage (either Umbrella or Excess Liability) for all liability policies required for this Contract (excluding Workers' Compensation insurance)
Cyber and Privacy Insurance	$20,000,000 Aggregate Limit (If Respondent normal and customary insurance, primary and excess coverage, exceeds the minimum required, Respondent is required to maintain such additional coverage)
Crime Insurance	$ 10,000,000 Aggregate Limit

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Additional Insurance	Additional insurance and related provisions may be required by Customer depending on Customer's particular circumstances. Customer will identify any additional insurance requirements when placing a purchase order

All required insurance policies must be issued from a company or companies with a Financial Strength Rating of "A-" or better and a Financial Size Category of VIII or larger from AM Best. CPA may consider other sources of information and reserves the right to determine whether an insurer is acceptable in its sole discretion.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to CPA. Except as specified below, all insurance policies must:

(1) The required General Liability and Automobile Liability policies shall be written on a primary and non-contributory basis.
(2) name the state of Texas as a certificate holder on all certificates of insurance;
(3) name the state of Texas, its officers and employees as additional insureds on the required General Liability and Automobile Liability policies; and
(4) the required General Liability, Automobile Liability, and worker's compensation policies shall include a waiver of subrogation in favor of the state of Texas, its officers and employees for bodily injury (including death), property damage or any other loss arising from the Contract or any purchase order.

Within five business days of receiving the Notice of Award, Contractor shall submit current certificates of insurance to CPA. Notices will be sent to spd.cmo@cpa.texas.gov. Failure to submit acceptable proof of insurance may result in termination. Contractor shall maintain the required insurance throughout the Contract.

Contractor must disclose on its insurance certificate whether any of the coverage required under the Contract is being satisfied with a Self-Insured Retention (SIR) and list the amount of the SIR. Contractor must obtain CPA's prior approval of an SIR in excess of $10,000, and provide any documentation requested by SPD.

Contractor shall:

(1) provide written documentation to Statewide Contract Management (SCM) by email at spd.cmo@cpa.texas.gov at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy; and

(2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and

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(3) deliver proof of all renewal policies prior to any expiration of a required policy to SCM by email at spd.cmo@cpa.texas.gov. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Contractor's obligations under the Contract."

3. RFP, Part A, Section A.9.1. Billing is amended to remove paragraph three and replace with the following paragraph:

   "The State of Texas requires that all fees to the state be waived including, but not limited to, account establishment, monthly percentage, late payment, transaction, reporting, training, auditing and methodology assessment fees that apply. No fees shall be assessed regardless of activity on the account. Late payment interest will be assessed as determined in the Prompt Payment Act."

4. RFP, Part A, Section A.9.1. Billing is amended to remove the last paragraph and replace it with the following language:

   "The State of Texas or Customer may withhold payment for defective goods or services in accordance with the Prompt Payment Act. IBAs will be assessed against the requirements of the Fair Credit Billing Act."

5. RFP, Attachment A, Section 22. No Felony Criminal Convictions is amended to remove Section 22 in its entirety and replace with the following:

   "Respondent represents and warrants that, to the best of its knowledge and without independent review, Respondent has not and Respondent's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Respondent has fully advised CPA as to the facts and circumstances surrounding the conviction. If awarded the Contract, Contractor has continuing duty to amend, supplement, or correct this representation and warranty not later than ten days after discovering additional information relating to felony criminal convictions of Contractor or any of its employees. Contractor will not allow any employee convicted of a felony criminal offense to perform tasks related to the contract without sch disclosure and express permission from CPA."

6. RFP, Attachment E, Section E.1. Rebate Calculation is amended to remove Subsection E.1(C) and replace with the following:

   "The Rebate period shall be calculated on a 6-month basis with cycle close dates at the end of August (August 31) and at the end of February (February 28 or 29) of each such fiscal year."

7. RFP, Attachment E, Section E.2.1. Technical and Reporting Requirements is amended to remove Subsection E.2.1(E) and replace with the following:

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"Program System shall have 24 hours/7 days/week availability with scheduled downtimes only for upgrades and maintenance. All such upgrades must be announced in writing at least 10 working days prior to implementation of any change and limited to early morning hours (12:00 am – 6:30 am Central Time) or evening hours (7:00 pm - 11:59 pm Central Time) and/or non-business days when feasible, not to exceed two hours during any 24 hour period Monday through Friday (excluding Federal and State holidays). Program System downtime in excess of two hours during any 24 hour period during Monday through Friday (excluding Federal and State holidays), during the contract term, may result in the assessment of liquidated damages as set forth in Attachment G - Schedule of Liquidated Damages. This provision does not apply to nightly batch process which allows for account creation and maintenance. Batch Processing runs from 7:00 pm Central Time (CT) through approximately 10:00 pm CT seven days a week. There are no outages during this time as all system functions are available. Scheduled maintenance affecting the Access Online portal availability would be from 2:00 AM CT to 7:00 AM CT Sunday mornings. This will not affect Access Online Authorization as Base24, Contractor's fault tolerant system, will stand in for any maintenance outage on the Mainframe. The Access Online portal would be affected with scheduled maintenance on a quarterly basis, for which Contractor shall provide the required advance notice."

8. RFP, Attachment E, Section E.2.1Technical and Reporting Requirements is amended to remove Subsection E.2.1(J)(1) and replace with the following:

    1. "Notify CPA promptly, but no later than two (2) hours;"

9. RFP, Attachment E, Section E.2.2. Security Requirements is amended to remove Subsection E.2.2(G) Independent Information Security Assessment and replace with the following:

    "G. Independent Information Security Assessment: If Contractor has access to a Customer Information System or receives, processes, transmits or stores Customer Data, then Contractor shall provide CPA the opportunity to review the most recent information security assessment conducted by an independent third-party (e.g., SSAE-18 SOC 2 Type II, ISO 27002) upon contract award and annually thereafter. CPA, in its sole discretion may conduct a security assessment of any information system holding Customer Data or connected to a Customer Information System. CPA's security assessment may consist of a review of the following: (i) independent third-party assessment(s) contracted by Contractor (e.g., SSAE 18 SOC 2 Type II, ISO 27002) and (ii) Contractor's System Security Plan. Contractor as a Federally-chartered financial institution with the highest level of security can only share the report in a live meeting (web conference preferred) setting. U.S. Bank is not obligated to provide such third-party assessments but will allow CPA to perform a supervised review if the requested assessment results are available to U.S. Bank."

10. RFP, Attachment E, Section E.2.2. Security Requirements is amended to remove Subsection E.2.2(H) Media Sanitization and replace with the following:

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"H. Media Sanitization: Contractor shall sanitize information system media, both digital and non-digital, in a manner consistent with the guidelines in with NIST Special Publication 800-88 (Guidelines for Media Sanitization) when Customer Data in the custody of Contractor is no longer required to be retained by the contract with CPA. Contractor must retain a record documenting each sanitization procedure that, at a minimum, includes the following information: (i) date sanitization completed, (ii) description of the item(s), serial number(s), inventory control number(s), if applicable, and (iii) sanitization method used. No later than sixty (60) calendar days from contract expiration or termination or as otherwise specified in the contract with CPA, Contractor must either (i) complete the sanitization and submit via email to the CPA Contract Manager all sanitization documentation or (ii) submit a written statement via email to the CPA Contract Manager explaining the reason that destruction of Customer Data by Contractor is technically impossible or impractical. Contractor's obligations set forth in the clause survive the termination or expiration of the contract as long as Contractor retains Customer Data."

11. RFP, Attachment E, Section E.2.2. Security Requirements is amended to remove Subsection E.2.2(K) Security Incident Notification and replace with the following:

"K. Security Incident Notification: Contractor shall have policies and procedures for the effective management of Security Incidents that shall be made available to CPA upon written request. Within 24 hours of Contractor's discovery or reasonable belief and Contractor's relationship manager knowledge that there has been an event that results in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption or destruction of confidential Customer information ("Security Incident"), Contractor shall provide notice to CPA by calling 800-531-5441 EXT 34357. Until the investigation is complete, Contractor shall submit daily, or as otherwise agreed by CPA, a written report via encrypted email to security.alerts@cpa.texas.gov that includes all event details Contractor is permitted by law or Contractor's internal policies to be shared with CPA. Subject to review and approval of CPA, Contractor shall provide notice at its own cost that satisfies the requirements of applicable law to individuals whose information was compromised or likely compromised as a result of the Security Incident. If CPA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing the notice shall be reimbursed to CPA by Contractor. If Contractor does not reimburse such costs within 30 days of CPA's written request, then CPA shall have the right to collect such costs."

12. RFP, Attachment E, Section E.2.3 Card Security Control and Restrictions is amended to remove Subsection E.2.3(L) System Security Reviews and Audits and replace with the following:

"L. System Security Reviews and Audits: The Program System will be subject to security reviews, as required by CPA, before and throughout the period of performance. The Contractor shall provide complete information and access to CPA, as required, to facilitate these reviews. Reviews include, but are not limited to the following:

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1. SSAE 16 SOC 2 Type II Audit: CPA requires Contractor to obtain SSAE 16 SOC 2 Type II annual audits of their internal controls and provide the report to SPD Statewide Contract Management (SCM).

2. Penetration Tests: CPA requires Contractor to obtain annual penetration tests and provide to SPD Statewide Contract Management (SCM) or appropriate CPA Information Security personnel the ability to participate in a supervised review, via a live meeting (web conference preferred) setting, a summary of the results, including a plan of actions and milestones (POAMs) for remediation.

3. System Audits: To test, verify, and continuously monitor security compliance, CPA reserves the right to perform audits of management, operational and technical controls of Contractor's systems annually, or as required via information security questionnaires.

4. Contractor shall comply with changes to security control review, audit and authorization requirements as they are updated.

Contractor as a Federally-chartered financial institution with the highest level of security can only share the report in a live meeting (web conference preferred) setting. Contractor is not obligated to provide such third-party assessments but will allow CPA to perform a supervised review if the requested assessment results are available to U.S. Bank."

13. RFP, Attachment E, Section E.2.3 Card Security Control and Restrictions is amended to remove Subsection E.2.3(P)(3) and replace with the following:

"3. represent and warrant that, to the best of its knowledge and without independent review, Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised CPA as to the facts and circumstances surrounding the conviction. If awarded the contract, Contractor has a continuing duty to amend, supplement or correct this representation and warranty not later than ten days after discovering additional information relating to felony criminal convictions of Contractor or any of its employees. Contractor will not allow any employee convicted of a felony criminal offense to perform tasks related to the contract without such disclosure and express permission from CPA."

14. RFP, Attachment E, Section E.2.3. Card Security Control and Restrictions is amended to remove Subsection E.2.3(Q)(2) and replace with the following:

"2. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity and confidentiality of Customer data, Contractor shall comply with reasonable requests for CPA to access Contractor's technical capabilities, operations, documentation, records and databases, if such access is possible without exposing Confidential Information; and"

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15. RFP, Attachment E, Section E.3.1. Customer Service. U.S. Bank confirms compliance with the Solicitation's requirement in Subsection E.3.1(A)(1).

16. RFP, Attachment E, Section E.3.1. Customer Service is amended to remove Subsection E.3.1(A)(4) and replace with the following:

    "B. Contractor shall notify CPA, in writing, at least 15 calendar days prior to any change of a Dedicated Account Manager. Failure to provide notice at least 15 calendar days may result in the assessment of liquidated damages as set forth in Attachment G – Schedule of Liquidated Damages. This provision only applies if the Contractor has the 15 days' notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice."

17. RFP, Attachment E, Section E.3.1. Customer Service is amended to remove Subsection E.3.1(B)(7) and replace with the following paragraph.

    "7. Contractor shall notify CPA, in writing, at least 10 calendar days prior to any change of a Dedicated or Designated CSR. Failure to provide notice at least 10 calendar days may result in the assessment of liquidated damages as set forth in Attachment G – Schedule of Liquidated Damages. This provision only applies if the Contractor has the 10 days' notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon the day of actual notice."

18. RFP, Attachment E, Section E.3.1. Customer Service is amended to remove Subsection E.3.1(C)(4) and replace with the following paragraph.

    "Contractor shall notify CPA, in writing, at least 10 calendar days prior to any change of a Dedicated Technical Help Desk Member, Failure to provide notice at least 10 calendar days may result in the assessment of liquidated damages as set forth in Attachment G – Schedule of Liquidated Damages. This provision only applies if the Contractor has the 10 days' notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice."

19. RFP, Attachment G, Table, Row 1 is amended to remove the language in the Requirement column and replace with the following:

    "Contractor shall provide a Program System with 24 hours/7 days/week availability without downtime in excess of 2 hours during any 24-hour period Monday through Friday (excluding federal and state holidays), during the contract term, except for scheduled maintenance for which CPA has received 10 days' advance notice. This provision does not apply to nightly batch process which allows for account creation and maintenance. Batch Processing runs from 7:00 pm Central Time (CT) through approximately 10:00 pm CT seven days a week. There are no outages during this time as

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all system functions are available. Scheduled maintenance affecting the Access Online portal availability would e from 2:00 am CT to 7:00 am CT Sunday mornings. This will not affect Access Online Authorization as Base24, Contractor's fault tolerant system, will stand in for any maintenance outage on the Mainframe. Access Online portal would be affected with maintenance on a quarterly basis, for which Contractor shall provide the required advance notice."

20. RFP, Attachment G, Table, Row 2 is amended to remove the language in the Requirement column and replace with the following:

    "In the event that Contractor fails or is unable to restore full Program System functionality within 2 hours during Monday through Friday (excluding Federal and State holidays), Contractor shall:
    -notify CPA promptly, but no later than two (2) hours; and
    -use commercially reasonable efforts to develop in a timely fashion, procedures or routines, for use by Customers, which, when employed in the regular operation of, or access to, the Program System, will avoid or substantially diminish the practical adverse effects of the loss of major functionality to the Program System."

21. RFP, Attachment G, Table, Row 2C, is amended to remove the language in the Requirement column and replace with the following:

    "Contractor shall notify CPA, in writing, at least 15 calendar days prior to any change of an Account Manager. This provision only applies if the Contractor has the 15 days' notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice."

22. RFP, Attachment G, Table, Row 3F, is amended to remove the language in the Requirement column and replace with the following:

    "Notify CPA in writing, at least 10 calendar days prior to any change of a Dedicated or Designated CSR. This provision only applies if the Contractor has the 10 days' notice and does not apply to short notice or sudden termination, In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice."

23. RFP, Attachment G, Table, Row 4C, is amended to remove the language in the Requirement column and replace with the following:

    "Notify CPA, in writing, at least 10 calendar days prior to any change of a Dedicated Technical Help Desk Member. This provision only applies if the Contractor has the 10 days' notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice."

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24. U.S. Bank, Proposed Solutions, Access to complete contract data upon termination or expiration, p. 6-7. U.S. Bank confirms compliance with the Solicitation's requirement in Part B, Section B.7.1 and Gov't Code §441.1855.

25. U.S. Bank, Proposed Solutions, Program Management APIs, p. 6-2. U.S. Bank and CPA agree to add Subsection FF in Section E.2.1. Technical and Reporting Requirements with the following language:

    "Contractor will offer APIs to provide a real-time connection between a Customer system and Contractor for efficient card account setup and maintenance. Customer may require Contractor to provide Application Programming Interface (API) for its card program. When requested, Contractor shall provide API upon receiving the appropriate and required information from Customer, and work with Customer to ensure API compatibility and integration with Customer's system. Additional terms and conditions applicable to API shall be negotiated between Contractor and each Customer."

26. U.S. Bank, Proposed Solutions, Card Specifications, customized pre-printed cards, p. 6-17. U.S. Bank agrees to provide to state agencies customized cards at no charge and following the requirements under Section E.3.2(B)(6). U.S. Bank agrees to provide to local governments and institutions of higher education: (a) custom logo cards with a minimum of four colors with 4th line embossing of tax exemption information at no charge; (b) fully customized card will be scoped and invoiced but no greater than $5,000.00 per 1,000 cards (c) with first order production timeline of 20 to 24 weeks.

27. U.S. Bank, Proposed Solutions, Card Issuance, p. 6-17, Implementation and Transition, p. 6-24. U.S. Bank confirms compliance with Solicitation's Sections E.3.3 and E.6.

28. U.S. Bank, Response - Exhibit 1, Commercial Charge Card Financial Proposal. U.S. Bank confirms compliance with Solicitation's requirement that rebates period will be semi-annual without a minimum requirement to qualify for rebate incentive payment.

29. U.S. Bank. Response - Exhibit 1, Commercial Charge Card Financial Proposal – Disclosures. U.S. Bank confirms its commitment to the full contract term as referenced in Part A, Section A.3. Additionally, U.S. Bank clarified state agencies and institutions of higher education are qualified for credit and will not be required to qualify for credit prior to Contract participation, and provided the following explanation regarding Customers credit-qualification:

    "As a Federally regulated financial institution, U.S. Bank is required to assess the credit position of all customers, as each account is liable to repay U.S. Bank for the commercial charge card purchases made by authorized cardholders. The establishment of commercial charge card and other banking relationships within the United States also requires compliance with various applicable laws, regulations and requirements of those agencies that are charged with ultimate enforcement of those laws, some of which overlap with the credit qualification process.

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U.S. Bank will maintain credit for the State of Texas, to include state agencies and institutes of higher education, based on our analysis of the State's access to capital. Access will be determined at the discretion of U.S. Bank, based on publicly accessible information such as the State's approved budget and appropriations, as well as third-party bond ratings. The collection of required information used to ensure protections and establish credit relationships (known as KYC) allows U.S. Bank to evidence that we fully know our customers and appropriately conduct sanctions filtering of the cardholder and company information at the time of account opening and on a regular basis to fulfill our legal and regulatory obligations, since OFAC prohibits U.S. companies from conducting business with certain foreign countries or entities that it considers to be fostering terrorist or other illegal activities."

30. U.S. Bank, Proposed Solutions and Exhibits, Security Requirements. CPA accepts the following attachments included in U.S. Bank's Response: (a) online security; (b) privacy; (c) Organizational Security Overview; and (d) Enterprise Reliability Plan. U.S. Bank may not unilaterally change any of the included attachments. Any terms or conditions unilaterally revised subsequent to award shall not be enforceable against CPA and its Customers, and CPA and Customers shall not be deemed to have consented to them. Changes in terms and conditions of any attachment may be made only by written agreement of both parties.

AGREEMENT

CPA will indicate its agreement by issuing a notice of award signed by the Deputy Comptroller.

By the signature of its authorized representative below, the Contractor shows its agreement and acknowledges that as the result of negotiation only those exceptions and modifications specifically noted in this exhibit are agreed between the parties:

E-SIGNED by Ryan Potts
on 2025-05-14 22:19:51 GMT

Ryan Potts

Signature of Authorized Representative — Printed Name

Senior Vice President

Authorized Representative Title

US Bank

Legal Company Name

May 14, 2025

Signature Date

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Contract Item List
Contract Category 946M4 Charge Cards, Commercial Charge Card Services
Contract ID No. 946M4-3292
RFP No. 304T-24-946M4

U.S. Bank National Association

General

- Credit losses are deducted from the rebate.
- Fraud losses are absorbed by U.S. Bank National Association.
- Rebates will be paid semi-annually regardless of the amount of the rebate earned.

Rebate Structure

A rebate is paid to the Customer when the file turn average is 45 days or less. File turn days are the average number of days between a charge posting and payment for that charge posting. Mathematically, file turn = sum of daily balances for the rebate period divided by the total spend for the rebate period.

- Large Ticket volume rebate: 0.80%.
- The standard volume based rebate for all other transactions, based on net charge volume for the entire program (including large ticket volume), per the chart below.

Rebate Schedule	Average Transaction Size														
Semi-Annual Spend ($ Million)	$0-$99	$100	$150	$200	$250	$300	$350	$400	$450	$500	$550	$600	$650	$700	$750+
$0-$399	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%
$400	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%
$450	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%
$500	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%
$550	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%
$600	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%
$650	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%
$700	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%
$750	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%
$800	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%
$850	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
$900	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%
$950	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%
$1,000	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%
$1,100	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%
$1,200	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%
$1,300	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%
$1,400	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%
$1,500+	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%

Additional Incentives and Enhancements

Speed of Payment: An additional 0.01% rebate for each day gained to be added to the volume rebate incentives, assumes payment within 45 file turn days or less.

- 45 file turn days: 0.00%
- 44 file turn days: 0.01%
- 43 file turn days: 0.02%
- And so on.

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Fees

- Late payment:
  - Texas Prompt Payment Act determines the late payment interest that can be charged under this Contract to governmental entities and state agencies as defined in Government Code, Chapter 2251.
  - Delinquency Fee (Individual Bill Accounts only): 2.5% (minimum $2.00). Fees are not assessed until payment is 60 days past due.
- Foreign exchange fee: 1%
- Non-sufficient funds fee: $15.00
- Cash Advance Fee (for local government entities only): 2.5% (minimum $2.00)
- Convenience checks (for local government entities only):
  - Transaction fee: 2.5% (minimum $2.00)
  - Stop payment fee: $15.00
  - Check copy fee: $2.00
  - Returned convenience check fee: $15.00
- Fully customized plastic (for local government and higher education entities): scoped and invoiced but no greater than $5,000.00 per 1,000 cards (fees waived for custom logo cards with a minimum of 4 colors with 4th line embossing of tax exemption information).

