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
AUGUST 19, 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. National Aviation Day

B. 5th Annual 9/11 Patriot Day of Remembrance

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing the 10th Anniversary of the University of Texas Rio Grande Valley (UTRGV), as Requested by the UTRGV Office of Governmental Relations. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing Jason Saenz, Texas Amateur Athletic Federation (TAAF) State Champion. [Clarice Y. Balderas, City Secretary]

C. Present the Recipient of the Employee of the Month Award for the Month of July 2025. [Erica A. Balli, Director of Human Resources]

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 Comprehensive Plan Amendment from General Commercial Uses to Suburban Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Suburban (RS) District, a 0.98-acre Tract of Land Out of Lot 7, Section 280, Texas Mexican Railway Company Subdivision, Hidalgo County, Texas, Located at 124 Cuco Lane, as Requested by Maria Beatriz Gonzalez and Jorge Segovia. [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider Variance Request to the City of Edinburg Unified Development Code Article 5, Section 5.207, Easements, (F.) Encroachments and Removal of Encroachments, for a Sign to Encroach Into a 60 Foot Access and Utility Easement, All of Lot 19, Block 1, The Boardwalk, Located at 2107 South McColl Road, as Requested by A1-Skylite Signs, LLC. [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider Variance Requests to the City of Edinburg Unified Development Code as Follows: 1.) Article 5, Section 5.207, Easements, (F.) Encroachments and Removal of Encroachments, for a Sign to Encroach Into an Easement, and 2.) Article 4, Section 4.303, Permanent Signs, for a Sign to Exceed the Maximum Size Permitted, Deus Magnus Subdivision, Lot 2, Located at 1300 North I-69C, as Requested by Adak Group LLC. [Jaime Acevedo, Director of Planning & Zoning]

8. AWARDING OF BID

A. Consider Awarding Bid No. 2025-24, West Infrastructure Improvements to Longhorn Excavators, Inc., in the Amount of $5,889,690.69 which Includes the Approved Additive Alternates, and Authorize City Manager to Enter Into an Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

9. CONTRACTUAL

A. Consider Selection of a Firm and Authorize the City Manager to Negotiate a Professional Service Contract for RFQ 2025-004, Lift Station No. 4 and Sewer Line Upgrades - Professional Engineering Services. [Gerardo Carmona Jr., P.E., Director of Utilities]

10. BUDGET

A. Discuss and Consider Proposed Tax Rate for the City of Edinburg for Fiscal Year Beginning October 1, 2025 through September 30, 2026 and Setting Public Hearing. [Ascencion Alonzo, Director of Finance]

B. Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Aviation Fund. [Ascencion Alonzo, Director of Finance]

11. CONSENT AGENDA

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

Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

A. Consider Resolution Approving the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment. [Claudia L. Farias, Director of Grants Administration]

B. Consider Authorizing the City Manager to Enter Into a Supplemental Agreement to the Multiple Use Agreement with the Texas Department of Transportation for the Placement of Five (5) Flock Camera License Plate Readers on State Highway Right of Way, Funded Through the Office of the Governor Fiscal Year 2024 Operation Stonegarden Grant Program, on State Highway Right-of-Way in Edinburg. [Jaime Ayala, Chief of Police]

C. Consider Authorizing the Renewal of a Three (3) Year Term of Data Encryption for Email and File Sharing, Through Carahsoft Technology Corp Through Department of Information Resources (DIR), Contract Number DIR-CPO-5687 in the Amount of $48,676.79 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

D. Consider Approving the renewal of Adobe Product licenses from SHI GS through Department of Information Resources (DIR), Contract No. DIR-CPO-5237, in the amount of $50,502.89 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

E. Consider Authorizing the City Manager to Enter Into Amendment Number One (1) to the Agreement Between the City of Edinburg and Millennium Engineers Group, Inc. for Professional Engineering Services to Increase the Contract Amount by $36,520.84 for the Phase 1 Upgrades to the Existing Wastewater Treatment Plant Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

F. Consider Authorizing the City Manager to Enter Into Amendment Number One (1) to the Agreement Between the City of Edinburg and RABA Kistner, Inc., for Construction Material Testing Services to Reduce the Contract Amount by $21,034.07 for the North 281 Elevated Water Storage Tank Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

G. Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: December 03, 2024, and 2025 Regular Meetings: January 07, 2025, January 21, April 15, 2025, May 21, 2025, June 03, 2025, June 17, 2025, and July 15, 2025. [Clarice Y. Balderas, City Secretary]

12. OTHER BUSINESS

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

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

C. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.). 1. Road Improvement Project. 2. Jalpa Oaks

D. Discussion and Possible Action Regarding Economic Development Agreement - EDC. (§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.