  Production timeline for first order only: 20 to 24 weeks.

- No other fees.

COOPERATIVE PURCHASING MEMBER ADDENDUM
(Commercial Charge Card Services)

This Cooperative Purchasing Member Addendum (Commercial Charge Card Services) ("**Addendum**") is entered into by , organized under the laws of the State of Texas ("**Participant**"), and U.S. Bank. This Addendum shall become effective upon signing by both parties.

RECITALS

A. The State of Texas ("**Customer**") and U.S. Bank entered into the Commercial Account Agreement 946M4 for Commercial Charge Card Services dated May 15, 2025 (as the same may be modified, amended or amended and restated from time to time, the "**Agreement**");

B. Participant desires to participate as a "Participant" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and

C. U.S. Bank has agreed to allow Participant to be bound under the Agreement and participate in the Program as a "Participant".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant and U.S. Bank agree as follows:

1. Product Selection.

Please select one or more products		
☐ **Corporate Travel & Expense Accounts**	☐ **Purchasing Accounts**	☐ **One Card Accounts**
☐ Corporate Liability ☐ Joint and Several Liability	Only Corporate Liability	Only Corporate Liability
Benefits*	**Benefits***	**Benefits***
Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits • $500,000 Standard Account • $1,000,000 Executive Account	Card Network benefits	Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits • $250,000 Standard Account • $1,000,000 Executive Account
Optional Enhancements	**Optional Enhancements**	**Optional Enhancements**
Virtual Pay Event Planner account** Managed Spend account** Executive account Executive Platinum account FlexPerks rewards account Central Billing account**	Virtual Pay Event Planner account Managed Spend account Central Billing account	Virtual Pay Event Planner account Managed Spend account Executive account Executive Platinum account FlexPerks rewards account Central Billing account

* Benefits and protections offered by the Card Networks are established by the Card Networks outside of the control of U.S. Bank and may be changed from time to time. U.S. Bank's additional benefits may be changed from time to time. The details of such programs are outlined in brochures separately provided to Account holders.

**Available only for Corporate Liability.

2. **DEFINITIONS**. Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.

3. **DESIGNATION.** Participant is hereby designated as a "Participant" under the Agreement, and upon U.S. Bank's execution of this Addendum (after completing its necessary due diligence) Participant shall be deemed a "Participant" thereunder. U.S. Bank will take direction from such Participant in the issuing of Accounts (or the suspension of Accounts issued at Participant's direction). This Addendum shall be considered a "Participant Agreement" for purposes of the Agreement.

4. **PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant
   - **4.1.** Represents and warrants that is received a copy of the Agreement;
   - **4.2.** Represents that it is a valid Cooperative Purchasing Member as defined by the State of Texas;
   - **4.3.** Represents and warrants that as of the date hereof that each of the representations and warranties made by Customer in the Agreement to U.S. Bank can be made by Participant without breach on the date hereof;
   - **4.4.** Represents and warrants that all financial and other information provided to U.S. Bank by or about Participant is true and correct;
   - **4.5.** Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether Participant has received notice of such amendment;
   - **4.6.** Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if Participant signed the Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by Customer or any other participants; and
   - **4.7.** Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.

5. **LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS.** Participant agrees that it shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. Customer shall have no liability for any obligations incurred under the Program by Participant and any Account holder designated by such Participant.

6. **NOTICES.** The notice address for Participant is:
   Participant:

   _____

   _____

   _____

   _____

   Attn:

   _____

7. **CHANGE OF CONTROL.** Participant shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Participant that (i) would prevent Participant from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Participant. Participant shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Participant to be designated a "Participant" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.

8. **REBATE PAYMENT REGISTRATION.** Customer shall register to receive rebate payments in the manner prescribed by Bank. Bank will not make any rebate payments until Customer has registered to receive payment. If Customer fails to register by the completion of a Rebate Period, Customer forfeits any payment for that Rebate Period. Customer designates the following person to register Customer:

Rebate Payment Registration	
a) Authorized Person's Name	
b) Authorized Person's Email Address	

9. **BINDING AGREEMENT.** The representations, warranties and covenants of Participant in this Addendum constitute valid, binding and enforceable agreements of Participant. The execution of this Addendum and the performance of the obligations hereunder are within the power of Participant, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participant is a party or is bound. Participant represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participant to be duly bound by this Addendum.

10. **BREACH; CONTINUATION.** Any breach by Participant of the terms of this Addendum or of the terms of the Agreement shall be a default under this Addendum permitting U.S. Bank to (i) exercise against Participant all rights and remedies available under the Agreement based upon such default and (ii) terminate this Addendum. The expiration or termination of the Agreement as to Customer or any other participant shall not terminate the Agreement as incorporated into this Addendum and such Agreement shall continue as to Participant for all purposes. However, upon such expiration or termination of the Agreement as to Customer, either U.S. Bank or Participant may at any time terminate this Addendum upon thirty (30) days' prior written notice to the other party.

11. **RATIFICATION; AMENDMENT**. Participant acknowledges that U.S. Bank and Customer may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of Participant and Participant shall be bound by the terms contained in any such amendments. Customer, and not U.S. Bank, shall have the sole responsibility of informing Participant of any such amendments. The failure of Customer to so inform Participant of any amendment shall not provide a defense to Participant against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against Participant.

12. AUTHORIZATION AND EXECUTION. This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

Each signatory represents and warrants that (i) such signer is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT	**U.S. BANK**
DATE:	DATE:
	U.S. Bank National Association
Legal Name of Participant	
(Signature of Authorized Individual)	
(Printed Name of Authorized Individual)	
(Printed Title of Authorized Individual)	

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.H.
Water Line Access Agreement between City and North Alamo Water Supply Corporation

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Sorrento Estates Subdivision Phase I. [Gerardo Carmona Jr, P.E., Director of Utilities]

2. **Description:**
This agreement will involve the installation of fire hydrants, and appurtenances to provide fire protection services for Sorrento Estates Subdivision Phase I. The property owner/developer will be responsible for the material and installation cost, and the City will incur maintenance costs.

Sorrento Estates Subdivision Phase I is within North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located inside the city limits.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Sorrento Estates Subdivision Phase I.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Mirelda Garza Ramirez,
Administrative Specialist

Attachments:
A. Agreement - Sorrento Estates Subdivision Phase I

LOCATION MAP

WATERLINE ACCESS AGREEMENT - SORRENTO ESTATES SUBDIVISION PHASE I

REQUESTED BY:	CREATED BY:	DATE:
UTILTIES DEPT.	ENGINEERING DEPARTMENT - GIS DIVISION	JUNE 24, 2025

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.

MAP PATH: J:\00_DATA\01_DEPARTMENTS\UTILITIES\01_UTILITIES_ADMINISTRATION\02_WATERLINE_ACCESS_AGREEMENT\2025\06 JUNE\SORRENTO ESTATES SUBDIVISION PHASE I\SORRENTO ESTATES SUBDIVISION PHASE I.aprx

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

June 12, 2025

Via U.S Postal Service

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg, Sorrento Estates, LLC - Sorrento Estates Subdivision Phase I

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** (***"Agreement"***) for the Sorrento Estates Subdivision Phase I for signature on behalf of the City of Edinburg (***"City"***) along with the signed Form 1295 signed by North Alamo Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

CITY OF EDINBURG
RECEIVED
JUN 20 2025
UTILITIES DEPARTMENT

CITY OF EDINBURG
RECEIVED
JUN 20 2025
CITY MANAGER'S OFFICE

c:. ./KarensFiles/NAWSC/Edinburg/SorrentoEstatesPhISubdWAA/City ltr1/RWF/kb

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1323602

Date Filed:
06/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
North Alamo Water Supply Corporation
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg, Texas

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.
NAWSCWAA118
Sorrento Estates Subdivision Phase I Waterline Access Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sorrento Estates, LLC	Mission, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steven P. Sanchez, General Manager, and my date of birth is 12/11/1956

My address is 420 South Doolittle Road (street), Edinburg (city), TX (state), 78542 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 12 day of June (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS	§	**BETWEEN:**
	§	**NORTH ALAMO WATER SUPPLY**
	§	**CORPORATION AND CITY OF**
	§	**EDINBURG**
COUNTY OF HIDALGO	§	

WATERLINE ACCESS AGREEMENT
(with City)

WHEREAS, North Alamo Water Supply Corporation ("**NAWSC**") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Edinburg ("**City**") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, Sorrento Estates, LLC ("**Owner**") is constructing a subdivision on the property described in **Exhibit "A",** Sorrento Estates Subdivision Phase I (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in** Exhibit "A". No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** (**"Fire Hydrants"**). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE **"USER")** BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT -LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

> I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially $200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

    a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

    b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.

    c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

    d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

    e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.

20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.

21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

ATTEST:

By:_____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By:_____,
Josephine Ramirez Solis, City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of ____ _____ 20_____.

_____
Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

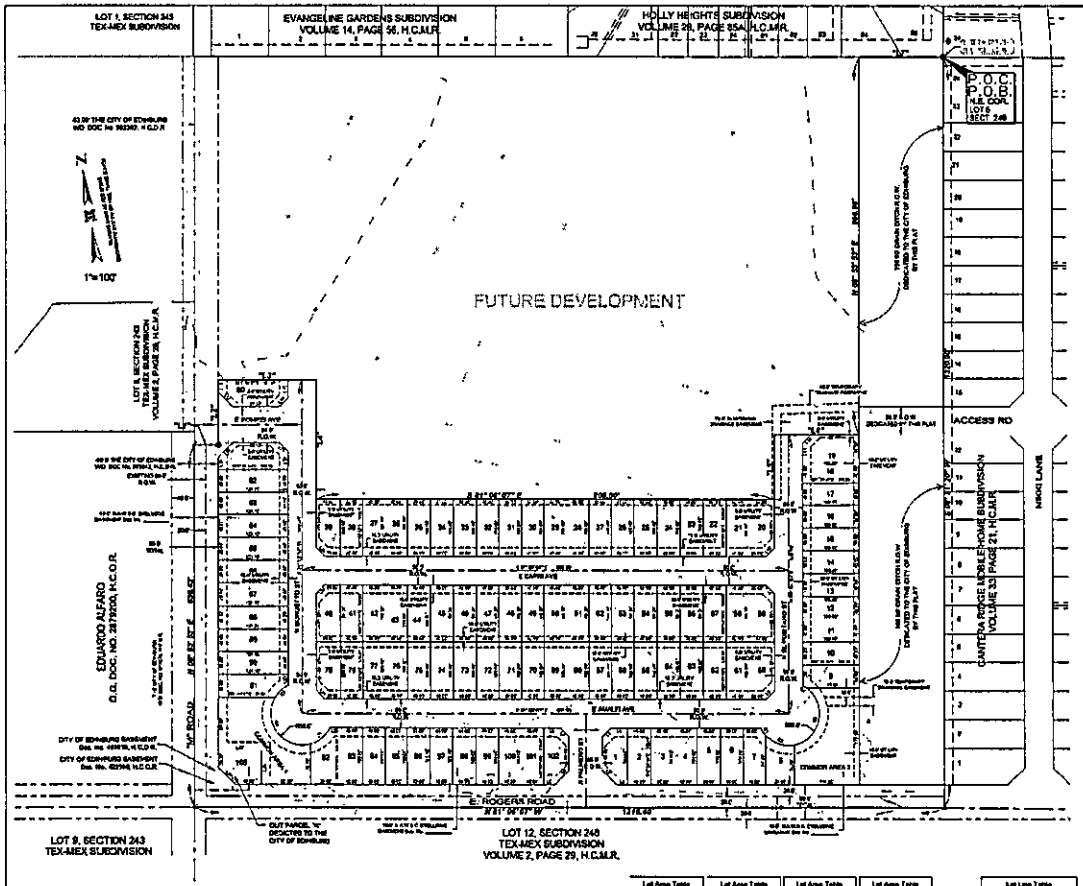
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ _____, 20_____.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

A 19.941 Acre Tract of Land situated in City of Edinburg, Hidalgo County, Texas, being a part or portion out of Lot 5, Section 248, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, according to the Plat thereof recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas.



MAP OF
SORRENTO ESTATES
SUBDIVISION PHASE I

19.941 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 6, SECTION 246, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, HIDALGO COUNTY MAP RECORDS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 19.941 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 3, SECTION 246, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, HIDALGO COUNTY MAP RECORDS, WHICH SAID 19.941 ACRES ARE OUT OF A CERTAIN TRACT CONVEYED TO CREATIVE HOTEL GROUP, LLC, BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3614376, HIDALGO COUNTY OFFICIAL RECORDS, SAID 19.941 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A NO. 4 REBAR FOUND (NORTHING: 16945260.761, EASTING: 1105614.059) ON THE NORTHEAST CORNER OF SAID LOT 6, SECTION 245, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

1. THENCE, S 09° 57' 29" W ALONG THE EAST LINE OF SAID LOT 6, SECTION 246, AT A DISTANCE OF 1,282.00 FEET PASS A NO. 4 REBAR FOUND AT A DISTANCE OF 1,305.00 FEET PASS A NO. 4 REBAR SET ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF E. ROGERS ROAD, CONTINUING A TOTAL DISTANCE OF 1,333.00 FEET TO A COTTON PICKER SPINDLE FOUND (NORTHING: 16943888.315, EASTING: 1105618.284) ON THE SOUTHEAST CORNER OF SAID LOT 6, SECTION 246 AND WITHIN THE EXISTING RIGHT-OF-WAY OF E. ROGERS ROAD, FOR THE SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, N 89° 59' 07" W ALONG THE SOUTH LINE OF SAID LOT 6, SECTION 246 AND WITHIN THE EXISTING RIGHT-OF-WAY OF E. ROGERS ROAD, A DISTANCE OF 1,319.46 FEET TO A NAIL SET ON THE SOUTHWEST CORNER OF SAID LOT 6, SECTION 246, FOR THE SOUTHWEST CORNER OF TH S TRACT;

3. THENCE, N 09° 57' 57" E ALONG THE WEST LINE OF SAID LOT 6, SECTION 246 AND WITHIN THE RIGHT-OF-WAY OF "M" ROAD, A DISTANCE OF 836.40 FEET TO A NAIL SET FOR THE SOUTHERNMOST NORTHWEST CORNER OF THIS TRACT,

4. THENCE, S 81° 00' 56" E A DISTANCE OF 48.88 FEET TO A NO. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF "M" ROAD, FOR AN INSIDE CORNER OF THIS TRACT;

5. THENCE, N 09° 57' 57" E ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF "M" ROAD, A DISTANCE OF 113.34 FEET TO A NO. 4 REBAR SET, FOR THE NORTHERNMOST NORTHWEST CORNER OF THIS TRACT;

6. THENCE, S 81° 00' 56" E A DISTANCE OF 174.00 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT

7. THENCE, S 56° 55' 42" W A DISTANCE OF 208.77 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;

8. THENCE, S 81° 00' 56" E A DISTANCE OF 664.16 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;

9. THENCE, S 09° 39' 34" E A DISTANCE OF 51.83 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT,

10. THENCE, S 81° 09' 45" E A DISTANCE OF 100.00 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT,

11. THENCE, N 66° 51' 20" E A DISTANCE OF 760.87 FEET TO A NO. 4 REBAR SET ON THE NORTH LINE OF SAID LOT 6, SECTION 246, FOR AN OUTSIDE CORNER OF THIS TRACT;

12. THENCE, S 81° 09' 57" E ALONG THE NORTH LINE OF SAID LOT 6, SECTION 246, A DISTANCE OF 162.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.941 ACRES, OF WHICH 0.362 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF "M" ROAD AND 0.808 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF E. ROGERS ROAD, LEAVING AN EXISTING NET OF 18.252 ACRES OF LAND, MORE OR LESS

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES HEREINAFTER CALLED "GRANTOR" FOR AND IN ONE OR MORE PERSONS HAVE AWARDS, IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH RIO WATER SUPPLY CORPORATION, HEREINAFTER CALLED "GRANTEE", THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO DIRECT, CONSTRUCT, INSTALL AND LAY AND TRANSMITTER LINE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 30 IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15 IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS INSTALLED

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THE WATER LINE AS INSTALLED GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THE GRANT OF EASEMENT CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____,

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, EDUARDO DE LEON, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20__

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

GENERAL PLAT NOTES & RESTRICTIONS

1. BUILDING SETBACKS:
   A. FRONT YARD SETBACK LINE SHALL BE TWENTY (20) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
   B. REAR YARD SETBACK LINE SHALL BE TWENTY (20) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
   C. SIDE YARD SETBACK LINE SHALL BE SIX (6) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
   D. CUL-DE-SAC FRONT AND REAR YARD SETBACK LINE SHALL BE FIFTEEN (15) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
2. FLOOD ZONE "X" SHADED & ZONE "AH", FLOOD ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD" FLOOD ZONE "AH" IS DEFINED AS AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE(1) AND THREE(3) FEET; BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED TO BE 88. BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.

   COMMUNITY-PANEL NUMBER 480334 0005 E MAP REVISED: JUNE 5 2006 REVISED TO REFLECT LOMR DATED MAY 14, 2021.
3. LOTS 1-6, 89 AND 90 HAVE A NEW FLOOD ZONE DESIGNATION AS PER LETTER OF MAP REVISION BASED ON FAL DATED _____ FEMA CASE NO.:_____
4. FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF CURB OR BASE FLOOD ELEVATION WHICH EVER IS GREATER, SEE HELD
5. ZONING CLASSIFICATION AL "C" URBAN RESIDENTIAL.
6. THE DEVELOPER SHALL INSTALL A FIVE (5) FOOT SIDEWALK WITH ADA RAMPS ALONG THE NORTH SIDE OF ROGERS ROAD & ALONG THE EAST SIDE OF "M" ROAD DURING CONSTRUCTION
7. A FIVE (5) FOOT SIDEWALK WITH ADA RAMPS THREE (3) FEET BEHIND THE BACK OF CURB IS REQUIRED AT THE BUILDING PERMIT STAGE.
8. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, DRAINAGE EASEMENTS OR LOT LINES.
9. ALL APPROVED LOT CORNERS WILL HAVE A NAIL & BRASS DISC WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
10. BENCHMARK NOTE:
    THE FOLLOWING IS IDENTIFIED ON THE FACE OF THE PLAT.
    ALUMINUM DISK SET 6" INS SOUTHEAST CORNER OF LOT 39 OF THIS SUBDIVISION. NORTHING: 16945261.7851, EASTING: 1105614.059 N.A.D.83.
11. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT
12. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
13. DRAINAGE NOTE:
    A. ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND THE CITY OF EDINBURG REQUIREMENTS, THE DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 27.1 (1.0 X 8.2 AC-FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT.
14. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 1% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH CITY OF EDINBURG.
15. OUT PARCEL "A" SHALL BE DEDICATED TO THE CITY OF EDINBURG.
16. NO ACCESS SHALL BE PERMITTED ONTO LOTS 36 THROUGH 43 FROM ROGERS ROAD AND LOTS 1, 43 THROUGH 54 FROM "M" ROAD

Lot Area Table			Lot Area Table			Lot Area Table			Lot Area Table		
Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area
1	6000.00	0.138	31	6000.00	0.138	61	6000.00	0.138	91	6000.00	0.138
2	6000.00	0.138	32	6000.00	0.138	62	6000.00	0.138	92	6000.00	0.138
3	6000.00	0.138	33	6000.00	0.138	63	6000.00	0.138	93	6000.00	0.138
4	6000.00	0.138	34	6000.00	0.138	64	6000.00	0.138	94	6000.00	0.138
5	6000.00	0.138	35	6000.00	0.138	65	6000.00	0.138	95	6000.00	0.138
6	6000.00	0.138	36	6000.00	0.138	66	6000.00	0.138	96	6000.00	0.138
7	6000.00	0.138	37	6000.00	0.138	67	6000.00	0.138	97	6000.00	0.138
8	6000.00	0.138	38	6000.00	0.138	68	6000.00	0.138	98	6000.00	0.138
9	6000.00	0.138	39	6000.00	0.138	69	6000.00	0.138	99	6000.00	0.138
10	6000.00	0.138	40	6000.00	0.138	70	6000.00	0.138	100	6000.00	0.138
11	6000.00	0.138	41	6000.00	0.138	71	6000.00	0.138	101	6000.00	0.138
12	6000.00	0.138	42	6000.00	0.138	72	6000.00	0.138	102	6000.00	0.138
13	6000.00	0.138	43	6000.00	0.138	73	6000.00	0.138	103	6000.00	0.138
14	6000.00	0.138	44	6000.00	0.138	74	6000.00	0.138	104	6000.00	0.138
15	6000.00	0.138	45	6000.00	0.138	75	6000.00	0.138	105	6000.00	0.138
16	6000.00	0.138	46	6000.00	0.138	76	6000.00	0.138	106	6000.00	0.138
17	6000.00	0.138	47	6000.00	0.138	77	6000.00	0.138	107	6000.00	0.138
18	6000.00	0.138	48	6000.00	0.138	78	6000.00	0.138	108	6000.00	0.138
19	6000.00	0.138	49	6000.00	0.138	79	6000.00	0.138	109	6000.00	0.138
20	6000.00	0.138	50	6000.00	0.138	80	6000.00	0.138	110	6000.00	0.138
21	6000.00	0.138	51	6000.00	0.138	81	6000.00	0.138	111	6000.00	0.138
22	6000.00	0.138	52	6000.00	0.138	82	6000.00	0.138	112	6000.00	0.138
23	6000.00	0.138	53	6000.00	0.138	83	6000.00	0.138	113	6000.00	0.138
24	6000.00	0.138	54	6000.00	0.138	84	6000.00	0.138	114	6000.00	0.138
25	6000.00	0.138	55	6000.00	0.138	85	6000.00	0.138	115	6000.00	0.138
26	6000.00	0.138	56	6000.00	0.138	86	6000.00	0.138	116	6000.00	0.138
27	6000.00	0.138	57	6000.00	0.138	87	6000.00	0.138	117	6000.00	0.138
28	6000.00	0.138	58	6000.00	0.138	88	6000.00	0.138	118	6000.00	0.138
29	6000.00	0.138	59	6000.00	0.138	89	6000.00	0.138	119	6000.00	0.138
30	6000.00	0.138	60	6000.00	0.138	90	6000.00	0.138	120	6000.00	0.138