14. 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 August 15, 2025 at 6:15 p.m.

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

Disability Access Statement

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
10th Anniversary of the University of Texas Rio Grande Valley

1. **Agenda Item:**
Presentation of Proclamation Recognizing the 10th Anniversary of the University of Texas Rio Grande Valley (UTRGV), as Requested by the UTRGV Office of Governmental Relations. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The University of Texas Rio Grande Valley (UTRGV) is celebrating its 10th anniversary. The university is known for its broad range of academic programs, affordable tuition, and supportive campus environment.

This exemplary institution made historic strides in medical education when it opened the only school of medicine in South Texas in 2016, and it has since expanded quality healthcare services in the region with 25 clinical care sites throughout the Rio Grande Valley. The University of Texas Rio Grande Valley has earned national acclaim for its commitment to value, social mobility, and economic impact and has been ranked the number one university in Texas in 2023 and 2024 by Washington Monthly magazine and the number one best public university in Texas for value and social mobility by The Wall Street Journal. The school has further gained recognition as a community-engaged university by the Carnegie Foundation.

The Edinburg City Council would like to recognize The University of Texas Rio Grande Valley for a decade of success.

3. **Staff's Recommendation:**
Present a Proclamation Recognizing the 10th Anniversary of the University of Texas Rio Grande Valley.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Proclamation: UTRGV 10TH ANNIVERSARY

PROCLAMATION



THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY'S 10TH ANNIVERSARY

WHEREAS, the University of Texas Rio Grande Valley (UTRGV) is celebrating its 10th anniversary in August 2025; and,

WHEREAS, the university is known for its broad range of academic programs, affordable tuition, and supportive campus environment. The University of Texas Rio Grande Valley is an award-winning institution that has conveyed more than 60,000 degrees since opening its doors in 2015; and,

WHEREAS, Significant accomplishments during the university 's first decade of operation include adding 42 new bachelors, masters, doctoral, and professional degree programs and an increase in research expenditures of nearly 600 percent. Ongoing student success is reflected in the university's record-breaking enrollment, retention, and graduation rates; and,

WHEREAS, this exemplary institution made historic strides in medical education when it opened the only school of medicine in South Texas in 2016, and it has since expanded quality health care services in the region with 25 clinical care sites throughout the Rio Grande Valley; and,

WHEREAS, the University of Texas Rio Grande Valley opened the state's first School of Podiatric Medicine in 2022 and will further expand student opportunities with the opening of the region's first comprehensive academic cancer and surgery center in 2025 and the state 's second School of Optometry in 2027; and,

WHEREAS, in 2021, the university's Student Government Association executed a student referendum that would enhance campus life by adding a Division I Football Championship Subdivision team and other programs. In the fall of 2025, the football team will kick off its inaugural season and establish the first Division I college football program at the university and in the region; and,

WHEREAS, The University of Texas Rio Grande Valley has earned national acclaim for its commitment to value, social mobility, and economic impact and has been ranked the number one university in Texas in 2023 and 2024 by Washington Monthly magazine and the number one best public university in Texas for value and social mobility by The Wall Street Journal; the school has further gained recognition as a community engaged university by the Carnegie Foundation; and,

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

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY'S 10TH ANNIVERSARY

and extend to its leaders, faculty, and staff congratulations on a decade of success and best wishes for the future.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 19th day of August, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Jason Saenz

1. **Agenda Item:**
Presentation of Proclamation Recognizing Jason Saenz, Texas Amateur Athletic Federation (TAAF) State Champion. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Jason Saenz is a remarkable and determined young student who continues to make waves both academically and athletically. On August 1, 2025, during the State Track Meet preliminaries with a time of 11.82 seconds in the 100-meter dash he broke a state record that was established in 1991.

Jason earned a gold medal in the 100-meter dash and a silver medal in the 200-meter dash in the 12U division state track meet held in College Station on August 3, 2025.