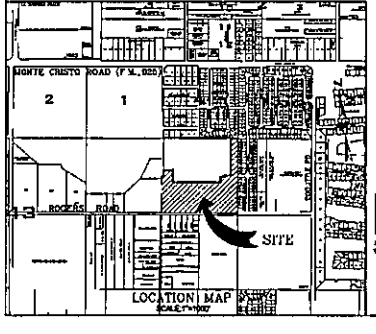
Lot Line Table		
Line #	Length	Direction
L1	20.00'	S81° 00' 56"E
L2	20.00'	S09° 39' 34"W
L3	21.00'	N81° 00' 56"W
L4	20.00'	S81° 00' 56"E
L5	20.00'	S81° 00' 56"E
L6	20.00'	S81° 00' 56"E
L7	21.00'	S09° 39' 34"W
L8	20.00'	N81° 00' 56"W
L9	21.00'	N09° 39' 34"E
L10	21.00'	S09° 39' 34"W
L11	21.00'	S09° 39' 34"W
L12	21.00'	S09° 39' 34"W
L13	20.00'	N09° 39' 34"E
L14	21.00'	S09° 39' 34"W
L15	21.00'	S09° 39' 34"W
L16	20.00'	N09° 39' 34"E
L17	21.00'	S09° 39' 34"W
L18	21.00'	S09° 39' 34"W
L19	20.00'	N09° 39' 34"E
L20	21.00'	S09° 39' 34"W
L21	21.00'	S09° 39' 34"W

Lot Line Table		
Line #	Length	Direction
L22	20.00'	N09° 39' 34"E
L23	21.00'	S09° 39' 34"W
L24	21.00'	S09° 39' 34"W
L25	20.00'	N09° 39' 34"E
L26	21.00'	S09° 39' 34"W
L27	21.00'	S09° 39' 34"W
L28	20.00'	N09° 39' 34"E
L29	21.00'	S09° 39' 34"W
L30	21.00'	S09° 39' 34"W
L31	20.00'	N09° 39' 34"E
L32	21.00'	S09° 39' 34"W
L33	21.00'	S09° 39' 34"W
L34	20.00'	N09° 39' 34"E
L35	21.00'	S09° 39' 34"W
L36	21.00'	S09° 39' 34"W
L37	20.00'	N09° 39' 34"E
L38	21.00'	S09° 39' 34"W
L39	21.00'	S09° 39' 34"W
L40	20.00'	N09° 39' 34"E
L41	21.00'	S09° 39' 34"W
L42	21.00'	S09° 39' 34"W
L43	20.00'	N09° 39' 34"E
L44	21.00'	S09° 39' 34"W
L45	21.00'	S09° 39' 34"W
L46	20.00'	N09° 39' 34"E
L47	21.00'	S09° 39' 34"W
L48	21.00'	S09° 39' 34"W
L49	20.00'	N09° 39' 34"E
L50	21.00'	S09° 39' 34"W
L51	21.00'	S09° 39' 34"W
L52	20.00'	N09° 39' 34"E
L53	21.00'	S09° 39' 34"W
L54	21.00'	S09° 39' 34"W
L55	20.00'	N09° 39' 34"E
L56	21.00'	S09° 39' 34"W
L57	21.00'	S09° 39' 34"W
L58	20.00'	N09° 39' 34"E
L59	21.00'	S09° 39' 34"W
L60	21.00'	S09° 39' 34"W
L61	20.00'	N09° 39' 34"E
L62	21.00'	S09° 39' 34"W
L63	21.00'	S09° 39' 34"W
L64	20.00'	N09° 39' 34"E
L65	21.00'	S09° 39' 34"W
L66	21.00'	S09° 39' 34"W
L67	20.00'	N09° 39' 34"E
L68	21.00'	S09° 39' 34"W
L69	21.00'	S09° 39' 34"W
L70	20.00'	N09° 39' 34"E
L71	21.00'	S09° 39' 34"W
L72	21.00'	S09° 39' 34"W
L73	20.00'	N09° 39' 34"E
L74	21.00'	S09° 39' 34"W
L75	21.00'	S09° 39' 34"W
L76	20.00'	N09° 39' 34"E
L77	21.00'	S09° 39' 34"W
L78	21.00'	S09° 39' 34"W
L79	20.00'	N09° 39' 34"E
L80	21.00'	S09° 39' 34"W
L81	21.00'	S09° 39' 34"W
L82	20.00'	N09° 39' 34"E
L83	21.00'	S09° 39' 34"W
L84	21.00'	S09° 39' 34"W
L85	20.00'	N09° 39' 34"E
L86	21.00'	S09° 39' 34"W
L87	21.00'	S09° 39' 34"W
L88	20.00'	N09° 39' 34"E
L89	21.00'	S09° 39' 34"W
L90	21.00'	S09° 39' 34"W
L91	20.00'	N09° 39' 34"E
L92	21.00'	S09° 39' 34"W
L93	21.00'	S09° 39' 34"W
L94	20.00'	N09° 39' 34"E
L95	21.00'	S09° 39' 34"W
L96	21.00'	S09° 39' 34"W
L97	20.00'	N09° 39' 34"E
L98	21.00'	S09° 39' 34"W
L99	21.00'	S09° 39' 34"W
L100	20.00'	N09° 39' 34"E
L101	21.00'	S09° 39' 34"W
L102	21.00'	S09° 39' 34"W
L103	20.00'	N09° 39' 34"E
L104	21.00'	S09° 39' 34"W
L105	21.00'	S09° 39' 34"W
L106	20.00'	N09° 39' 34"E
L107	21.00'	S09° 39' 34"W
L108	21.00'	S09° 39' 34"W
L109	20.00'	N09° 39' 34"E
L110	21.00'	S09° 39' 34"W
L111	21.00'	S09° 39' 34"W
L112	20.00'	N09° 39' 34"E
L113	21.00'	S09° 39' 34"W
L114	21.00'	S09° 39' 34"W
L115	20.00'	N09° 39' 34"E
L116	21.00'	S09° 39' 34"W
L117	21.00'	S09° 39' 34"W
L118	20.00'	N09° 39' 34"E
L119	21.00'	S09° 39' 34"W
L120	21.00'	S09° 39' 34"W
L121	21.00'	S09° 39' 34"W

Boundary Line Table		
Line #	Length	Direction
"L1"	20.00'	S81° 00' 56"E
"L2"	113.34'	S09° 39' 34"W
"L3"	121.00'	S81° 00' 56"E
"L4"	121.00'	S09° 39' 34"W
"L5"	113.34'	N09° 39' 34"E
"L6"	140.00'	S81° 00' 56"E
"L7"	113.34'	S09° 39' 34"W
"L8"	140.00'	N81° 00' 56"W

COMMON AREA		
Lot #	SQ. FT.	Area
121	10000.00	0.230
122	9000.00	0.207

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	19.89'	12.00'	0°47' 22.49"	S09° 34' 15"E	19.62'	13.04'
C2	18.78'	65.00'	16°33' 52.55"	S09° 42' 47"E	18.72'	9.44'
C3	226.89'	65.00'	199° 57' 45.10"	N81° 00' 56"W	129.39'	129.42'
C4	7.74'	15.00'	29° 33' 47.00"	N09° 32' 59"W	7.74'	3.95'
C5	24.00'	15.00'	91° 37' 47.00"	S45° 48' 50"W	21.52'	15.19'
C6	124.12'	65.00'	109° 25' 20.00"	S54° 42' 42"E	106.29'	85.15'
C7	19.89'	12.00'	0°47' 22.49"	S09° 34' 15"E	19.62'	13.04'



LEGEND

- ⊙ = FOUND NO. 4 REBAR
- ⊙ = FOUND COTTON PICKER SPINDLE
- ⊙ = SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- R.O.W. = RIGHT OF WAY
- H.C.D.D.1 = HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
- H.C.C.D.D. = HIDALGO COUNTY DEED RECORDS
- H.C.O.R. = HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR. = NORTHEAST CORNER
- SECT. = SECTION
- P.O.B. = POINT OF BEGINNING
- DOC NO. = DOCUMENT NUMBER
- S.D.I.R. = SUBSTITUTE TRUSTEE'S DEED
- W.D. = WARRANTY DEED
- AC. = AC OF ACRE
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- P.L. = PROPERTY LINE

MELDEN & HUNT, INC.
TEXAS REGIST. #1473
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COUNTY CLERK'S CERTIFICATION

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT_____ Inst/Pkt

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO CO.R.'Y, TEXAS

BY:_____ DEPUTY

SHEET 1 OF 2

MAP OF
SORRENTO ESTATES
SUBDIVISION PHASE I

10.94.1 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 3, SECTION 248, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, HIDALGO COUNTY MAP RECORDS

APPROVED BY DRAINAGE DISTRICT:

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 WATER CODE §49.211 (C); 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 AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

ANA E. BESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON
THIS, THE DAY OF 20 .

HIDALGO COUNTY IRRIGATION DISTRICT No. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAY AND/OR EASEMENT.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON THE H.C.I.D. #1 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.I.D.#1.

PRESIDENT — SECRETARY

"I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS SORRENTO ESTATES SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

AND HAS BEEN APPROVED FOR RECORDING ON THE ____ DAY OF _____, 20___."

CHAIRPERSON PLANNING AND ZONING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR CITY OF EDINBURG — DATE

CITY SECRETARY — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE SORRENTO ESTATES SUBDIVISION TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

EDUARDO DE LEON — DATE:
D/B/A CLASSIC DEMOLITION CONSTRUCTION
4200 N. KENYON ROAD
EDINBURG, TX 78543

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED EDUARDO DE LEON 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 STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ____ DAY OF _____ 20____.

MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117308 — MELDEN & HUNT, INC.
STATE OF TEXAS — TEXAS REGISTRATION F-1435

DATE PREPARED: 7/1/24
ENGINEERING JOB # 24055.00

STATE OF TEXAS
COUNTY OF HIDALGO

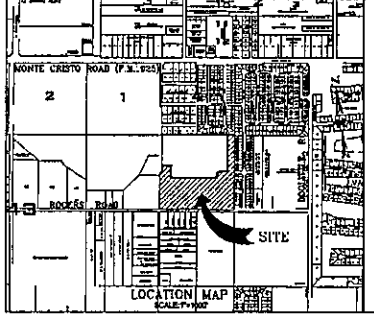
I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE, FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS

DATED THIS THE ____ DAY OF _____ 20____.

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

DATE SURVEYED: 01/29/2019
T-2000, INC. ICK
SURVEY JOB # 19014.00

MELDEN & HUNT INC
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 • www.meldenhunt.com



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

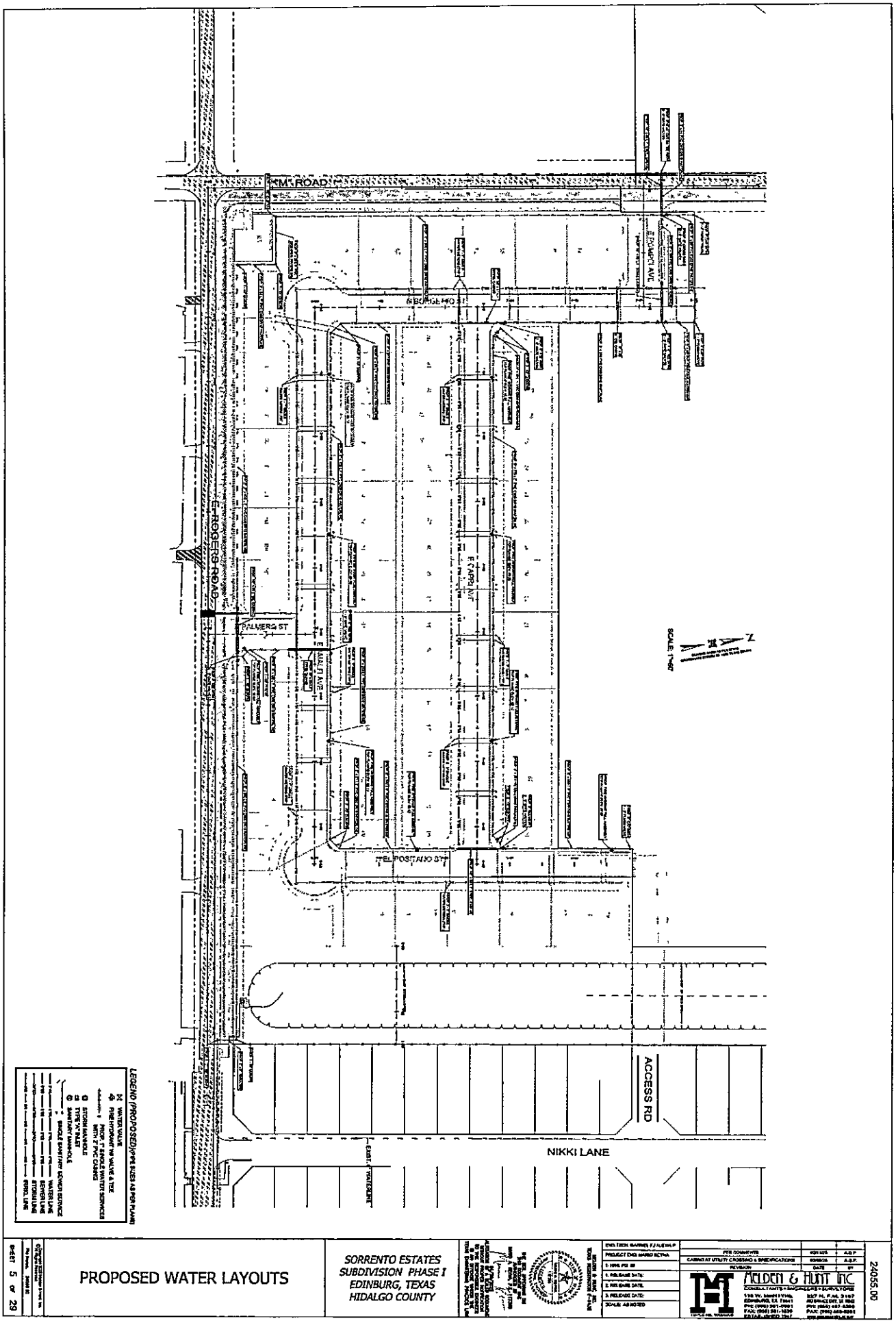
BY _____ DEPUTY

SHEET 2 OF 2

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



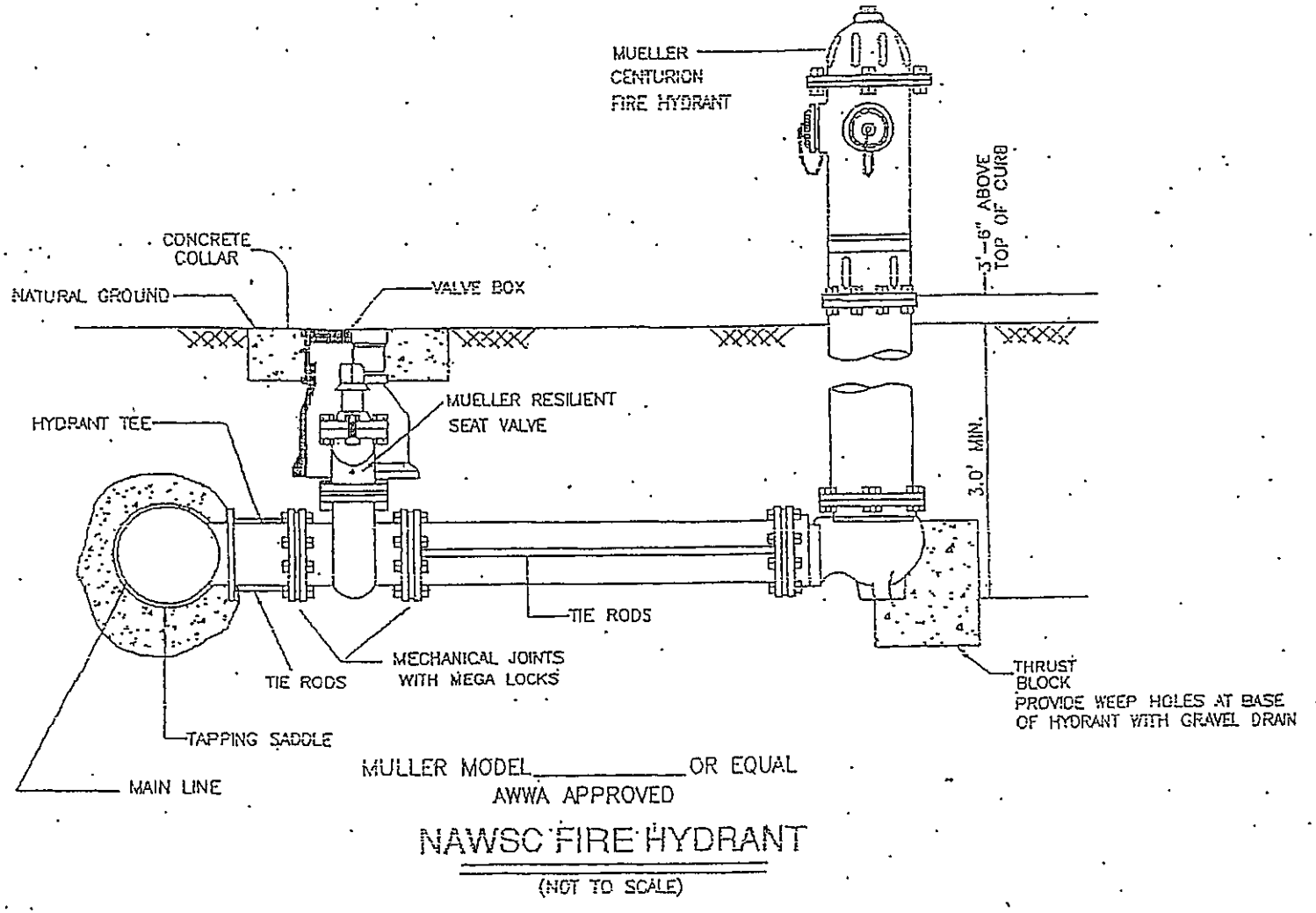
PROPOSED WATER LAYOUTS

SORRENTO ESTATES
SUBDIVISION PHASE I
EDINBURG, TEXAS
HIDALGO COUNTY

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS

240355.00

SHEET 5 OF 29



MULLER MODEL_____OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.I.
Grant Amendment - Chapin Pumps Rehabilitation Drainage Improvements Project

1. **Agenda Item:**
Consider Authorizing the City Manager to Amend the Existing Grant Agreement Between the Texas General Land Office and the City of Edinburg for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant No. 23-152-007-E179, 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, for an Amount Not to Exceed $1,360,578.67. [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 January 24, 2023, and was officially awarded by the Texas General Land Office on February 15, 2023. The grant award includes $1,000,000.00 in CDBG-DR funding and a $310,000.00 local match.

On June 3, 2025, the City Council awarded the construction contract to 8/A Builders, LLC for an amount of $1,360,578.67. There are no additional grant funds available to cover the overage of $50,578.67. The GLO requires an increase to the City's local match to $360,578.67, for a new total budget of $1,360,578.67. The GLO requires City Council approval before issuing an amended grant agreement to be executed by the City.

Funding in the amount of $1,000,000.00 is available through the GLO CDBG-DR 18 Funds, and $360,578.67 is available through the Bond Series 2021A.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Amend the Existing Grant Agreement Between the Texas General Land Office and the City of Edinburg for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant No. 23-152-007-E179, 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, for an Amount Not to Exceed $1,360,578.67.

Reviewed by:
Mardoqueo Hinojosa, City Engineer

Prepared by:
Alicia Carmona, Engineer III

Attachments:

A. GLO Contract No. 23-152-007-E179
B. Amendment to Resolution
C. Attachment A Amendment

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GLO CONTRACT NO. 23-152-007-E179
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
2018 SOUTH TEXAS FLOODS FUNDING

The **GENERAL LAND OFFICE** (the "GLO"), a Texas state agency, and **CITY OF EDINBURG**, Texas Identification Number (TIN) **17460007143** ("Subrecipient"), each a "Party" and collectively the "Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated under the Supplemental Appropriations for Disaster Relief Act, 2018 (Pub. L. 115-254), enacted October 5, 2018, and the Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), enacted June 6, 2019, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from the 2018 Texas Severe Storms and Flooding (DR-4377), also referred to as the "2018 South Texas Floods," a major disaster declared in 2018 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-DR Federal Award Numbers B-19-DV-48-0001, awarded March 22, 2021, and B-19-DV-48-0002, awarded March 22, 2021, as both may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient's participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the "Project"). Subrecipient shall conduct the Project in strict accordance with this

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Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **$1,000,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Performance Statement, Budget, and Benchmarks

ATTACHMENT B: Federal Assurances and Certifications

ATTACHMENT C: General Affirmations

ATTACHMENT D: Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E: Special Conditions

ATTACHMENT F: Monthly Activity Status Report

ATTACHMENT G: GLO Information Security Appendix

ATTACHMENT H: Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-DR program, including, without limitation, the following:

(a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

(b) the relevant Federal Register publications;

(c) the Action Plan;

(d) the Method of Distribution (as applicable);

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(e) Other guidance posted at: https://recovery.texas.gov/action-plans/2018-floods/index.html; and

(f) Other guidance posted at: https://www.hudexchange.info/.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

"Acquisition" means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner's voluntary relinquishment of the property upon Subrecipient's purchase of it or through Subrecipient's eminent domain authority.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

"Action Plan" means the State of Texas CDBG-DR Action Plan: 2018 South Texas Foods, as may be amended, found at https://recovery.texas.gov/action-plans/2018-floods/index.html.

"Activity" means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient's Performance Statement and Budget in **Attachment A**.

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

"Advance Payment" means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

"Amendment" means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

"Application" or "Grant Application" means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

"As-Built Plans" means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

"Audit Certification Form" means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in

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accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.

"AUGF" means HUD Form 7015.16, *Authority to Use Grant Funds*.

"Benchmark" means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A.**

"Buyout" means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

"CDBG-DR" means the Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" or "COCC" means a document to be executed by Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

"C.F.R." means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

"Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

"Contract Documents" means the documents listed in **Section 1.02**.

"Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.

"Deliverable" means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

"Disaster Risk Reduction Area" means a clearly delineated area established by Subrecipient in which real property suffered damage from the 2018 South Texas Floods and in which the safety and well-being of area residents are at risk from future flooding events.

"DRGR" means the U.S. Department of Housing and Urban Development's Disaster Recovery and Grant Reporting System.

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"Environmental Review Record" or "ERR" means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD's environmental regulations.

"Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or $5,000, as further defined at 2 C.F.R. § 200.313.

"Event of Default" means the occurrence of any of the events set forth in **Section 3.03**, herein.

"Federal Assurances" means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means the document titled "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" and Standard Form LLL, "Disclosure of Lobbying Activities," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Register" means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development's Federal Register Notice 85 Fed. Reg. 4681 (January 27, 2020) and any other publication affecting CDBG-DR allocations funding this Contract.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"FWCR" means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

"GAAP" means "generally accepted accounting principles."

"GASB" means accounting principles as defined by the Governmental Accounting Standards Board.

"General Affirmations" means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

"GLO" means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

"GLO Implementation Manual" means the manual created by the GLO for subrecipients of CDBG-DR grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-DR programs and timely spend grant funds.

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"Grant Completion Report" or "GCR" means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

"Grant Manager" means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

"Guidance Documents" means the documents referenced in **Section 1.03**.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

"Infrastructure" means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term "Infrastructure" may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

"Low- and Moderate-Income" or "LMI" means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

"MID" means "most impacted and distressed," referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

"Monthly Activity Status Report" means a monthly Project Benchmark status report, as required under **Section 4.02,** for which a template is included as **Attachment F** of this Contract.

"NTP" means "notice to proceed," a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

"Performance Statement" means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

"Planning" means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

"Program" means the CDBG-DR program, administered by HUD and the GLO.

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"Project" means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A.**

"Prompt Pay Act" means Chapter 2251 of the Texas Government Code.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Revision" means the GLO's written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

"Start-Up Documentation" means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

"Subrecipient" means City of Edinburg, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as "Provider" herein.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-DR Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

"Texas Integrated Grant Reporting System" or "TIGR" means the GLO system of record for documenting and reporting the use of grant funding.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meaning of a defined term applies to its singular and plural forms.

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

(c) The term "including" means "including, without limitation."

(d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract's terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

(e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

(f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

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(g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.

(j) Time is of the essence in this Contract.

(k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

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THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **February 28, 2026**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below**.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

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3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

(a) If applicable, Subrecipient shall transfer to the GLO any CDBG-DR funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-DR funds awarded under this Contract; and

(b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of $25,000 under this Contract shall be used to meet one of the CDBG-DR National Objectives pursuant to 24

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C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-DR funded real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

(i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C,** General Affirmations;

(ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;

(iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and

(iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

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4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-DR funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**
Quarter 2 (Dec-Feb): Due **March 10th**
Quarter 3 (Mar-May): Due **June 10th**
Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at s3-section-3-quarterly-report.xlsx (live.com) and s7-section-3-annual-summary-report.xlsx (live.com). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

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If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated by the Congress of the United States under the acts listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq*.).

Congressional Act	Federal Award Identification Number (FAIN)
Supplemental Appropriations for Disaster Relief Act, 2018 (Pub. L. 115-254), enacted October 5, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2018	B-19-DV-48-0001
Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), enacted June 6, 2019, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major disaster that occurred in 2018 or 2019	B-19-DV-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

(b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for

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Award Management website at https://www.sam.gov. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period**.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

(b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-DR Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-DR regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) **Construction Activities**

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's

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construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

(b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

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Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-DR Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

(a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of**

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inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

(c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

(d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-DR grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with **Section 7.01** of this Contract or as otherwise specifically directed by the GLO**. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

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(b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties**.

(c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

(d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm

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that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

(a) the Texas Comptroller's Vendor Performance Program at https://comptroller.texas.gov/purchasing/; and

(b) the U.S. General Services Administration's System for Award Management at https://www.sam.gov/.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-DR Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-DR funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents,

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personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D**, and **E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO
Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

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Subrecipient
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539
Attention: Myra Ayala

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements

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relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire

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agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI,** and **VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23,** and **8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-DR guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

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The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.25 CONFLICT OF INTEREST

(a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.

(b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

(c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

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8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

(a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

(b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.

(c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

(d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

(a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:

(i) The amount of CDBG-DR funds expected to be made available;

(ii) The range of Activities or projects that may be undertaken with the CDBG-DR funds;

(iii) The estimated amount of the CDBG-DR funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and

(iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-DR Activities or projects are likely to result in displacement.

(b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the

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location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

(c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.

(d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by the 2018 South Texas Floods. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Disaster Recovery Program."

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

(a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

(i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

(ii) in a way that meets the Contract's performance requirements; or

(iii) at a reasonable price.

(b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"**During the performance of this contract, the contractor agrees as follows:**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

***Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**"

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the

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equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

(a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;

(b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and

(c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

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8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management through https://www.sam.gov/.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 23-152-007-E179
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT
CDBG-DR – 2018 SOUTH TEXAS FLOODS HUD MID COMPETITION

GENERAL LAND OFFICE

DocuSigned by:

Mark A. Havens, Chief Clerk

Date of execution: 12/29/2023

CITY OF EDINBURG

DocuSigned by:

By: Myra L Ayala

Title: City Manager

Date of execution: 12/28/2023

OGC

PM

SDD

DGC

GC

DLC

ATTACHED TO THIS CONTRACT:

ATTACHMENT A Performance Statement, Budget, and Benchmarks
ATTACHMENT B Federal Assurances and Certifications
ATTACHMENT C General Affirmations
ATTACHMENT D Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E Special Conditions
ATTACHMENT F Monthly Activity Status Report
ATTACHMENT G GLO Information Security Appendix
ATTACHMENT H Contract Reporting Template

ATTACHMENTS FOLLOW

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CITY OF EDINBURG
23-152-007-E179

PERFORMANCE STATEMENT

The GLO awards City of Edinburg (Subrecipient) this Contract under HUD's Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of Infrastructure and housing, economic revitalization, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2018.

Subrecipient was inundated with heavy rainfall during the 2018 South Texas Floods, which overwhelmed its drainage systems with flood waters and threatened public health, safety, and welfare. In strict conformance with the terms and conditions of the CDBG-DR – 2018 South Texas Floods HUD MID Infrastructure Competition and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to repair and strengthen its drainage systems, which will reduce risk of disaster-related loss of life, suffering and hardship, injury, and damage to and loss of property.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Disaster Recovery Grant Application to aid areas most impacted by the 2018 South Texas Floods. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $1,000,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

<u>Flood and Drainage Facilities</u>
Chapin Pumps Rehabilitation Drainage Improvements Project: Subrecipient shall rehabilitate the storm sewer pipes and pump station wet well, replace sluice gates, and complete associated appurtenances. Construction shall take place at the following location.

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Defining Project Location (on/along…)	Approximate path or location (from…to…Coordinates)	Proposed HUD Performance Measures
On North Sugar Road	Between West Chapin Street and West Smith Street 26.316180, -98.176290	1,300 Linear Feet (LF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
1,750	975	55.71	240.00	2
Beneficiaries were identified using LMISD - Census Tract and Block Group, and the above project meets the LMI national objective.				

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BUDGET

DRGR Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	$1,000,000.00	$310,000.00[1]	$1,310,000.00
TOTAL	$1,000,000.00	$310,000.00[1]	$1,310,000.00

[1] CITY OF EDINBURG GENERAL FUND, TO BE USED TOWARD CONSTRUCTION, ENGINEERING, AND ENVIRONMENTAL.

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BENCHMARKS

Project Phase Actions and Deliverables	**Not-To-Exceed Budget Gate Percentages by Budget Category** (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			**Single Deliverable Milestones by Budget Category** (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		**Multiple Deliverable Milestones** (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery						
	Grant Administration Funds	**Environ-mental Funds**	**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				
Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service-provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase **Deliverable:** Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%				

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Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements				100%			
Action: Completion of Environmental Record Review **Deliverable:** GLO-signed AUGF**	30.01-50%	30.01-100%					
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%		
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%				
Action: Commencement of Construction Phase **Deliverable:** Signed NTP* **Action:** Commencement of Planning/Study Phase **Deliverable:** Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed***	60.01-85%		70.01-85%			0-95%	0-85%
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO* **Action:** Completion of Planning/Study Phase **Deliverable:** Final Planning/study report and proof of acceptance by Subrecipient***	85.01-95%		85.01-100%			95.01-100%	85.01-100%

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Action: Grant Completion Report Approval **Deliverable**: GCR approved by the GLO	95.01-100%								

Failure to provide any Deliverable identified above could result in Subrecipient's repayment in part or in full of funds expended. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

***A Planning study Activity includes the cost of developing the study itself. Project Delivery-Grant Administration is drawn as applicable through the associated milestone percentage pro-rated in accordance with the Budget details in the final GLO-approved Application.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: Myra L Ayala 52B5BDF23E5B4BE...	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Edinburg	12/28/2023

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THIS FORM MUST BE EXECUTED

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CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
City of Edinburg	23-152-007-E179

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Myra L Ayala — City Manager

SIGNATURE DocuSigned by: Myra L Ayala 52B5BDF23E5B4BE... DATE 12/28/2023

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action:	**2. *Status of Federal Action:**	**3. *Report Type:**
____ a. contract	_____ a. bid/offer/application	_____ a. initial filing
____ b. grant	_____ b. initial award	_____ b. material change
____ c. cooperative agreement	_____ c. post-award	
____ d. loan		
____ e. loan guarantee		
____ f. loan insurance		

4. Name and Address of Reporting Entity:
____ Prime _____Subawardee
*Name: _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____
Zip:_____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

6. Federal Department/Agency:	**7. Federal Program Name/Description:**
	CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**

10. a. Name and Address of Lobbying Registrant
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

b. Individuals Performing Services *(including address if different from No. 10a)*
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***Signature:**_____

***Name: Prefix**_____ ***First Name**_____ **Middle Name** _____
***Last Name** _____ **Suffix** _____
Title: _____ **Telephone No.:**_____ **Date:** _____

Federal Use Only:	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers	**Information**
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	**Field Name**	**Required or Optional**	**Information**
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

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GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*

13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*

21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*

22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*

23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, http://glo.texas.gov.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*

45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*

46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Supplemental Appropriations for Disaster Relief Act, 2018 (Public Law 115-254);

Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq*.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

State of Texas CDBG-DR Action Plan: 2018 South Texas Floods, approved by HUD on October 15, 2020, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq*.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq*.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq*.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination

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Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq*.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

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Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

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FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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SPECIAL CONDITIONS

Throughout the term of the Contract and prior to the release of any grant funds for the Projects or Activities anticipated, Subrecipient must be in compliance with the following Special Conditions, if applicable to a Project or Activity, and any other State, Federal, or local laws, rules, and regulations as may be applicable.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract.

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-254 and Public Law 116-20, the Contract funds may not be used for Activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation that indicates they have received approval from the Texas Water Development Board (TWDB), which is the National Flood Insurance Program (NFIP) State Coordinating Agency, reflecting that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within a Special Flood Hazard Area (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that, if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
    a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by FEMA as having special flood hazards, unless the following is true:
        i. The community in which the area is situated is participating in the NFIP or less than one (1) year has passed since the FEMA notification regarding such hazards; and
        ii. If the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
    b. If the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
    c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. § 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if the following is true:
        i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
        ii. The person failed to obtain and maintain flood insurance.

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d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood-insurance purchase requirement of the following:

i. The homeowners have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance; and

ii. The transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO of the following:

   a. The plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such Activities or by the engineer's duly authorized representative; and

   b. The review of such plans, specifications, and related documents meets the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

2. Prior to construction, Subrecipient shall provide documentation to the GLO showing that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

3. Prior to Subrecipient's submission of the Project Completion Report for any water system improvements described in Attachment A, as amended, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to Title 30, Chapter 290, Subchapter D, of the Texas Administrative Code.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described in Attachment A, as amended, Subrecipient shall provide certification to the GLO that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such Activities or by the engineer's duly authorized representative and have been properly submitted to the TCEQ for review and approval in accordance with the administrative requirements of Title 30, Section 217.6, of the Texas Administrative Code.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, as amended, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, as amended, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such Activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO indicating that an approved new or amended CCN, or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by Title 16, Chapter 24, Subchapter H, of the Texas Administrative Code.

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G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation indicating that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department, as applicable, through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with Title 30, Section 285.36(b), of the Texas Administrative Code.
3. Prior to the selection of program recipients for proposed OSSF improvements, Subrecipient shall provide a copy of its proposed program guidelines to the GLO for review. All proposed OSSF programs must meet or exceed guidelines set forth in Title 30, Chapter 285, Subchapter D, of the Texas Administrative Code.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation indicating that the construction of a new building or facilities is in compliance with the Texas Accessibility Standards adopted under the Architectural Barriers Act (Chapter 469 of the Texas Government Code) and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules (Title 16, Chapter 68, of the Texas Administrative Code). If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), construction documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Section 201.084 of the Transportation Code, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, as amended, is to serve as a disaster shelter and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that exist at the time of a disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of the cost of removal.

Prior to beginning debris-collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

Whereas construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or

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local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the Project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the applicable Federal Register notices. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 C.F.R. Part 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year (3-year) affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year (3-year) unsecured forgivable promissory note ("Note") at an interest rate of zero percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven at a rate of thirty-three percent (33%) per year for the first two (2) years and thirty-four percent (34%) after the third year, until the applicant fulfills its Note requirements as defined in the promissory note document.

1. If the homeowner occupies the home for the full three-year (3-year) term, the Note will expire and no repayment will be required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty-day (30-day) period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty-day (30-day) period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in

* Subrecipient may establish a longer affordability period at its own discretion.

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an unnecessary hardship to the homeowner and, in the case of a limited-clientele project, the determination that the national objective of benefiting LMI persons was met.

3. For a limited-clientele project, the national objective will be considered met only when the program director, city council, or county commissioner court determines that an LMI person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference between the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
4. If property assisted under a limited-clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release-of-lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory notes. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan or grant at a zero percent (0%) interest rate dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the Promissory Note will be forgiven on a pro-rated basis until the applicant fulfills their Promissory Note requirements as defined in Promissory Note document.

The purpose of the Affordable Rental Program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event. A minimum of 51% of the multi-family units must be restricted to LMI persons during the affordability period of twenty (20) years. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the Area Median Family Income.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in Title 31, Chapter 26 of the Texas Administrative Code.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient: _____

Contract Number: _____

Preparer Name: _____ Contact Information: _____

Reporting Period (Month/ Year): _____

Project Title: _____

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

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GLO Information Security Appendix

1. Definitions

"Breach of Security" means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

"Sensitive Personal Information" or "SPI" means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient's subcontractor(s).

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2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.

2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.

2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.

2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.

3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

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4. Data Mining

4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.

5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.

5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

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assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

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CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. Note: Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

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Contract Reporting Template

Subrecipient:	
GLO Contract Number:	
Date Updated:	

A. Contractor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	$3,500,000	$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

RESOLUTION NO. 2685

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 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.**
COUNTY OF HIDALGO	§	
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
23-152-007-E179

PERFORMANCE STATEMENT

The GLO awards City of Edinburg (Subrecipient) this Contract under HUD's Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of Infrastructure and housing, economic revitalization, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2018.

Subrecipient was inundated with heavy rainfall during the 2018 South Texas Floods, which overwhelmed its drainage systems with flood waters and threatened public health, safety, and welfare. In strict conformance with the terms and conditions of the CDBG-DR – 2018 South Texas Floods HUD MID Infrastructure Competition and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to repair and strengthen its drainage systems, which will reduce risk of disaster-related loss of life, suffering and hardship, injury, and damage to and loss of property.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Disaster Recovery Grant Application to aid areas most impacted by the 2018 South Texas Floods. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $1,000,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

<u>Flood and Drainage Facilities</u>
Chapin Pumps Rehabilitation Drainage Improvements Project: Subrecipient shall rehabilitate the storm sewer pipes and pump station wet well, replace sluice gates, and complete associated appurtenances. Construction shall take place at the following location.

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Defining Project Location (on/along…)	Approximate path or location (from…to…Coordinates)	Proposed HUD Performance Measures
On North Sugar Road	Between West Chapin Street and West Smith Street 26.316180, -98.176290	1,300 Linear Feet (LF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
1,750	975	55.71	240.00	2
Beneficiaries were identified using LMISD - Census Tract and Block Group, and the above project meets the LMI national objective.				

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BUDGET

DRGR Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	$1,000,000.00	$360,578.67[1]	$1,360,578.67
TOTAL	$1,000,000.00	$360,578.67[1]	$1,360,578.67

[1] CITY OF EDINBURG GENERAL FUND, TO BE USED TOWARD CONSTRUCTION, ENGINEERING, AND ENVIRONMENTAL.

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BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery		Engineering Funds	Special Environ-mental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environ-mental Funds					
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				
Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service-provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase **Deliverable:** Complete **s**igned and sealed 100% construction plans in PDF format.*			30.01-60%				

Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements				100%				
Action: Completion of Environmental Record Review **Deliverable:** GLO-signed AUGF**	30.01-50%	30.01-100%						
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%			
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%					
Action: Commencement of Construction Phase **Deliverable:** Signed NTP* **Action:** Commencement of Planning/Study Phase **Deliverable:** Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed***	60.01-85%		70.01-85%				0-95%	0-85%
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO* **Action:** Completion of Planning/Study Phase **Deliverable:** Final Planning/study report and proof of acceptance by Subrecipient***	85.01-95%		85.01-100%				95.01-100%	85.01-100%
Action: Grant Completion Report Approval **Deliverable**: GCR approved by the GLO	95.01-100%							

Failure to provide any Deliverable identified above could result in Subrecipient's repayment in part or in full of funds expended. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

***A Planning study Activity includes the cost of developing the study itself. Project Delivery-Grant Administration is drawn as applicable through the associated milestone percentage pro-rated in accordance with the Budget details in the final GLO-approved Application.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.J.
Access Easement Agreement

1. **Agenda Item:**
Consider Authorizing the City Manager to Execute an Access Easement Agreement with The University of Texas Rio Grande Valley and the City of Edinburg for the Use of City of Edinburg Easement to Allow Access to the UTRGV Robert and Janet Vacker Stadium. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
City staff is requesting approval of an access easement agreement between the City of Edinburg and The University of Texas Rio Grande Valley Athletics to provide the university access to south Doolittle Road over the City of Edinburg's tract.

If approved, the City of Edinburg will grant UTRGV, for the benefit of and as an appurtenance to the Tract, an exclusive, continuous, perpetual easement of access, passage and use over, upon and across the Easement Tract for the purposes of providing pedestrian and vehicular access between and ingress and egress to and from the UTRGV's Tract and South Doolittle Road, for the owner of the UTRGV Tract and its employees, guests, contractors, vendors and all other permittees and invitees.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Execute an Access Easement Agreement with The University of Texas Rio Grande Valley and the City of Edinburg for the Use of City of Edinburg Easement to Allow Access to the UTRGV Robert and Janet Vacker Stadium.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. Revised Access Easement Agreement - City of Edinburg-UTRGV(4212579

ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** (this "***Agreement***") is made and entered into as of _____, 2025 (the "***Effective Date***"), by and between **THE CITY OF EDINBURG** ("***Grantor***") and **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM** ("***Grantee***").