The Edinburg City Council recognizes and celebrates Jason's determination and achievements.

3. **Staff's Recommendation:**
Present Proclamation Recognizing Jason Saenz, Texas Amateur Athletic Federation (TAAF) State Champion.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Proclamation: Jason Saenz

PROCLAMATION



JASON SAENZ

WHEREAS, on June 2, 2013, Jason Saenz was born in McAllen, Texas to Anakaren Garza and Jerry Saenz; and,

WHEREAS, at an early age, Jason showed a strong interest in sports. At just five years old, he began playing various athletic activities, quickly developing a deep love for competition and physical excellence; and,

WHEREAS, he has played football, basketball, and baseball for the City of Edinburg. Additionally, Jason has been a part of The Valley Track Club, in which he represented the Rio Grande Valley at the Texas Amateur Athletic Federation Summer Games 2025; and,

WHEREAS, on August 1, 2025, during the State Track Meet preliminaries with a time of 11.82 seconds in the 100-meter dash he broke a state record that was established in 1991; and,

WHEREAS, one of Jason's most outstanding achievements was winning the state track meet held in College Station on August 3, 2025. Jason earned a gold medal in the 100-meter dash and a silver medal in the 200-meter dash in the 12U division; and,

WHEREAS, his victory not only reflected his speed and strength on the track but also symbolized years of hard work. Jason was also a part of the Edinburg Parks and Recreation 11/12u baseball team that won the division championship in 2025; and,

WHEREAS, Jason is a remarkable and determined young student who continues to make waves both academically and athletically. Currently a proud student at B.L. Garza Middle School, Jason exemplifies the qualities of dedication, perseverance, and leadership; and,

WHEREAS, a member on the Student Council at B.L. Garza Middle School, he is deeply committed to being a role model among his peers. Whether encouraging his classmates to push through tough challenges or setting an example through his actions, Jason hopes to inspire others to believe in their potential and strive for greatness; and,

WHEREAS, the Edinburg City Council recognizes and celebrates Jason's determination and achievements and wishes him success in his future endeavors.

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

JASON SAENZ

a talented student-athlete for his achievements and phenomenal performance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 19th day of August, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.C.
Employee of the Month Award

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

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 July 2025.

The recipient for the month of July 2025 is Norma Guerra, Deputy Court Clerk of the Municipal Court.

Ms. Guerra has been employed by the city since 2023. Ms. Guerra is a dedicated professional who delivers exceptional work with a positive attitude, fosters teamwork, and goes above and beyond to provide outstanding service and improve departmental efficiency.

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

3. **Staff's Recommendation:**
Present the recipient of the Employee of the Month Award for the Month of July 2025

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Erica Balli, Director of Human Resources

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
PUBLIC HEARINGS
Agenda Item No: 7.A.
Rezoning Request - Maria Beatriz Gonzalez and Jorge Segovia.

1. **Agenda Item:**
Hold Public Hearing and Consider the Comprehensive Plan Amendment from General Commercial Uses to Suburban Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Suburban (RS) District, a 0.98-acre Tract of Land Out of Lot 7, Section 280, Texas Mexican Railway Company Subdivision, Hidalgo County, Texas, Located at 124 Cuco Lane, as Requested by Maria Beatriz Gonzalez and Jorge Segovia. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the east side of Cuco Lane, approximately 260 feet north of West State Highway 107. The property is currently zoned 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. This property has a lot width of 208.60 feet and a lot depth of 205.00 feet for a total lot area of 42,763 square feet (0.98 acres). The requested zoning designation is the Residential, Suburban (RS) District, which is the low-density single-family residential district, intended to permit a wide range of single-family uses on larger lots. There is an existing manufactured home at this location. The applicant is proposing to remove the existing manufactured home and build a new home at this location in the future.

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

Staff mailed a notice of the public hearing to 15 neighboring property owners on Friday, July 11, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on July 30, 2025.