Recitals

A. Grantor is the owner of that certain tract of land located in the City of Edinburg, Hidalgo County, Texas, as more particularly described on Exhibit A attached to this Agreement (the "***Grantor Tract***").

B. Grantee is the owner of that certain tract of land located in the City of Edinburg, Hidalgo County, Texas, as more particularly described on Exhibit B attached to this Agreement (the "***Grantee Tract***").

C. Grantee has requested and Grantor has agreed to provide an access easement over the Grantor's Tract such that Grantee's Tract will connect and have access to S. Doolittle Road as further described and depicted on Exhibits C-1 and C-2 attached to this Agreement (the "***Easement Tract***") to and for the benefit of the Grantee Tract.

D. Grantor now wishes to grant such easement benefiting the Grantee Tract subject to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, Grantor and Grantee hereby agree as follows:

1. Grant of Access Easement. Grantor hereby grants and conveys to the owner of the Grantee Tract, for the benefit of and as an appurtenance to the Grantee Tract, an exclusive, continuous, perpetual easement of access, passage and use over, upon and across the Easement Tract for the purposes of providing pedestrian and vehicular access between and ingress and egress to and from the Grantee Tract and South Doolittle Road, for the owner of the Grantee Tract and its employees, guests, contractors, vendors and all other permittees and invitees (the "***Access Easement***").

2. Use and Enjoyment. Grantee shall have the right to construct, install, operate, repair, and maintain (i) gravel or paved driveways, walkways and other accessways, including curbing; and (ii) lighting as may be deemed desirable and/or necessary by Grantee, within the Easement Tract.

3. Disclaimer. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto, and their successors and assigns, that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto, and their designees, successors and assigns, any rights or remedies under or by reason of this Agreement.

4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

5. Severability. In case 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 provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. Binding Effect. The easements, rights, covenants and obligations created herein are intended to run with title to the Grantor Tract and the Grantee Tract, and that this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and all other persons or entities having or hereafter acquiring any right, title or interest in the Grantor Tract or the Grantee Tract, and all other persons and entities claiming by, through or under the parties hereto and their respective successors and assigns.

7. Intentionally omitted.

8. Notices. Any notice or other communication which is provided for or required by this Agreement must be in writing and may be delivered in person to any party or may be sent by Federal Express or other reputable courier service regularly providing evidence of delivery, or registered or certified U.S. mail, with postage prepaid, return receipt requested (with charges paid by the party sending the notice) at the addresses set forth below. Any such notice or other written communications shall be deemed received by the party to whom it is sent (a) in the case of personal delivery, on the date of delivery to the party to whom such notice is addressed, (b) in the case of courier delivery, the date receipt is acknowledged by the party to whom such notice is addressed, and (c) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five business days after the date of posting by the United States Post Office.

If to Grantor: The City of Edinburg
415 W. University Dr.
Edinburg, TX 78539
Attention: Myra L. Ayala, City Manager

If to Grantee: Board of Regents of The University of Texas System
210 West 7th Street
Austin, Texas 78701
Attention: Executive Director of Real Estate

9. Amendment. This Agreement may be modified, rescinded or amended, in whole or in part, only by a written instrument duly executed, delivered and recorded that is entered into by the parties hereto, or by their respective successors or assigns.

10. **PROHIBITION ON VIOLATION OF STATE LAW AND CONSTITUTION BY GRANTEE.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GRANTEE AND GRANTOR HEREBY AGREE THAT GRANTEE SHALL NOT BE REQUIRED TO PERFORM ANY ACT OR TO REFRAIN FROM ANY ACT IF THAT PERFORMANCE OR NON-PERFORMANCE WOULD CONSTITUTE A VIOLATION OF

THE CONSTITUTION OR LAWS OF THE STATE OF TEXAS, AND NO PROVISION IN THIS AGREEMENT SHALL CONSTITUTE NOR IS IT INTENDED TO CONSTITUTE A WAIVER OF GRANTEE'S OR THE STATE OF TEXAS' SOVEREIGN IMMUNITY TO SUIT.

11. **LEGAL LIMITATIONS.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ("***LIMITATIONS***") ON THE AUTHORITY OF GRANTEE (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON GRANTEE'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON GRANTEE EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

12. Headings. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

13. Exhibits. This Agreement shall be deemed to include all exhibits attached hereto, which exhibits are incorporated herein by reference, and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

14. Entire Agreement. This Agreement, and the exhibits attached hereto, contain all the representations and the entire agreement between the parties to this Agreement with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are superseded in total by this Agreement and the exhibits attached hereto. The provisions of this Agreement will be construed as a whole according to their common meaning and not strictly for or against Grantor or Grantee.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

[Remainder of page left blank; Signature page follows]

EXECUTED to be effective as of the Effective Date.

GRANTOR:

CITY OF EDINBURG

By:_____
Myra L. Ayala
City Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, (insert the name and character of the officer), on this day personally appeared _____, the _____ of the City of Edinburg, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2025.

_____
Notary Public, State of Texas

EXECUTED to be effective as of the Effective Date.

GRANTEE:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By:_____
Name: Jonathan Pruitt
Title: Executive Vice Chancellor and Chief Operating Officer
Executive Vice Chancellor for Business Affairs
The University of Texas System

Approval as to content:

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By:_____
Name: Michael Mueller
Title: Executive Vice President for Finance and Business Affairs, Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, (insert the name and character of the officer), on this day personally appeared Jonathan Pruitt, the Executive Vice Chancellor and Chief Operating Officer and Executive Vice Chancellor for Business Affairs of The University of Texas System, for and on behalf of the Board of Regents of The University of Texas System, 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 consideration therein expressed.

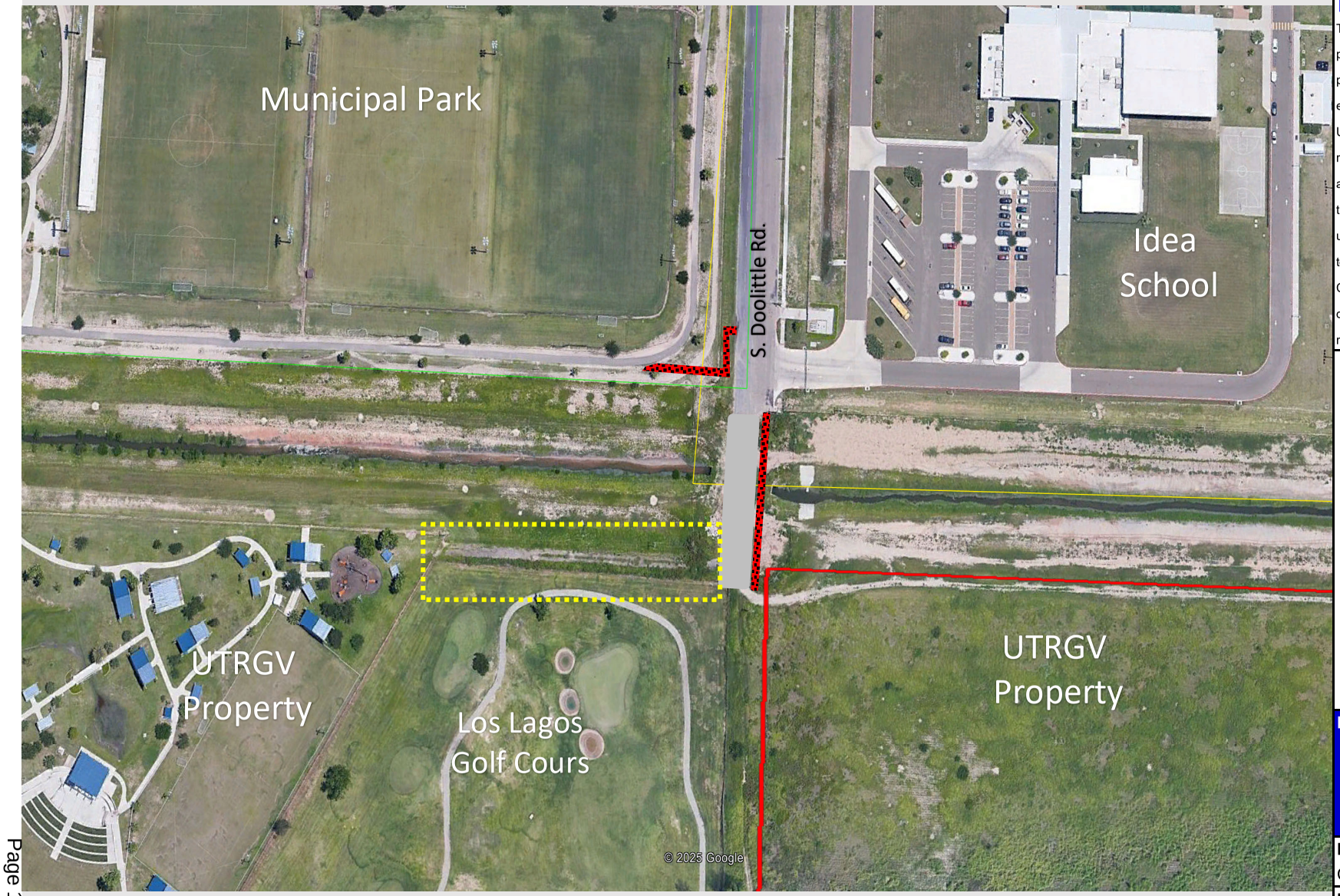
Given under my hand and seal of office this _____ day of _____, 2025.

[SEAL]

_____
Notary Public, State of Texas

EXHIBIT A

Description or Depiction of the Grantor Tract



Map Disclaimer:

This product is for informational purpose and may not have been prepared for, or be 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 information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

LEGEND

- Access Easement
- New Sidewalk with New Gate

PROJECT NAME:

UTRGV Access Eaement Request and Sidwalk Project

REQUESTED BY:
City Manager's Office

DATE:
June 17, 2025

CREATED BY:
City Manager's Office

SCALE: NTS SHEET 1 of 1

EXHIBIT B

Description or Depiction of the Grantee Tract

TRACT 1: Lot 1, FAMILY RECREATION & AQUATIC CENTER, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 38,Page 145, Map Records Hidalgo County, Texas.

TRACT 2: A 4.215-acre (183,584.56-square-foot) (Deed: 4.208-acre; 183,315.54-square-foot) tract of land, more or less out of Lot 15, Section 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 24, Page 168-171, Deed Records, Hidalgo County, Texas.

TRACT 3: A 1.002-acre (43,665.541-square-foot) (Deed: 1.005-acre; 43,775.06-square-foot) tract of land, more or less, out of Lot 15, Section 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, Hidalgo County, Texas, as per map or plat thereof in Volume 24, Pages 168-171, Deed Records, Hidalgo County, Texas.

TRACT 4: A 0.783-acre (34,065.87-square-foot) tract of land, more or less, out of the North 100.00 feet of Lot 4, SWEARENEGEN TRACT, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 26, Map Records, Hidalgo County, Texas.

EXHIBIT C-1

Description of the Easement Tract

RIO-DELTA SURVEYING
24593 FM 88
Monte Alto, Texas 78538
956-262-0222
TBPLS FIRM # 10013900

Metes and Bounds

A 0.26 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 268, TEXAS MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 24 PAGES 170-171 DEED RECORDS OF HIDALGO COUNTY, TEXAS SAID 0.26 ACRE TRACT OF LAND BEING OUT OF THE SAME LAND DESCRIBED IN DOC # 736134 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS SAID 0.26 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 16, SECTION 268, TEXAS MEXICAN RAILWAY COMPANY SURVEY, THENCE N 09°02'37" E, WITH THE EAST LINE OF SAID LOT 16, BEING WITHIN DOOLITTLE RD. R.O.W., A DISTANCE OF 576.10' TO THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE N 80°49'23" W, ACROSS SAID LOT 16, AT 20.00' PASS THE WEST RIGHT OF WAY LINE OF DOOLITTLE RD., AT 393.16' IN ALL TO A THE EAST LINE OF LOT 1, FAMILY RECREATION & AQUATIC CENTER (VOL. 38 PG 145 M.R.) FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 40°15'44" E, WITH THE EAST LINE OF SAID LOT 1, FAMILY RECREATION & AQUATIC CENTER, A DISTANCE OF 35.03' TO THE NORTHEAST CORNER OF SAID LOT 1, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE S 80°49'23" E, WITH THE SOUTH LINE OF THE H.C.D.D. No. 1. TRACT (VOL. 1751 PG 364 D.R.), SAME BEING THE NORTH LINE OF THE CITY OF EDINBURG TRACT (DOC # 736134 O.R.) AT 355.00' PASS THE WEST RIGHT OF WAY LINE OF SAID DOOLITTLE RD., AT 375.00' IN ALL TO THE EAST LINE OF SAID LOT 16, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 09°02'37" W, WITH THE EAST LINE OF SAID LOT 16, AND BEING WITHIN SAID DOOLITTLE RD. R.O.W., A DISTANCE OF 30.00' TO THE POINT OF BEGINNING, CONTAINING 0.26 OF AN ACRE OF LAND, MORE OR LESS.

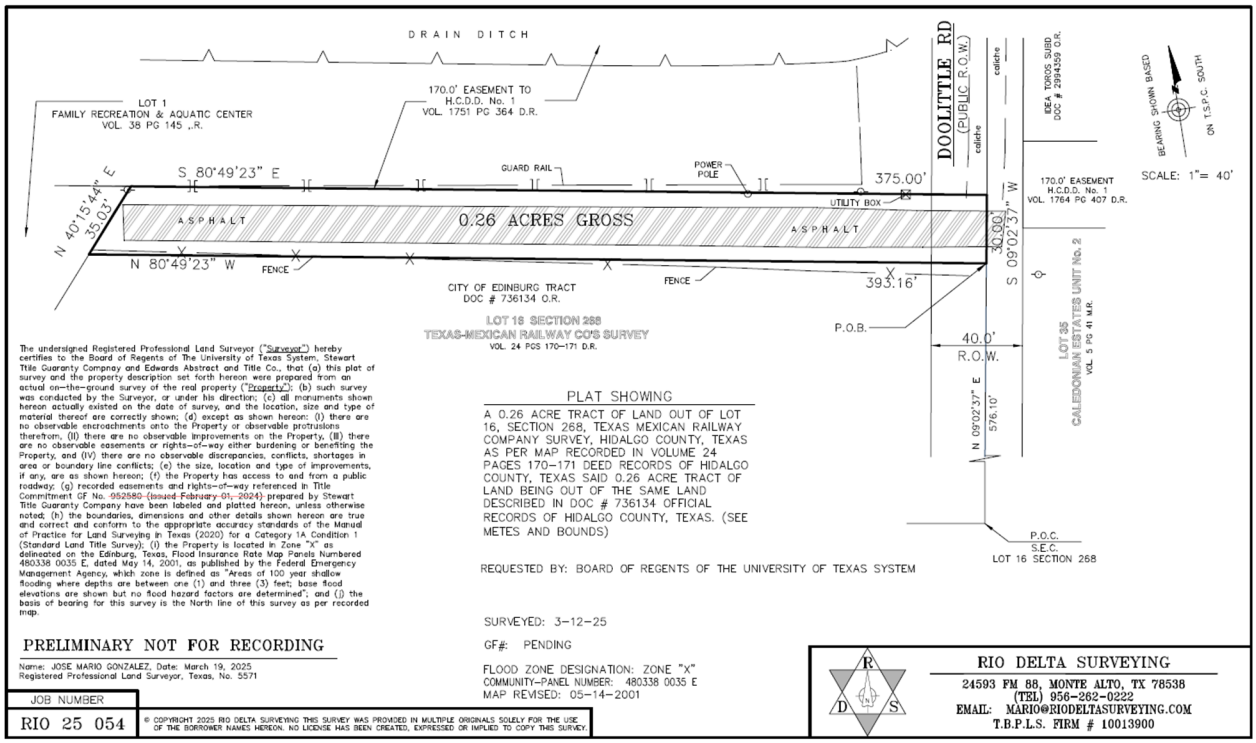
A plat of even survey date herewith accompanies this description.

Basis of Bearing: Texas State Plane Coordinates, South, NAD 1983

PRELIMINARY NOT FOR RECORDING

EXHIBIT C-2

Depiction of the Easement Tract



The undersigned Registered Professional Land Surveyor ("Surveyor") hereby certifies to the Board of Regents of The University of Texas System, Stewart Title Guaranty Compnay and Edwards Abstract and Title Co., that (a) this plat of survey and the property description set forth hereon were prepared from an actual on-the-ground survey of the real property ("Property"); (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of survey, and the location, size and type of material thereof are correctly shown; (d) except as shown hereon: (I) there are no observable encroachments onto the Property or observable protrusions therefrom, (II) there are no observable improvements on the Property, (III) there are no observable easements or rights-of-way either burdening or benefiting the Property, and (IV) there are no observable discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the size, location and type of improvements, if any, are as shown hereon; (f) the Property has access to and from a public roadway; (g) recorded easements and rights-of-way referenced in Title Commitment GF No. ~~952580 (issued February 01, 2024)~~ prepared by Stewart Title Guaranty Company have been labeled and platted hereon, unless otherwise noted; (h) the boundaries, dimensions and other details shown hereon are true and correct and conform to the appropriate accuracy standards of the Manual of Practice for Land Surveying in Texas (2020) for a Category 1A Condition 1 (Standard Land Title Survey); (i) the Property is located in Zone "X" as delineated on the Edinburg, Texas, Flood Insurance Rate Map Panels Numbered 480338 0035 E, dated May 14, 2001, as published by the Federal Emergency Management Agency, which zone is defined as "Areas of 100 year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown but no flood hazard factors are determined"; and (j) the basis of bearing for this survey is the North line of this survey as per recorded map.

PRELIMINARY NOT FOR RECORDING

Name: JOSE MARIO GONZALEZ, Date: March 19, 2025
Registered Professional Land Surveyor, Texas, No. 5571

JOB NUMBER
RIO 25 054

© COPYRIGHT 2025 RIO DELTA SURVEYING THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMES HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

PLAT SHOWING

A 0.26 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 268, TEXAS MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 24 PAGES 170-171 DEED RECORDS OF HIDALGO COUNTY, TEXAS SAID 0.26 ACRE TRACT OF LAND BEING OUT OF THE SAME LAND DESCRIBED IN DOC # 736134 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS)

REQUESTED BY: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

SURVEYED: 3-12-25

GF#: PENDING

FLOOD ZONE DESIGNATION: ZONE "X"
COMMUNITY-PANEL NUMBER: 480338 0035 E
MAP REVISED: 05-14-2001

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-262-0222
EMAIL: MARIO@RIODELTASURVEYING.COM
T.B.P.L.S. FIRM # 10013900

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: July 15, 2025
CONSENT AGENDA
Agenda Item No: 13.K.
Amendment Number One for Professional Services Agreement with
Kendig Keast Collaborative for the Comprehensive Plan

1. **Agenda Item:**
Consider Authorizing the City Manager to enter into Amendment Number One to the Agreement Between the City of Edinburg and Kending Keast Collaborative for Professional Services to Reduce the Contract Amount by $44,482.76 for the City of Edinburg Comprehensive Plan and Execute Any Documents Related Thereto. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
On October 3, 2023 Kending Keast Collaborative was awarded RFP No.2023-016 to update the City of Edinburg Comprehensive Plan, in the amount of $250,000.00. Funding for this project was authorized through the U.S. Department of the Treasury American Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA-SLFRF). The consultant assisted the City in the creation of a new Comprehensive Plan focused on responsible, sustainable growth and development, especially as it applies to providing current and future residents with all necessary utilities and services. This Plan creates a policy framework for the update and implementation of development ordinances, capital projects, and other relevant municipal operations or endeavors. The City last adopted a Comprehensive Plan in 2005. Since then, the City has experienced significant changes, including explosive growth, both in its corporate limits and extraterritorial jurisdiction.

The consultant completed all work on the updated plan and the City of Edinburg Comprehensive Plan "Edinburg 2040 and Beyond" was adopted on October 15, 2024 by City Council. The grand total amount for services rendered was $205,517.24. Staff is requesting an amendment to the agreement to reduce the original amount by the remaining $44,482.76.

3. **Staff's Recommendation:**
Staff recommends Authorizing the City Manager to enter into Amendment Number One to the Agreement Between the City of Edinburg and Kending Keast Collaborative for Professional Services to Reduce the Contract Amount by $44,482.76 for the City of Edinburg Comprehensive Plan and Execute Any Documents Related Thereto.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Claudia Farias, Director of Grants Administration
Jesus Saenz, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:
A. Amended Contract Agreement
B. C-15-24 Kendig Keast Contract
C. Edinburg Comprehensive Plan - Original + Final Cost

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

SERVICE CONTRACT §

AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDING KEAST COLLABORATIVE FOR THE COMPREHENSIVE PLAN AMENDMENT

AMENDMENT

This is an Amendment to Agreement is entered into by and between the City of Edinburg (hereinafter called **"City"**), and **KENDING KEAST COLLABORATIVE.** (Hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on October 3, 2023 the City of Edinburg City Council approved an Agreement with Kending Keast Collaborative for Professional Services for the Update to the City of Edinburg Comprehensive Plan "Edinburg 2040 and Beyond" (hereinafter referred to as the "Original Agreement"), more specifically described in "Exhibit A"; and

WHEREAS, the City of Edinburg has identified out of scope reimbursable items for the City of Edinburg Comprehensive Plan "Edinburg 2040 and Beyond"; and

WHEREAS, City and Consultant desire to amend said Original Agreement and add Amendment No. 1 to provide for reimbursable items more specifically described in "Exhibit B".

NOW, THEREFORE, said Agreement is hereby amended for professional services for the City of Edinburg Comprehensive Plan "Edinburg 2040 and Beyond" as stated in the Consultant's proposal for a reduction in the amount of **$44,482.76** of the Original Agreement and more specifically described in Exhibit "B" of this Amendment, which is attached hereto and made a part of the contract documents.

All other provisions of the Original Agreement not specifically in conflict with this Amendment shall remain the same.

This Amendment to the Original Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

Kending Keast Collaborative

BY:_____
Gary Mitchell, President
77 Sugar Creek center Blvd., Suite 600
Sugar Land, Texas 77478
281-721-4105
gary@kendigkeast.com

Attachments: Exhibit "A" – Original Agreement
Exhibit "B" – Proposal

EXHIBIT “A” AGREEMENT BETWEEN THE CITY OF EDINBURG AND SELECTED CONSULTANT(S) FOR THE COMPREHENSIVE PLAN AMENDMENT

THE CITY OF Edinburg

CONTRACT NO.

C-15-24

City Council Approved:

October 3, 2023

To:

Myra L. Ayala, City Manager/Marissa

Jaime Acevedo, Planning Director/Rita Lee

Clarice Balderas, City Secretary

Criselda Lozano, Purchasing Manager

Joe Rios, Central Files

From: Martha Tidwell

Martha Tidwell Legal Assistant

City Attorney's Office

Phone: (956) 388-8923

Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and Kendig Keast Collaborative for the City of Edinburg Comprehensive Plan, per RPF 2023-016, for their Proposal of $250,000.00.

COMMENTS:

11-15-23 Omar, please approve.

11-15-23 Marissa, please have City Manager sign and return originals to me.

11-17-23 Clarice, please attest and return to me for further processing.

11-17-23 Cris, attached is the Form 1295 for processing. VIA EMAIL ONLY.

11-17-23 Rita Lee, an original for your files.

11-17-23 Joe, an original/counterpart for Central Files.

C-15-24

THE CITY OF Edinburg

MEMORANDUM

DATE: November 15, 2023

TO: Myra L. Ayala, City Manager

FROM: Martha Tidwell, Legal Assistant

RE: 2 Copies of Agreement between COE and Kendig Keast Collaborative for Comprehensive Plan

Attached you will find 2 Copies of Agreement between COE and Kendig Keast Collaborative for Comprehensive Plan

_X Approved by City Council.

__ Approval by City Council not required

__ Meets purchasing requirements

__ This item is Budgeted

__ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____
Omar Ochoa, City Attorney

Approved by: _____
Myra L. Ayala, City Manager

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Kendig Keast Collaborative (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor 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 Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Vendor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Vendor.

5. Give prompt written notice to Vendor 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 Manager or such other representative that the City may appoint by written notice to Vendor with whom Vendor will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Vendor 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 VENDOR

A. Vendor shall perform the Services described in **Exhibits "A".**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) 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. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor 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. Vendor 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 Vendor 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. Vendor 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 Vendor 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. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

I. Vendor's obligations under this clause are in addition to the Vendor'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 Vendor for Vendor'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 Vendor for Services being contracted herein as follows:

A. Vendor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Vendor shall not bill City for duplicate services performed by more than one person. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor 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 Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor'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. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor 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 Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Vendor 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 Vendor's employees' taxes. Vendor 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. Vendor 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. Vendor 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 Vendor 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, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor 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 Vendor following termination or expiration of this Agreement as defined below, the Vendor 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) twelve months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Manager.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. 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 Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Services performed by Vendor 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 Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor'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 Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor 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

Vendor 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 Vendor or its employees. In accordance with City ordinances, Vendor 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 Vendor 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 Vendor, 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 Vendor 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 Vendor.

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, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION 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 costs.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs,

and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI
LIMITATION OF LIABILITY

A. Vendor 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 Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Vendor 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, Vendor'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. Vendor 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 Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor 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 Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor 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 Vendor:

Kendig Keast Collaborative
Attn: Gary Mitchell, President
77 Sugar Creek Center Blvd., Suite 600
Sugar Land, Texas 77478

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 Vendor 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 Vendor 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 (including exhibits), 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 the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor 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 Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XXI
NOTICE OF GOVERNING LAW

A. The Contractor agrees to abide by the applicable laws and regulations found in the **Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract** Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits C & D.

Attachments: Exhibit C – Civil Rights Provisions
Exhibit D – Appendix II to 2 CFR Part 200

EXECUTED by the parties in triplicate originals on this 3rd day of October, 2023.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

KENDIG KEAST COLLABORATIVE

BY:_____
Gary Mitchell, President
77 Sugar Creek Center Blvd., Suite 600
Sugar Land, TX 77478
281-721-4105
gary@kendigkeast.com

Attachments: **Exhibit "A" RFQ 2023-016**
Exhibit "B" Insurance
Exhibit "C" Civil Rights Provision
Exhibit "D" Appendix II to 2 CFR Part 200

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

Exhibit "A"
Scope of Services

Under contract to the **City of Edinburg,** Kendig Keast Collaborative (KKC) will provide professional urban planning services to prepare an updated **Comprehensive Plan** (Plan) for guiding the long-range development, redevelopment and enhancement of the city. KKC will be assisted in this effort by subconsultant **Melden & Hunt, Inc.** (hereafter encompassed by references to "KKC"), who will provide support for the municipal infrastructure and transportation aspects of the planning effort.

The Comprehensive Plan effort will focus on the current city limits and the City's statutory extraterritorial jurisdiction (ETJ) area plus other ETJ additions. KKC's project involvement and facilitation will be carried out according to this Scope of Services and contingent upon the Client Support items below to make the best use of the available consultant budget. The City's Project Director will manage the overall process and direct KKC in performing the project services. KKC will build upon and coordinate with other recent and concurrent planning efforts and studies to complete these tasks. KKC will coordinate with other agencies and entities, as appropriate, in conjunction with the City.

As indicated below under Project/Client Coordination, KKC will coordinate with the City to establish a detailed and feasible project schedule for the execution and completion of this Scope of Services. The intent is to work toward official consideration of a final proposed Plan within **12 months** from the date KKC receives Notice to Proceed from the City, with a preliminary draft of the entire plan to be available for review within 9 months. KKC will coordinate with City officials and staff to meet this timeline. This will require steady progress on the tasks in this Scope of Services; timely receipt of necessary data and information and other input; and prompt review and feedback on KKC's interim and final work products. It is also noted that the extent, scheduling and completion of public hearings and final plan adoption are a client prerogative and not under KKC's control.

Additional or Continuing Services

During the course of or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further background or issues research, or otherwise engage consultant personnel in additional work efforts not anticipated at project initiation and through the Scope of Services currently outlined. Any such additional services shall be specifically authorized by the City and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the compensation amount — and, if necessary, the time of performance — of the original professional services agreement.

CLIENT SUPPORT

The **City of Edinburg** will provide administrative and technical support services to assist KKC in performing the Scope of Services including:

- Identifying a single individual as the City's Project Director, who will serve as the primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and consultant personnel, resources and capabilities.

- Providing to KKC all data, maps, aerial imagery, previous reports/plans/studies and other information that is available to the City in digital or printed format and is pertinent and necessary for development of the plan document. The City will reproduce all hard-copy materials, to the extent feasible, such that they will not require return upon project completion. PDFs or other electronic files are preferred whenever available.
- Immediately upon project initiation, providing KKC a detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources. (KKC can also accept AutoCAD layers, as useful and appropriate, although GIS is preferred.)
- Ensuring that key City personnel, board/commission members and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with local officials as specified in this Scope of Services.
- Making initial contacts with agencies and organizations to facilitate data collection and coordination, to arrange meetings as needed, and make these entities aware of the planning process.
- Distributing draft plan content to Advisory Committee members (if one is created), key City staff members and other project participants as appropriate. An item should be added to City Council and Planning & Zoning Commission agendas throughout the duration of the project, at appropriate milestone points, so City staff can provide status reports and allow for ongoing discussion opportunities and overall direction of the planning process by elected and advisory officials.
- Providing ongoing administrative support for the Advisory Committee (i.e., arranging meeting locations, preparing and distributing meeting notices, preparing and reproducing agendas and other handouts, including those prepared by KKC, providing three-ring binders with section dividers for members to maintain their project materials, etc.).
- Committing the necessary resources to adequately prepare for and promote attendance at and media coverage of any significant community outreach events. The City might consider inviting other key community organizations to co-sponsor or "co-host" the event and provide further logistical support. The City's responsibilities will include:

  (a) Securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.).

  (b) Providing public and news media notification;

  (c) Preparing and reproducing meeting and handout materials, including those prepared by KKC;

  (d) Providing sign-in sheets and otherwise documenting meeting attendance;

  (e) Providing refreshments as appropriate; and

(f) Inviting elected and advisory officials and representatives of other key agencies and community organizations to attend public meetings related to the planning process.

- Providing such public notice of meetings and hearings as is required by law or deemed desirable by the City.
- Providing KKC updates or written summaries, as available, from any project-related meetings not attended by KKC, and copies of any handouts/materials.

PROJECT / CLIENT COORDINATION

KKC will complete project management activities in coordination with the City's Project Director to ensure schedule adherence, cost control and quality assurance. These activities will include:

- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the project status, document significant work accomplished and activities scheduled for the next progress report period, and note any difficulties encountered and steps taken to address them.
- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes to ensure adequate time for client review/approval of deliverables. The schedule will be set during the Project Start-Up phase below.
- Frequent **communication and coordination with the City's Project Director** by email, phone, online conferencing and written correspondence.

PROJECT START-UP

Project Kick-Off Meeting

Following receipt of written Notice to Proceed from the City, KKC will complete a project kick-off meeting with City staff (via online conferencing) to recap the Scope of Services, flesh out a detailed schedule, coordinate on data/information needs, and cover other project logistics. Then, on each scheduled visit to the area, KKC will meet with City staff as needed for project planning discussions and/or in-depth work sessions on particular plan topics.

Compilation of Information Resources

KKC will coordinate with City staff to identify and acquire available data, mapping and other information resources for the planning effort, from local and other sources. KKC will provide City staff a checklist of typical resource items for a community planning effort, including other recent and/or concurrent plans and studies, and any other policy processes or documents that aid community decision-making. KKC will then coordinate with staff to determine which items will be available for the project. KKC will also coordinate with City staff to identify key project contacts and relevant agencies and entities.

Coordination of Community and Leadership Engagement Strategy

KKC will coordinate with City staff to plan and facilitate a sequence of outreach activities to engage the community's public and private leadership, along with residents, business owners, property owners, neighborhood associations, local organizations and others interested in setting strategic

priorities for the community's future. These efforts will build on other recent and ongoing engagement activities by the City so that those interested have a variety of options for participating and contributing their hopes, concerns and priorities. **KKC will especially build on the structure, network of participants, resident survey, and other input and findings from the City's Edinburg 2040 visioning and strategic planning initiative, launched in early 2022.**

Certain planned outreach efforts are itemized within each phase of this Scope of Services, under the heading Engagement Activities. Rather than calling out other activities beyond those specified, this scope of services identifies a planned number of trips that KKC personnel will make to Edinburg for community engagement activities and other project meetings. Then City staff and KKC can determine the best use of consultant time for outreach efforts during each trip (while also reserving some trip time, as needed, for field reconnaissance and inventory work or other project tasks). Listed below are **potential activities that are options for the ultimate series of engagement activities** to be chosen and arranged in coordination with City staff:

- A series of informal, one-hour **small-group "listening" sessions** that could be targeted to stakeholders associated with a particular plan focus, a certain demographic or a niche group, or could involve a mix of residents, business and property owners, public officials, representatives of neighborhood and community organizations, and others as identified by local officials and staff.
- **General public input meetings**, conducted either in a Town Hall Meeting format with facilitation of overall group discussion, or in a workshop format with a variety of interactive and hands-on engagement activities typically conducted in small groups. Similar formats can be customized for an **event designed specifically for youth participation.**
- Informal **"living room sessions"** hosted by citizen volunteers (and/or by willing members of City advisory boards/commissions) in their homes, especially to reach busy parents, seniors and homebound residents.
- A **series of working meetings** with City representatives and other stakeholders and community partners, to discuss and obtain input on key Plan topics and draft content. As the City prefers, the meetings could be held directly with the City's Planning & Zoning Commission or with a specially-appointed advisory committee. Alternatively, the meetings could be conducted in a more open, informal format to enable input from all interested.
- Arrangement of certain activities as **"mobile meetings,"** for some or all of the meeting duration, to take the discussion "on the road" and consider actual locations and examples in real time.
- Meetings and/or presentations arranged with particular **local stakeholder groups, partner organizations, and/or on-site at a local workplace** where the employer is willing to host an informal gathering over lunch or another time, especially to help reach commuter workers who live elsewhere.
- Spending time at **locations in the community where residents already gather or come and go**, providing opportunities for impromptu conversations and/or "drop-in" visits with consultant personnel and City staff at pre-arranged locations – a proven method for accomplishing even quick but fruitful discussions with busy families and individuals who will likely never attend a traditional public meeting.

- Interactive options for youth and adults integrated into **community events and festivals.**
- Visits with City staff to **other public and semi-public agencies** (e.g., school district, county, economic development entities, transportation agencies, special districts, etc.).
- **Public open house events** at one or more appropriate milestone points in the Plan development process, through which residents and others can view displays, hear an overview presentation, and interact with consultant personnel and City staff in an informal atmosphere, especially at the overall draft plan stage before proceeding into the formal public hearing and official consideration phase. For cost efficiencies, such events can be scheduled immediately prior to an evening meeting in the same location and at which some of the same attendees are expected.

PHASE 1 – EDINBURG TODAY

KKC will compile and assess a base of information on the existing conditions and outlook for Edinburg, focusing especially on key influences that will shape the community's future. This will provide background and assumptions to support needs assessment and long-range and strategic planning decisions throughout the planning process. Through its own background study plus discussions with local officials, staff, residents and other stakeholders, KKC will:

1. Review and evaluate the City's current planning documents and land development regulations, including for potential areas of divergence between plans and regulations.
2. Itemize key opportunities, challenges, issues and needs facing the community, using population and other socioeconomic indicator data from local and regional sources, the Texas Demographic Center, the U.S. Census Bureau and other readily available sources to provide further context.
3. Consider the area's historical development and relevant local and regional trends, plans and projects that will influence the community over the 20-year planning horizon.
4. Identify action items in previous local plans/studies or initiatives that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations or other factors.
5. Complete topic-specific background study and mapping to provide an up-to-date overview of Edinburg's physical context and historical and recent development. Drawing from data and information resources provided by the City, plus discussions with staff and other key contacts, considerations will include:
   - The area's physical characteristics and context, including a general inventory of valued natural, historical and cultural assets and intact open space, and consideration of environmental/climate hazards and resiliency factors (including a recap of past area flood events and damages).
   - Land use and development patterns, trends and associated economic and real estate market factors, supplemented by a refreshed inventory of existing land use (to be coordinated closely with City staff to determine the most efficient methods and appropriate allocation of project resources as such an inventory for this size of city and ETJ can be a highly labor-intensive effort).

- Growth pattern and trends and associated management efforts, tools applied and resulting outcomes.
- Housing market and housing stock in terms of availability, variety, affordability and quality, along with neighborhood-level conditions and issues.
- Local transportation system for all forms of movement, traffic and safety conditions, public transit status and needs, and specific improvements already planned and/or programmed.
- Growth capacity in terms of existing water, wastewater and storm drainage systems (general condition and capacity, deficiencies and needs), along with the general status of other public services.
- Economic and tax base conditions and trends, along with successes and challenges for both economic development and redevelopment within a regional context.
- Parks, recreation and open space assets, along with other City public facilities (general condition, deficiencies and needs) and overall lifestyle amenities and programming (arts, entertainment, etc.) for residents and visitors.
- Development policies and regulations, public service capacities (within defined service areas), and other physical and fiscal factors that influence community form and character and provide opportunities for or constraints to future development and redevelopment, including consideration of jurisdictions and other administrative boundaries.

6. Complete field reconnaissance, with City staff and independently, to:
   - Observe existing conditions and on-the-ground outcomes from previous plan implementation activities and application of the City's development regulations, including land use compatibility, development quality considerations, and community aesthetics and image.
   - Develop a photographic inventory for use during the project.
   - Identify areas that may need or be conducive for a special area planning focus within the overall comprehensive planning effort (e.g., key corridors, unique neighborhoods or districts, etc.), including those already identified by the City (Central Business District/Downtown, University District and North Edinburg).

Engagement Activities

KKC will carry out Phase 1 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **2 trips to Edinburg during Phase 1**. All engagement activities during the Edinburg Today phase will include discussions and exercises that will enable KKC to craft a **broad, unifying vision statement** on the City's future aspirations for community enhancement. This will build on the Defining Characteristics and Future Vision input obtained through the Edinburg 2040 process. The vision will be further refined during the Plan Direction and Assumptions phase and then will guide the remainder of the Plan process during the Future Edinburg and Strategic Implementation Plan phases.

1. Facilitate an initial, informal **Issues and Needs Workshop** involving the City Council, with the Planning & Zoning Commission and others invited, as appropriate. The workshop purpose is

partly orientation to the community planning process, but especially to obtain early leadership input and set direction and priorities for the effort.

KKC will also develop a **WebPlan website** for use during the project, combining it with the City's existing **enCode**Plus™ for its Unified Development Code (https://online.encodeplus.com/regs/edinburg-tx-udc-update/index.aspx). WebPlan is a newer feature created by KKC's sister firm, **enCode**Plus™ (also owned by KKC CEO Bret Keast). Through WebPlan, the City's updated Plan will be designed and published for viewing and navigation on an interactive, citizen-friendly website. The site content may be easily updated and published immediately to the web. During plan development, the site can also serve as a platform for public outreach and education and as another means to solicit community input and post project updates. A design theme, logo and tagline for the Plan will be developed in coordination with City staff for incorporation into the website design and use on other project documents, materials and presentations. WebPlan also conforms to the Web Content Accessibility Guidelines, meaning it is usable by visual- and hearing-impaired users.

Deliverable

- **The Edinburg Today Report,** which will highlight key planning considerations emerging from KKC's initial background studies and leadership and community involvement activities. The report will include up to 30 pages of final content (plus supplemental appendix detail, as appropriate), and will incorporate maps, graphics or other visual elements that help to illustrate findings while streamlining the extent of body text for a broadly accessible public document. The intent is to avoid duplication of comprehensive data profiles already available for the city and focus on highlighting specific indicators that tell a story about key planning issues facing the community, put such issues in context, and/or apply actual data and facts to correct any misperceptions.

PHASE 2 – PLAN DIRECTION AND ASSUMPTIONS

Through this transition phase, KKC will highlight its findings about Edinburg Today to set the stage for Phase 3, The Future Edinburg. This will involve:

- Itemizing a core set of **assumptions** on which the Plan will be based (e.g., population expectations, projected service capacities, etc.)
- Stating **community needs** – ongoing, evolving and new – and highlighting **key opportunities and challenges** the area will face in the years ahead, which the Plan must address, including a summary of related public and stakeholder input; and
- Sharing a proposed community-based **vision statement**, reflecting core community values, and establishing a series of **guiding principles** for the Plan that will be refined through The Future Edinburg phase.

Engagement Activities

KKC will carry out Phase 2 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **1 trip to Edinburg during Phase 2.**

1. Provide an overview of the Edinburg Today Report and seek feedback on the draft Plan Direction and Outline briefing paper through a **second workshop** involving the City Council, with the Planning & Zoning Commission and others invited, as appropriate (including an advisory committee if one is created). Based on the workshop results, KKC will then finalize the paper with City staff before work proceeds on The Future Edinburg phase.

Deliverable

- **Plan Direction and Outline briefing paper**, which compiles the assumptions, key opportunities and challenges, and vision and guiding principles resulting from this phase, and provides a working outline of the Plan document to guide work efforts during the next phase.

PHASE 3 – THE FUTURE EDINBURG

KKC will prepare and compile the Future Edinburg portion of the Plan through this phase. This will be based on the outline finalized at the end of the Plan Direction and Assumptions phase, plus further interaction with City officials, staff, residents and other stakeholders. The Future Edinburg portion will focus on key planning issues and considerations, a refined vision, guiding principles and associated community goals, and a series of specific action items in five categories:

(1) capital improvements;
(2) programs and initiatives;
(3) development regulations and standards;
(4) partnerships (public/public, public/ private, etc.); and
(5) more targeted plans/studies that may be necessary to ensure effective action, recruit partners, establish eligibility for grants or other external funding, and to focus on particular sub-areas of the community in follow-up to the citywide plan.

Potential Plan goals, strategies and actions will also build on Action Plan inputs and results obtained through the Edinburg 2040 process.