On July 18, 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 July 24, 2025, the Planning & Zoning Commission recommended with a vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Suburban Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Suburban (RS) District based on existing land uses and the character of the area. Additionally, Cuco Lane is very narrow and would be better suited for single-family development. 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 – 07/24/25
CITY COUNCIL – 08/19/25
DATE PREPARED – 07/11/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from General Commercial Uses to Suburban Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Suburban (RS) District

APPLICANT: Maria Beatriz Gonzalez and Jorge Segovia

AGENT: Not applicable

LEGAL: A 0.98-acre tract of land out of Lot 7, Section 280, Texas-Mexican Railway Company Subdivision, Hidalgo County, Texas

LOCATION: 124 Cuco Lane

LOT/TRACT SIZE: 0.98-acres

CURRENT USE: Single-family residential

PROPOSED USE: Single-family residential

EXISTING ZONING: Commercial, General (CG) 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 Sharyland Water Supply Corporation Water

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

REZONING REQUEST
MARIA BEATRIZ GONZALEZ AND JORGE SEGOVIA

EVALUATION

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

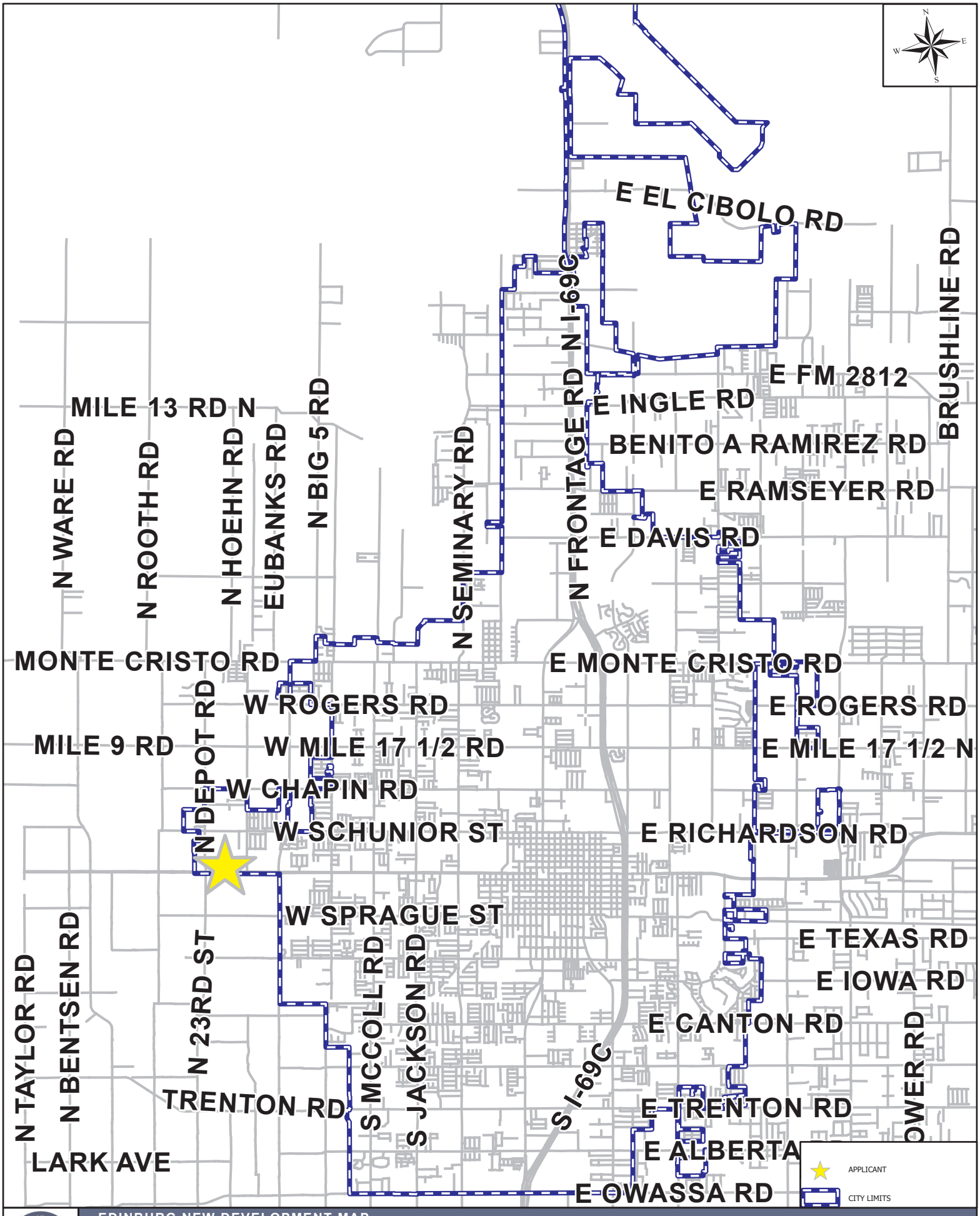
1. There is an existing manufactured home at this location.