During the Future Edinburg phase, KKC will:

1. Assess the long-range development outlook and context for Edinburg, including consideration of post-COVID land use trends and variations from traditional practice. Drawing from results of the Edinburg Today phase and discussions with staff and other key contacts, considerations will include:

   - Identification of areas available, most suitable and preferred for new growth and targeted reinvestment, taking into account potential constraints such as flood hazard areas and other physical and environmental factors, existing land use and property ownership patterns, the transportation network, and infrastructure and public service capacities and availability.
   - A policy framework and associated strategies for coordinating growth management and future land use, applying KKC's Community Character methods, and ensuring linkages to infrastructure and service capacities, land use balance and residential density considerations, infill and redevelopment opportunities in targeted areas, economic

development needs and socioeconomic factors, and rural/agricultural preservation and other resource conservation priorities.

- A strategy for orderly improvement of the area transportation system to enhance safety and relieve congestion, considering not only facilities for automobiles but also pedestrian/bicycle circulation, transit and alternative transportation options.
- Strategies for overcoming any identified barriers to desired local housing development, including to meet workforce housing needs, and for maintaining the integrity of existing neighborhoods while setting appropriate standards for quality, sustainable new residential areas.
- Ways to strengthen the area's economic base and tax base, and its "quality of place" appeal, including consideration of the general fiscal implications of future growth and development patterns and associated upgrades to or extension of public infrastructure and services.
- The general capacity outlook for the area's infrastructure including water, wastewater and storm drainage systems, planning-level improvement needs and their approximate timing based on projected growth and potential redevelopment activity over a 20-year horizon (plus consideration of existing drainage system "hot spots"), along with opportunities to incorporate Low Impact Development (LID) and green infrastructure design practices to boost the area's sustainability and resiliency.
- Priorities for enhancing the area's park, trail and recreation sites, starting with an evaluation of the City's 2019 Parks & Recreation Master Plan, and promoting system connectivity and healthy lifestyles for residents, and considering all forms of amenities and leisure, entertainment and cultural activities that contribute to community livability and appeal.
- Place-making, urban design and image/appearance opportunities in terms of development quality along high-profile roadways and at "gateway" locations, beautification efforts within public areas, and preservation of valued natural/cultural/historical amenities – all synced with community branding efforts.

2. Prepare a new Future Land Use and Character Map that visually depicts the area's general development pattern and open space preservation intent for the years ahead, including potential place-based neighborhood nodes and transects, thereby providing essential public policy support for the City's development regulations and other growth guidance tools and activities. The map will also correlate with associated land use policies, the future thoroughfare network, and other community objectives that are validated through the planning process (e.g., economic development, infill development and community revitalization, fiscally prudent growth, floodplain management, etc.).
3. Prepare an updated Thoroughfare Plan map, coordinated with the new Future Land Use and Character map, with supporting Plan narrative and rationale for the roadway functional classifications applied.

Engagement Activities

KKC will carry out Phase 3 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **4 trips to Edinburg during Phase 3.**

Deliverables

- **Draft Future Edinburg portion of the Comprehensive Plan,** including the new Future Land Use and Character Map and supporting Plan narrative and rationale, as developed incrementally through the work activities and further input and feedback during this phase.
- **Future Edinburg Vision Statement,** which will be included and highlighted within The Future Edinburg portion of the plan but formatted in such a way that it can be printed as a stand-alone handout. The vision statement will be synthesized from leadership and community input and feedback received during the engagement activities and workshops during Phases 1-2. As part of ultimate plan adoption, the vision statement should be found to be representative of a cross-section of the community, and it should align with and strengthen existing community partnerships.

PHASE 4 – STRATEGIC IMPLEMENTATION PLAN

Informed by The Future Edinburg phase, KKC will coordinate with City staff to compile potential action items that are near-term (first 1-3 years) and strategic in nature so they may be addressed in more detail and prioritized through the final workshop in this phase, along with consideration of later focus items in 4-6, 7-9 and 10+ year timeframes. This will include calling out all plan actions involving potential capital investments in utility and transportation infrastructure improvements so: (1) priorities and general cost parameters may be assigned, (2) potential financing and cost-sharing options may be evaluated, and (3) policy guidance may be provided involving considerations beyond in-City service (e.g., potential service extensions, external service agreements, and other area water service CCNs and special districts). **This work will build on the capital improvement priorities and Dashboard developed through the Edinburg 2040 process.**

The Strategic Implementation element of the Plan will also:

1. Clarify the respective implementation roles of City officials, boards/commissions and staff.
2. Indicate potential level-of-magnitude cost levels for Plan actions, with links to potential funding sources.
3. Highlight opportunities for the City to coordinate its implementation efforts with other key agencies and entities, with other jurisdictions as appropriate, and with other private and non-profit partners.
4. Spell out essential procedures for monitoring implementation efforts and reporting progress on key action priorities annually, using specific action metrics and benchmarks where appropriate, and for completing future plan reviews and updates at appropriate milestones with ongoing community and stakeholder engagement and partner check-ins.

KKC will also complete a more in-depth evaluation of the potential effectiveness of the City's current development regulations and standards/guidelines relative to goals and action items in the

draft Comprehensive Plan that will likely require regulation to implement. Summary findings will be compiled in memorandum form along with recommended substantive and procedural changes to current regulations and practices to ensure consistency between plan and ordinances, and to increase the likelihood of achieving desired outcomes.

Engagement Activities

KKC will carry out Phase 4 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **1 trip to Edinburg during Phase 4.**

1. Coordinate with City staff to arrange and host a **public open house** period immediately prior to and in the same location as the workshop above (e.g., open house period starting at 5:30 p.m. and workshop starting at 7:00 p.m.). The intent is to provide an informal setting in which attendees may view displays, hear an overview presentation and interact with the City's planning consultants and staff regarding the emerging proposed Plan prior to formal public hearings in Phase 5. Community input and feedback will also be obtained on the potential near-term action priorities in the draft Plan to be covered in the workshop.

2. Facilitate a **final workshop** involving the City Council, City management and staff, with the Planning & Zoning Commission and others invited, as appropriate (including an advisory committee if one is created), to provide an overview of the overall draft Plan, build consensus on near-term action priorities and discuss related implementation tools and logistics.

Deliverables

- **Strategic Implementation Plan** portion to add to the overall draft Plan package (with the entire package to be distributed in advance by City staff to workshop participants).

PHASE 5 – PLAN FINALIZATION AND ADOPTION

Following the final workshop in the Strategic Implementation Plan phase, KKC will coordinate with City staff to compile a revised Hearing Draft version of the proposed Plan for public hearing and official consideration. Then, following adoption, KKC will produce the final as-adopted version of the Plan document, reflecting all further adjustments made through final review and deliberation.

Engagement Activities

KKC will carry out Phase 5 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **2 trips to Edinburg during Phase 5.**

1. In coordination with City staff, present highlights of the final proposed Plan at a **public hearing before the Planning & Zoning Commission** and assist in responding to public comments and questions. Then proceed into a Commission workshop, immediately after the hearing, to identify any revisions the Commission may suggest before making a recommendation of plan adoption to City Council.

2. In coordination with City staff, present highlights of the final recommended Plan at a **public hearing before City Council**, and assist in responding to public comments and questions, as appropriate, before Council considers plan adoption.

Deliverables

- **Hearing Draft version of the final proposed Comprehensive Plan**, available online via WebPlan and in exported PDF format, for official and public review prior to and during the public hearing phase.
- **Compilation of further potential revisions to the Comprehensive Plan content**, prior to the City Council public hearing, to highlight any further plan adjustments recommended to Council by the Planning & Zoning Commission as part of its recommendation of adoption.
- **1 master printed original of the final adopted Plan and 6 copies**, including all maps and illustrations (provided in a binder for ease of reference and updating, in 8.5" x 11" vertical format and with 11" x 17" fold-out maps, typically with up to 150 pages of final approved content plus supplemental appendix detail as appropriate).
- **Electronic files** for any elements of the final adopted Comprehensive Plan document and the Edinburg Today Report that are not already built into the online plan version in WebPlan, and all GIS/map-related files in Esri-compatible formats as specified by the City. Also, Microsoft Word and PDF files with the final adopted plan content, exported from WebPlan.

APPROACH TO DELIVERABLES

Draft Deliverables. KKC will provide draft deliverables through each phase of the project. These deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the project. All such interim deliverables will be provided to the City within WebPlan and exported to Adobe PDF format for ease of file transfer, distribution and website posting, as appropriate. Graphics will be produced in color (unless they are black-and-white line sketches) in a format suitable for display during meetings and at public events/hearings.

Consolidated Review and Revision. Whenever KKC submits draft deliverables, it will be the responsibility of the City's Project Director to coordinate, compile and forward to KKC in a consolidated manner all review comments on and requested/suggested revisions to such deliverables. As part of each review phase, guidance from the Project Director should be included, as needed, on whether and how KKC should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, client-recommended revisions.

The project budget assumes original drafting of each deliverable and one consolidated revision round upon receipt of compiled comments from the City's Project Director. Only minor revisions will be made following plan adoption to produce the final as-adopted plan version. Extensive substantive revisions that arise at the final adoption phase may require additional services depending on their nature and the budget status at that final stage of the project.

PROJECT COST

Below are the costs for each task outlined in the above Scope of Services, inclusive of all associated labor and direct expense costs plus professional fee.

Project / Client Coordination **(Month 1 and ongoing)** › Kick-off Meeting (via online conferencing) › Monthly progress reporting and ongoing staff coordination › Includes $10,000 WebPlan site build fee	$27,500
PHASE 1 – Edinburg Today **(Months 2-4)** TRIP 1 (2 days) › City Council Workshop 1 › Phase 1 engagement activities building on Edinburg 2040 TRIP 2 (3 days) › Phase 1 engagement activities building on Edinburg 2040	$52,500
PHASE 2 – Plan Direction and Assumptions **(Months 4-5)** TRIP 3 (2 days) › City Council Workshop 2	$20,000
PHASE 3 – The Future Edinburg **(Months 6-9)** TRIPS 4-7 (2 days each) › Phase 3 engagement activities tied to plan development	$80,000
PHASE 4 – Strategic Implementation Plan **(Months 9-10)** TRIP 8 (2 days) › Public Open House › City Council Workshop 3	$50,000
PHASE 5 – Plan Finalization and Adoption **(Months 11-12)** TRIP 9 (2 days) › Planning & Zoning Commission Public Hearing / Workshop TRIP 10 (2 days) › City Council Public Hearing and Plan adoption	$20,000
TOTAL	**$250,000**

Cost Allocation	
Kendig Keast Collaborative	$175,000
Melden & Hunt, Inc.	$75,000

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

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.*

EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

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” – AMENDED PROPOSAL TO THE AGREEMENT

"Exhibit B"

Edinburg Comprehensive Plan

Project Cost (Kendig Keast Collaborative)

Phase	Original Budget	Final Actual
Project / Client Coordination	$17,500	$10,487.50
PHASE 1: Edinburg Today	$32,400	$27,167.50
PHASE 2: Plan Direction & Assumptions	$15,400	$11,713.75
PHASE 3: Future Edinburg	$43,600	$45,817.50
PHASE 4: Strategic Implementation Plan	$24,400	$42,130.75
PHASE 5: Finalization & Adoption	$14,950	$14,148.75
Subconsultant Melden & Hunt	$75,000	$26,250.00
Expenses	$26,750	$27,801.49
TOTAL	**$250,000**	**$205,517.24**

THE CITY OF Edinburg

CONTRACT NO.

C-15-24

City Council Approved:

October 3, 2023

To:

Myra L. Ayala, City Manager/Marissa

Jaime Acevedo, Planning Director/Rita Lee

Clarice Balderas, City Secretary

Criselda Lozano, Purchasing Manager

Joe Rios, Central Files

From: Martha Tidwell

Martha Tidwell Legal Assistant

City Attorney's Office

Phone: (956) 388-8923

Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and Kendig Keast Collaborative for the City of Edinburg Comprehensive Plan, per RPF 2023-016, for their Proposal of $250,000.00.

COMMENTS:

11-15-23 Omar, please approve.

11-15-23 Marissa, please have City Manager sign and return originals to me.

11-17-23 Clarice, please attest and return to me for further processing.

11-17-23 Cris, attached is the Form 1295 for processing. VIA EMAIL ONLY.

11-17-23 Rita Lee, an original for your files.

11-17-23 Joe, an original/counterpart for Central Files.

C-15-24

THE CITY OF Edinburg

MEMORANDUM

DATE: November 15, 2023

TO: Myra L. Ayala, City Manager

FROM: Martha Tidwell, Legal Assistant

RE: 2 Copies of Agreement between COE and Kendig Keast Collaborative for Comprehensive Plan

Attached you will find 2 Copies of Agreement between COE and Kendig Keast Collaborative for Comprehensive Plan

_X Approved by City Council.

__ Approval by City Council not required

__ Meets purchasing requirements

__ This item is Budgeted

__ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____
Omar Ochoa, City Attorney

Approved by: _____
Myra L. Ayala, City Manager

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Kendig Keast Collaborative (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor 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 Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Vendor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Vendor.

5. Give prompt written notice to Vendor 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 Manager or such other representative that the City may appoint by written notice to Vendor with whom Vendor will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Vendor 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 VENDOR

A. Vendor shall perform the Services described in **Exhibits "A".**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) 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. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor 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. Vendor 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 Vendor 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. Vendor 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 Vendor 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. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

I. Vendor's obligations under this clause are in addition to the Vendor'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 Vendor for Vendor'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 Vendor for Services being contracted herein as follows:

A. Vendor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Vendor shall not bill City for duplicate services performed by more than one person. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor 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 Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor'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. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor 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 Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Vendor 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 Vendor's employees' taxes. Vendor 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. Vendor 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. Vendor 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 Vendor 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, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor 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 Vendor following termination or expiration of this Agreement as defined below, the Vendor 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) twelve months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Manager.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. 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 Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Services performed by Vendor 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 Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor'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 Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor 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

Vendor 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 Vendor or its employees. In accordance with City ordinances, Vendor 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 Vendor 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 Vendor, 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 Vendor 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 Vendor.

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, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION 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 costs.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs,

and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI
LIMITATION OF LIABILITY

A. Vendor 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 Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Vendor 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, Vendor'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. Vendor 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 Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor 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 Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor 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 Vendor:

Kendig Keast Collaborative
Attn: Gary Mitchell, President
77 Sugar Creek Center Blvd., Suite 600
Sugar Land, Texas 77478

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 Vendor 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 Vendor 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 (including exhibits), 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 the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor 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 Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XXI
NOTICE OF GOVERNING LAW

A. The Contractor agrees to abide by the applicable laws and regulations found in the **Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract** Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits C & D.

Attachments: Exhibit C – Civil Rights Provisions
Exhibit D – Appendix II to 2 CFR Part 200

EXECUTED by the parties in triplicate originals on this 3rd day of October, 2023.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

KENDIG KEAST COLLABORATIVE

BY:_____
Gary Mitchell, President
77 Sugar Creek Center Blvd., Suite 600
Sugar Land, TX 77478
281-721-4105
gary@kendigkeast.com

Attachments: **Exhibit "A" RFQ 2023-016**
Exhibit "B" Insurance
Exhibit "C" Civil Rights Provision
Exhibit "D" Appendix II to 2 CFR Part 200

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

Exhibit "A"
Scope of Services

Under contract to the **City of Edinburg,** Kendig Keast Collaborative (KKC) will provide professional urban planning services to prepare an updated **Comprehensive Plan** (Plan) for guiding the long-range development, redevelopment and enhancement of the city. KKC will be assisted in this effort by subconsultant **Melden & Hunt, Inc.** (hereafter encompassed by references to "KKC"), who will provide support for the municipal infrastructure and transportation aspects of the planning effort.

The Comprehensive Plan effort will focus on the current city limits and the City's statutory extraterritorial jurisdiction (ETJ) area plus other ETJ additions. KKC's project involvement and facilitation will be carried out according to this Scope of Services and contingent upon the Client Support items below to make the best use of the available consultant budget. The City's Project Director will manage the overall process and direct KKC in performing the project services. KKC will build upon and coordinate with other recent and concurrent planning efforts and studies to complete these tasks. KKC will coordinate with other agencies and entities, as appropriate, in conjunction with the City.

As indicated below under Project/Client Coordination, KKC will coordinate with the City to establish a detailed and feasible project schedule for the execution and completion of this Scope of Services. The intent is to work toward official consideration of a final proposed Plan within **12 months** from the date KKC receives Notice to Proceed from the City, with a preliminary draft of the entire plan to be available for review within 9 months. KKC will coordinate with City officials and staff to meet this timeline. This will require steady progress on the tasks in this Scope of Services; timely receipt of necessary data and information and other input; and prompt review and feedback on KKC's interim and final work products. It is also noted that the extent, scheduling and completion of public hearings and final plan adoption are a client prerogative and not under KKC's control.

Additional or Continuing Services

During the course of or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further background or issues research, or otherwise engage consultant personnel in additional work efforts not anticipated at project initiation and through the Scope of Services currently outlined. Any such additional services shall be specifically authorized by the City and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the compensation amount — and, if necessary, the time of performance — of the original professional services agreement.

CLIENT SUPPORT

The **City of Edinburg** will provide administrative and technical support services to assist KKC in performing the Scope of Services including:

- Identifying a single individual as the City's Project Director, who will serve as the primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and consultant personnel, resources and capabilities.

- Providing to KKC all data, maps, aerial imagery, previous reports/plans/studies and other information that is available to the City in digital or printed format and is pertinent and necessary for development of the plan document. The City will reproduce all hard-copy materials, to the extent feasible, such that they will not require return upon project completion. PDFs or other electronic files are preferred whenever available.
- Immediately upon project initiation, providing KKC a detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources. (KKC can also accept AutoCAD layers, as useful and appropriate, although GIS is preferred.)
- Ensuring that key City personnel, board/commission members and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with local officials as specified in this Scope of Services.
- Making initial contacts with agencies and organizations to facilitate data collection and coordination, to arrange meetings as needed, and make these entities aware of the planning process.
- Distributing draft plan content to Advisory Committee members (if one is created), key City staff members and other project participants as appropriate. An item should be added to City Council and Planning & Zoning Commission agendas throughout the duration of the project, at appropriate milestone points, so City staff can provide status reports and allow for ongoing discussion opportunities and overall direction of the planning process by elected and advisory officials.
- Providing ongoing administrative support for the Advisory Committee (i.e., arranging meeting locations, preparing and distributing meeting notices, preparing and reproducing agendas and other handouts, including those prepared by KKC, providing three-ring binders with section dividers for members to maintain their project materials, etc.).
- Committing the necessary resources to adequately prepare for and promote attendance at and media coverage of any significant community outreach events. The City might consider inviting other key community organizations to co-sponsor or "co-host" the event and provide further logistical support. The City's responsibilities will include:

  (a) Securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.).

  (b) Providing public and news media notification;

  (c) Preparing and reproducing meeting and handout materials, including those prepared by KKC;

  (d) Providing sign-in sheets and otherwise documenting meeting attendance;

  (e) Providing refreshments as appropriate; and

(f) Inviting elected and advisory officials and representatives of other key agencies and community organizations to attend public meetings related to the planning process.

- Providing such public notice of meetings and hearings as is required by law or deemed desirable by the City.
- Providing KKC updates or written summaries, as available, from any project-related meetings not attended by KKC, and copies of any handouts/materials.

PROJECT / CLIENT COORDINATION

KKC will complete project management activities in coordination with the City's Project Director to ensure schedule adherence, cost control and quality assurance. These activities will include:

- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the project status, document significant work accomplished and activities scheduled for the next progress report period, and note any difficulties encountered and steps taken to address them.
- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes to ensure adequate time for client review/approval of deliverables. The schedule will be set during the Project Start-Up phase below.
- Frequent **communication and coordination with the City's Project Director** by email, phone, online conferencing and written correspondence.

PROJECT START-UP

Project Kick-Off Meeting

Following receipt of written Notice to Proceed from the City, KKC will complete a project kick-off meeting with City staff (via online conferencing) to recap the Scope of Services, flesh out a detailed schedule, coordinate on data/information needs, and cover other project logistics. Then, on each scheduled visit to the area, KKC will meet with City staff as needed for project planning discussions and/or in-depth work sessions on particular plan topics.

Compilation of Information Resources

KKC will coordinate with City staff to identify and acquire available data, mapping and other information resources for the planning effort, from local and other sources. KKC will provide City staff a checklist of typical resource items for a community planning effort, including other recent and/or concurrent plans and studies, and any other policy processes or documents that aid community decision-making. KKC will then coordinate with staff to determine which items will be available for the project. KKC will also coordinate with City staff to identify key project contacts and relevant agencies and entities.

Coordination of Community and Leadership Engagement Strategy

KKC will coordinate with City staff to plan and facilitate a sequence of outreach activities to engage the community's public and private leadership, along with residents, business owners, property owners, neighborhood associations, local organizations and others interested in setting strategic

priorities for the community's future. These efforts will build on other recent and ongoing engagement activities by the City so that those interested have a variety of options for participating and contributing their hopes, concerns and priorities. **KKC will especially build on the structure, network of participants, resident survey, and other input and findings from the City's Edinburg 2040 visioning and strategic planning initiative, launched in early 2022.**

Certain planned outreach efforts are itemized within each phase of this Scope of Services, under the heading Engagement Activities. Rather than calling out other activities beyond those specified, this scope of services identifies a planned number of trips that KKC personnel will make to Edinburg for community engagement activities and other project meetings. Then City staff and KKC can determine the best use of consultant time for outreach efforts during each trip (while also reserving some trip time, as needed, for field reconnaissance and inventory work or other project tasks). Listed below are **potential activities that are options for the ultimate series of engagement activities** to be chosen and arranged in coordination with City staff:

- A series of informal, one-hour **small-group "listening" sessions** that could be targeted to stakeholders associated with a particular plan focus, a certain demographic or a niche group, or could involve a mix of residents, business and property owners, public officials, representatives of neighborhood and community organizations, and others as identified by local officials and staff.
- **General public input meetings**, conducted either in a Town Hall Meeting format with facilitation of overall group discussion, or in a workshop format with a variety of interactive and hands-on engagement activities typically conducted in small groups. Similar formats can be customized for an **event designed specifically for youth participation.**
- Informal **"living room sessions"** hosted by citizen volunteers (and/or by willing members of City advisory boards/commissions) in their homes, especially to reach busy parents, seniors and homebound residents.
- A **series of working meetings** with City representatives and other stakeholders and community partners, to discuss and obtain input on key Plan topics and draft content. As the City prefers, the meetings could be held directly with the City's Planning & Zoning Commission or with a specially-appointed advisory committee. Alternatively, the meetings could be conducted in a more open, informal format to enable input from all interested.
- Arrangement of certain activities as **"mobile meetings,"** for some or all of the meeting duration, to take the discussion "on the road" and consider actual locations and examples in real time.
- Meetings and/or presentations arranged with particular **local stakeholder groups, partner organizations, and/or on-site at a local workplace** where the employer is willing to host an informal gathering over lunch or another time, especially to help reach commuter workers who live elsewhere.
- Spending time at **locations in the community where residents already gather or come and go**, providing opportunities for impromptu conversations and/or "drop-in" visits with consultant personnel and City staff at pre-arranged locations – a proven method for accomplishing even quick but fruitful discussions with busy families and individuals who will likely never attend a traditional public meeting.

- Interactive options for youth and adults integrated into **community events and festivals.**
- Visits with City staff to **other public and semi-public agencies** (e.g., school district, county, economic development entities, transportation agencies, special districts, etc.).
- **Public open house events** at one or more appropriate milestone points in the Plan development process, through which residents and others can view displays, hear an overview presentation, and interact with consultant personnel and City staff in an informal atmosphere, especially at the overall draft plan stage before proceeding into the formal public hearing and official consideration phase. For cost efficiencies, such events can be scheduled immediately prior to an evening meeting in the same location and at which some of the same attendees are expected.

PHASE 1 – EDINBURG TODAY

KKC will compile and assess a base of information on the existing conditions and outlook for Edinburg, focusing especially on key influences that will shape the community's future. This will provide background and assumptions to support needs assessment and long-range and strategic planning decisions throughout the planning process. Through its own background study plus discussions with local officials, staff, residents and other stakeholders, KKC will:

1. Review and evaluate the City's current planning documents and land development regulations, including for potential areas of divergence between plans and regulations.
2. Itemize key opportunities, challenges, issues and needs facing the community, using population and other socioeconomic indicator data from local and regional sources, the Texas Demographic Center, the U.S. Census Bureau and other readily available sources to provide further context.
3. Consider the area's historical development and relevant local and regional trends, plans and projects that will influence the community over the 20-year planning horizon.
4. Identify action items in previous local plans/studies or initiatives that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations or other factors.
5. Complete topic-specific background study and mapping to provide an up-to-date overview of Edinburg's physical context and historical and recent development. Drawing from data and information resources provided by the City, plus discussions with staff and other key contacts, considerations will include:
   - The area's physical characteristics and context, including a general inventory of valued natural, historical and cultural assets and intact open space, and consideration of environmental/climate hazards and resiliency factors (including a recap of past area flood events and damages).
   - Land use and development patterns, trends and associated economic and real estate market factors, supplemented by a refreshed inventory of existing land use (to be coordinated closely with City staff to determine the most efficient methods and appropriate allocation of project resources as such an inventory for this size of city and ETJ can be a highly labor-intensive effort).

- Growth pattern and trends and associated management efforts, tools applied and resulting outcomes.
- Housing market and housing stock in terms of availability, variety, affordability and quality, along with neighborhood-level conditions and issues.
- Local transportation system for all forms of movement, traffic and safety conditions, public transit status and needs, and specific improvements already planned and/or programmed.
- Growth capacity in terms of existing water, wastewater and storm drainage systems (general condition and capacity, deficiencies and needs), along with the general status of other public services.
- Economic and tax base conditions and trends, along with successes and challenges for both economic development and redevelopment within a regional context.
- Parks, recreation and open space assets, along with other City public facilities (general condition, deficiencies and needs) and overall lifestyle amenities and programming (arts, entertainment, etc.) for residents and visitors.
- Development policies and regulations, public service capacities (within defined service areas), and other physical and fiscal factors that influence community form and character and provide opportunities for or constraints to future development and redevelopment, including consideration of jurisdictions and other administrative boundaries.

6. Complete field reconnaissance, with City staff and independently, to:
   - Observe existing conditions and on-the-ground outcomes from previous plan implementation activities and application of the City's development regulations, including land use compatibility, development quality considerations, and community aesthetics and image.
   - Develop a photographic inventory for use during the project.
   - Identify areas that may need or be conducive for a special area planning focus within the overall comprehensive planning effort (e.g., key corridors, unique neighborhoods or districts, etc.), including those already identified by the City (Central Business District/Downtown, University District and North Edinburg).

Engagement Activities

KKC will carry out Phase 1 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **2 trips to Edinburg during Phase 1**. All engagement activities during the Edinburg Today phase will include discussions and exercises that will enable KKC to craft a **broad, unifying vision statement** on the City's future aspirations for community enhancement. This will build on the Defining Characteristics and Future Vision input obtained through the Edinburg 2040 process. The vision will be further refined during the Plan Direction and Assumptions phase and then will guide the remainder of the Plan process during the Future Edinburg and Strategic Implementation Plan phases.

1. Facilitate an initial, informal **Issues and Needs Workshop** involving the City Council, with the Planning & Zoning Commission and others invited, as appropriate. The workshop purpose is

partly orientation to the community planning process, but especially to obtain early leadership input and set direction and priorities for the effort.

KKC will also develop a **WebPlan website** for use during the project, combining it with the City's existing **enCode**Plus™ for its Unified Development Code (https://online.encodeplus.com/regs/edinburg-tx-udc-update/index.aspx). WebPlan is a newer feature created by KKC's sister firm, **enCode**Plus™ (also owned by KKC CEO Bret Keast). Through WebPlan, the City's updated Plan will be designed and published for viewing and navigation on an interactive, citizen-friendly website. The site content may be easily updated and published immediately to the web. During plan development, the site can also serve as a platform for public outreach and education and as another means to solicit community input and post project updates. A design theme, logo and tagline for the Plan will be developed in coordination with City staff for incorporation into the website design and use on other project documents, materials and presentations. WebPlan also conforms to the Web Content Accessibility Guidelines, meaning it is usable by visual- and hearing-impaired users.

Deliverable

- **The Edinburg Today Report,** which will highlight key planning considerations emerging from KKC's initial background studies and leadership and community involvement activities. The report will include up to 30 pages of final content (plus supplemental appendix detail, as appropriate), and will incorporate maps, graphics or other visual elements that help to illustrate findings while streamlining the extent of body text for a broadly accessible public document. The intent is to avoid duplication of comprehensive data profiles already available for the city and focus on highlighting specific indicators that tell a story about key planning issues facing the community, put such issues in context, and/or apply actual data and facts to correct any misperceptions.

PHASE 2 – PLAN DIRECTION AND ASSUMPTIONS

Through this transition phase, KKC will highlight its findings about Edinburg Today to set the stage for Phase 3, The Future Edinburg. This will involve:

- Itemizing a core set of **assumptions** on which the Plan will be based (e.g., population expectations, projected service capacities, etc.)
- Stating **community needs** – ongoing, evolving and new – and highlighting **key opportunities and challenges** the area will face in the years ahead, which the Plan must address, including a summary of related public and stakeholder input; and
- Sharing a proposed community-based **vision statement**, reflecting core community values, and establishing a series of **guiding principles** for the Plan that will be refined through The Future Edinburg phase.

Engagement Activities

KKC will carry out Phase 2 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **1 trip to Edinburg during Phase 2.**

1. Provide an overview of the Edinburg Today Report and seek feedback on the draft Plan Direction and Outline briefing paper through a **second workshop** involving the City Council, with the Planning & Zoning Commission and others invited, as appropriate (including an advisory committee if one is created). Based on the workshop results, KKC will then finalize the paper with City staff before work proceeds on The Future Edinburg phase.

Deliverable

- **Plan Direction and Outline briefing paper**, which compiles the assumptions, key opportunities and challenges, and vision and guiding principles resulting from this phase, and provides a working outline of the Plan document to guide work efforts during the next phase.

PHASE 3 – THE FUTURE EDINBURG

KKC will prepare and compile the Future Edinburg portion of the Plan through this phase. This will be based on the outline finalized at the end of the Plan Direction and Assumptions phase, plus further interaction with City officials, staff, residents and other stakeholders. The Future Edinburg portion will focus on key planning issues and considerations, a refined vision, guiding principles and associated community goals, and a series of specific action items in five categories:

(1) capital improvements;
(2) programs and initiatives;
(3) development regulations and standards;
(4) partnerships (public/public, public/ private, etc.); and
(5) more targeted plans/studies that may be necessary to ensure effective action, recruit partners, establish eligibility for grants or other external funding, and to focus on particular sub-areas of the community in follow-up to the citywide plan.

Potential Plan goals, strategies and actions will also build on Action Plan inputs and results obtained through the Edinburg 2040 process.

During the Future Edinburg phase, KKC will:

1. Assess the long-range development outlook and context for Edinburg, including consideration of post-COVID land use trends and variations from traditional practice. Drawing from results of the Edinburg Today phase and discussions with staff and other key contacts, considerations will include:

   - Identification of areas available, most suitable and preferred for new growth and targeted reinvestment, taking into account potential constraints such as flood hazard areas and other physical and environmental factors, existing land use and property ownership patterns, the transportation network, and infrastructure and public service capacities and availability.
   - A policy framework and associated strategies for coordinating growth management and future land use, applying KKC's Community Character methods, and ensuring linkages to infrastructure and service capacities, land use balance and residential density considerations, infill and redevelopment opportunities in targeted areas, economic

development needs and socioeconomic factors, and rural/agricultural preservation and other resource conservation priorities.

- A strategy for orderly improvement of the area transportation system to enhance safety and relieve congestion, considering not only facilities for automobiles but also pedestrian/bicycle circulation, transit and alternative transportation options.
- Strategies for overcoming any identified barriers to desired local housing development, including to meet workforce housing needs, and for maintaining the integrity of existing neighborhoods while setting appropriate standards for quality, sustainable new residential areas.
- Ways to strengthen the area's economic base and tax base, and its "quality of place" appeal, including consideration of the general fiscal implications of future growth and development patterns and associated upgrades to or extension of public infrastructure and services.
- The general capacity outlook for the area's infrastructure including water, wastewater and storm drainage systems, planning-level improvement needs and their approximate timing based on projected growth and potential redevelopment activity over a 20-year horizon (plus consideration of existing drainage system "hot spots"), along with opportunities to incorporate Low Impact Development (LID) and green infrastructure design practices to boost the area's sustainability and resiliency.
- Priorities for enhancing the area's park, trail and recreation sites, starting with an evaluation of the City's 2019 Parks & Recreation Master Plan, and promoting system connectivity and healthy lifestyles for residents, and considering all forms of amenities and leisure, entertainment and cultural activities that contribute to community livability and appeal.
- Place-making, urban design and image/appearance opportunities in terms of development quality along high-profile roadways and at "gateway" locations, beautification efforts within public areas, and preservation of valued natural/cultural/historical amenities – all synced with community branding efforts.

2. Prepare a new Future Land Use and Character Map that visually depicts the area's general development pattern and open space preservation intent for the years ahead, including potential place-based neighborhood nodes and transects, thereby providing essential public policy support for the City's development regulations and other growth guidance tools and activities. The map will also correlate with associated land use policies, the future thoroughfare network, and other community objectives that are validated through the planning process (e.g., economic development, infill development and community revitalization, fiscally prudent growth, floodplain management, etc.).
3. Prepare an updated Thoroughfare Plan map, coordinated with the new Future Land Use and Character map, with supporting Plan narrative and rationale for the roadway functional classifications applied.

Engagement Activities

KKC will carry out Phase 3 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **4 trips to Edinburg during Phase 3.**

Deliverables

- **Draft Future Edinburg portion of the Comprehensive Plan,** including the new Future Land Use and Character Map and supporting Plan narrative and rationale, as developed incrementally through the work activities and further input and feedback during this phase.
- **Future Edinburg Vision Statement,** which will be included and highlighted within The Future Edinburg portion of the plan but formatted in such a way that it can be printed as a stand-alone handout. The vision statement will be synthesized from leadership and community input and feedback received during the engagement activities and workshops during Phases 1-2. As part of ultimate plan adoption, the vision statement should be found to be representative of a cross-section of the community, and it should align with and strengthen existing community partnerships.

PHASE 4 – STRATEGIC IMPLEMENTATION PLAN

Informed by The Future Edinburg phase, KKC will coordinate with City staff to compile potential action items that are near-term (first 1-3 years) and strategic in nature so they may be addressed in more detail and prioritized through the final workshop in this phase, along with consideration of later focus items in 4-6, 7-9 and 10+ year timeframes. This will include calling out all plan actions involving potential capital investments in utility and transportation infrastructure improvements so: (1) priorities and general cost parameters may be assigned, (2) potential financing and cost-sharing options may be evaluated, and (3) policy guidance may be provided involving considerations beyond in-City service (e.g., potential service extensions, external service agreements, and other area water service CCNs and special districts). **This work will build on the capital improvement priorities and Dashboard developed through the Edinburg 2040 process.**

The Strategic Implementation element of the Plan will also:

1. Clarify the respective implementation roles of City officials, boards/commissions and staff.
2. Indicate potential level-of-magnitude cost levels for Plan actions, with links to potential funding sources.
3. Highlight opportunities for the City to coordinate its implementation efforts with other key agencies and entities, with other jurisdictions as appropriate, and with other private and non-profit partners.
4. Spell out essential procedures for monitoring implementation efforts and reporting progress on key action priorities annually, using specific action metrics and benchmarks where appropriate, and for completing future plan reviews and updates at appropriate milestones with ongoing community and stakeholder engagement and partner check-ins.

KKC will also complete a more in-depth evaluation of the potential effectiveness of the City's current development regulations and standards/guidelines relative to goals and action items in the

draft Comprehensive Plan that will likely require regulation to implement. Summary findings will be compiled in memorandum form along with recommended substantive and procedural changes to current regulations and practices to ensure consistency between plan and ordinances, and to increase the likelihood of achieving desired outcomes.

Engagement Activities

KKC will carry out Phase 4 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **1 trip to Edinburg during Phase 4.**

1. Coordinate with City staff to arrange and host a **public open house** period immediately prior to and in the same location as the workshop above (e.g., open house period starting at 5:30 p.m. and workshop starting at 7:00 p.m.). The intent is to provide an informal setting in which attendees may view displays, hear an overview presentation and interact with the City's planning consultants and staff regarding the emerging proposed Plan prior to formal public hearings in Phase 5. Community input and feedback will also be obtained on the potential near-term action priorities in the draft Plan to be covered in the workshop.

2. Facilitate a **final workshop** involving the City Council, City management and staff, with the Planning & Zoning Commission and others invited, as appropriate (including an advisory committee if one is created), to provide an overview of the overall draft Plan, build consensus on near-term action priorities and discuss related implementation tools and logistics.

Deliverables

- **Strategic Implementation Plan** portion to add to the overall draft Plan package (with the entire package to be distributed in advance by City staff to workshop participants).

PHASE 5 – PLAN FINALIZATION AND ADOPTION

Following the final workshop in the Strategic Implementation Plan phase, KKC will coordinate with City staff to compile a revised Hearing Draft version of the proposed Plan for public hearing and official consideration. Then, following adoption, KKC will produce the final as-adopted version of the Plan document, reflecting all further adjustments made through final review and deliberation.

Engagement Activities

KKC will carry out Phase 5 elements of the Community and Leadership Engagement Strategy developed with City staff during the Project Startup phase. KKC personnel will make **2 trips to Edinburg during Phase 5.**

1. In coordination with City staff, present highlights of the final proposed Plan at a **public hearing before the Planning & Zoning Commission** and assist in responding to public comments and questions. Then proceed into a Commission workshop, immediately after the hearing, to identify any revisions the Commission may suggest before making a recommendation of plan adoption to City Council.

2. In coordination with City staff, present highlights of the final recommended Plan at a **public hearing before City Council**, and assist in responding to public comments and questions, as appropriate, before Council considers plan adoption.

Deliverables

- **Hearing Draft version of the final proposed Comprehensive Plan**, available online via WebPlan and in exported PDF format, for official and public review prior to and during the public hearing phase.
- **Compilation of further potential revisions to the Comprehensive Plan content**, prior to the City Council public hearing, to highlight any further plan adjustments recommended to Council by the Planning & Zoning Commission as part of its recommendation of adoption.
- **1 master printed original of the final adopted Plan and 6 copies**, including all maps and illustrations (provided in a binder for ease of reference and updating, in 8.5" x 11" vertical format and with 11" x 17" fold-out maps, typically with up to 150 pages of final approved content plus supplemental appendix detail as appropriate).
- **Electronic files** for any elements of the final adopted Comprehensive Plan document and the Edinburg Today Report that are not already built into the online plan version in WebPlan, and all GIS/map-related files in Esri-compatible formats as specified by the City. Also, Microsoft Word and PDF files with the final adopted plan content, exported from WebPlan.

APPROACH TO DELIVERABLES

Draft Deliverables. KKC will provide draft deliverables through each phase of the project. These deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the project. All such interim deliverables will be provided to the City within WebPlan and exported to Adobe PDF format for ease of file transfer, distribution and website posting, as appropriate. Graphics will be produced in color (unless they are black-and-white line sketches) in a format suitable for display during meetings and at public events/hearings.

Consolidated Review and Revision. Whenever KKC submits draft deliverables, it will be the responsibility of the City's Project Director to coordinate, compile and forward to KKC in a consolidated manner all review comments on and requested/suggested revisions to such deliverables. As part of each review phase, guidance from the Project Director should be included, as needed, on whether and how KKC should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, client-recommended revisions.

The project budget assumes original drafting of each deliverable and one consolidated revision round upon receipt of compiled comments from the City's Project Director. Only minor revisions will be made following plan adoption to produce the final as-adopted plan version. Extensive substantive revisions that arise at the final adoption phase may require additional services depending on their nature and the budget status at that final stage of the project.

PROJECT COST

Below are the costs for each task outlined in the above Scope of Services, inclusive of all associated labor and direct expense costs plus professional fee.

Project / Client Coordination **(Month 1 and ongoing)** › Kick-off Meeting (via online conferencing) › Monthly progress reporting and ongoing staff coordination › Includes $10,000 WebPlan site build fee	$27,500
PHASE 1 – Edinburg Today **(Months 2-4)** TRIP 1 (2 days) › City Council Workshop 1 › Phase 1 engagement activities building on Edinburg 2040 TRIP 2 (3 days) › Phase 1 engagement activities building on Edinburg 2040	$52,500
PHASE 2 – Plan Direction and Assumptions **(Months 4-5)** TRIP 3 (2 days) › City Council Workshop 2	$20,000
PHASE 3 – The Future Edinburg **(Months 6-9)** TRIPS 4-7 (2 days each) › Phase 3 engagement activities tied to plan development	$80,000
PHASE 4 – Strategic Implementation Plan **(Months 9-10)** TRIP 8 (2 days) › Public Open House › City Council Workshop 3	$50,000
PHASE 5 – Plan Finalization and Adoption **(Months 11-12)** TRIP 9 (2 days) › Planning & Zoning Commission Public Hearing / Workshop TRIP 10 (2 days) › City Council Public Hearing and Plan adoption	$20,000
TOTAL	**$250,000**

Cost Allocation	
Kendig Keast Collaborative	$175,000
Melden & Hunt, Inc.	$75,000

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

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.*

EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KENDIG KEAST COLLABORATIVE FOR CITY OF EDINBURG COMPREHENSIVE PLAN

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]

Edinburg Comprehensive Plan

Project Cost (Kendig Keast Collaborative)

Phase	Original Budget	Final Actual
Project / Client Coordination	$17,500	$10,487.50
PHASE 1: Edinburg Today	$32,400	$27,167.50
PHASE 2: Plan Direction & Assumptions	$15,400	$11,713.75
PHASE 3: Future Edinburg	$43,600	$45,817.50
PHASE 4: Strategic Implementation Plan	$24,400	$42,130.75
PHASE 5: Finalization & Adoption	$14,950	$14,148.75
Subconsultant Melden & Hunt	$75,000	$26,250.00
Expenses	$26,750	$27,801.49
TOTAL	**$250,000**	**$205,517.24**