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

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

Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Suburban Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Suburban (RS) District based on existing land uses and the character of the area. Additionally, Cuco Lane is very narrow and would be better suited for single-family development. 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 15 neighboring property owners on Friday, July 11, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on July 30, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

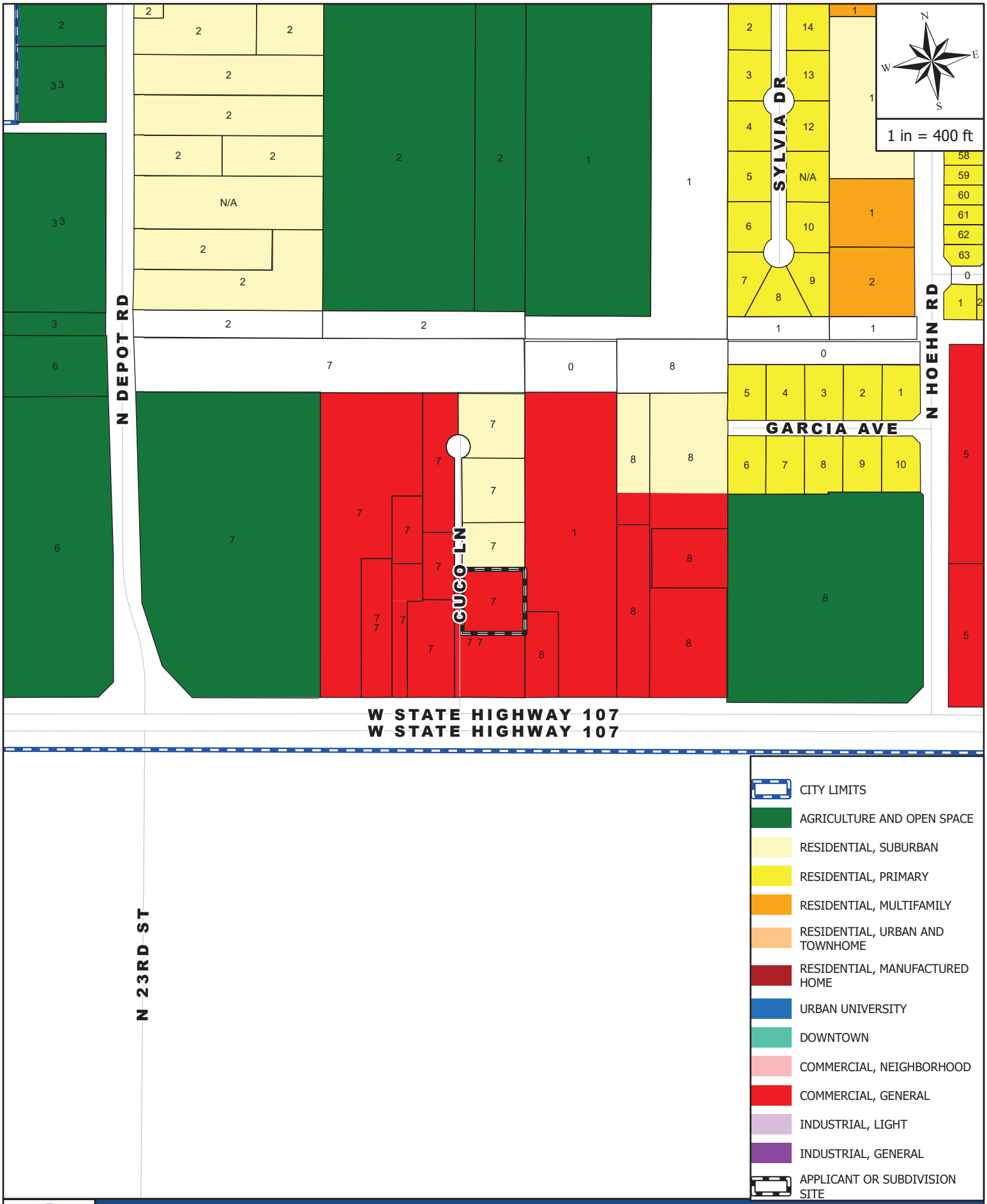
RZNE-2025-0285 124 CUCO LN



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

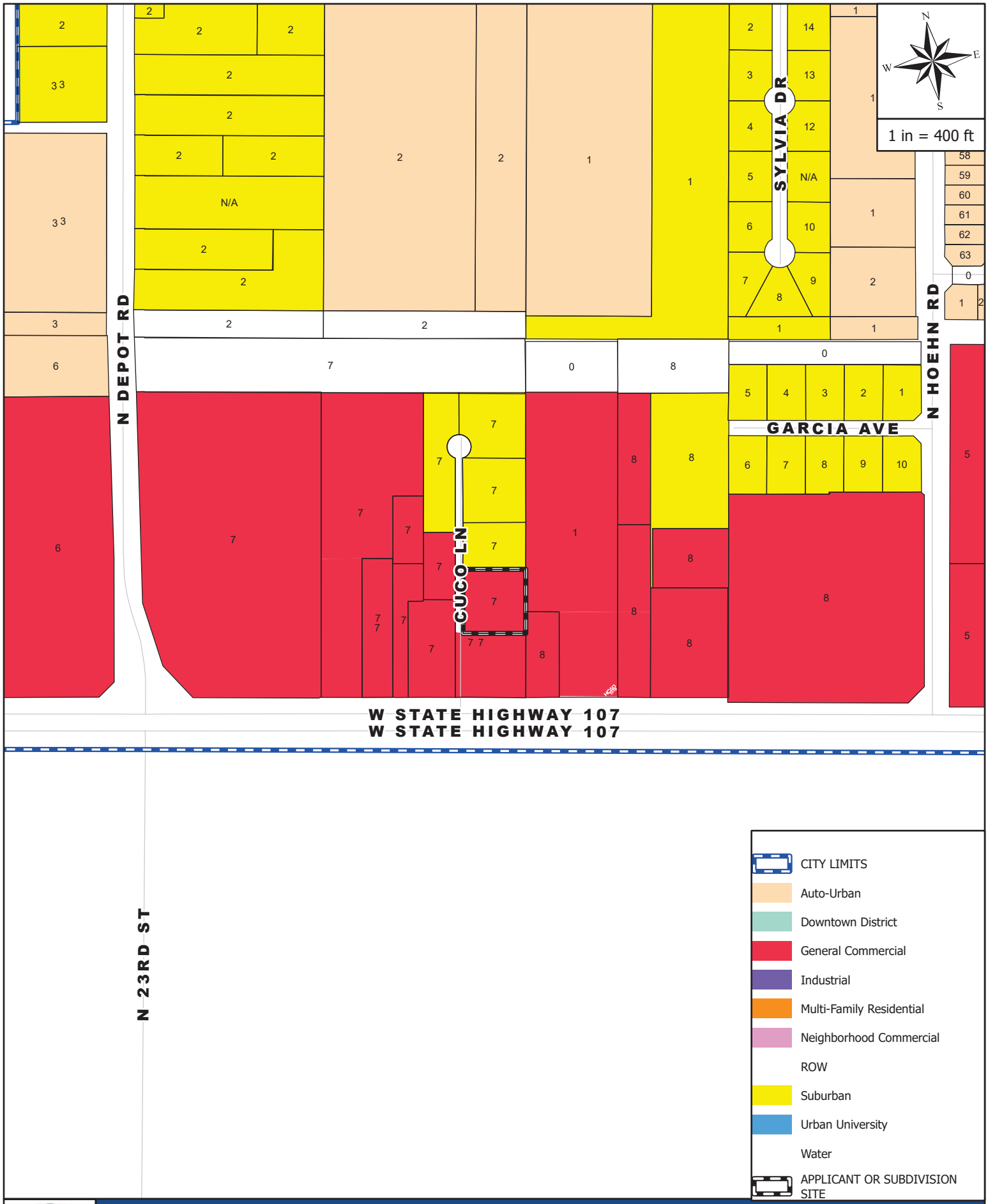
RZNE-2025-0285 124 CUCO LN



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

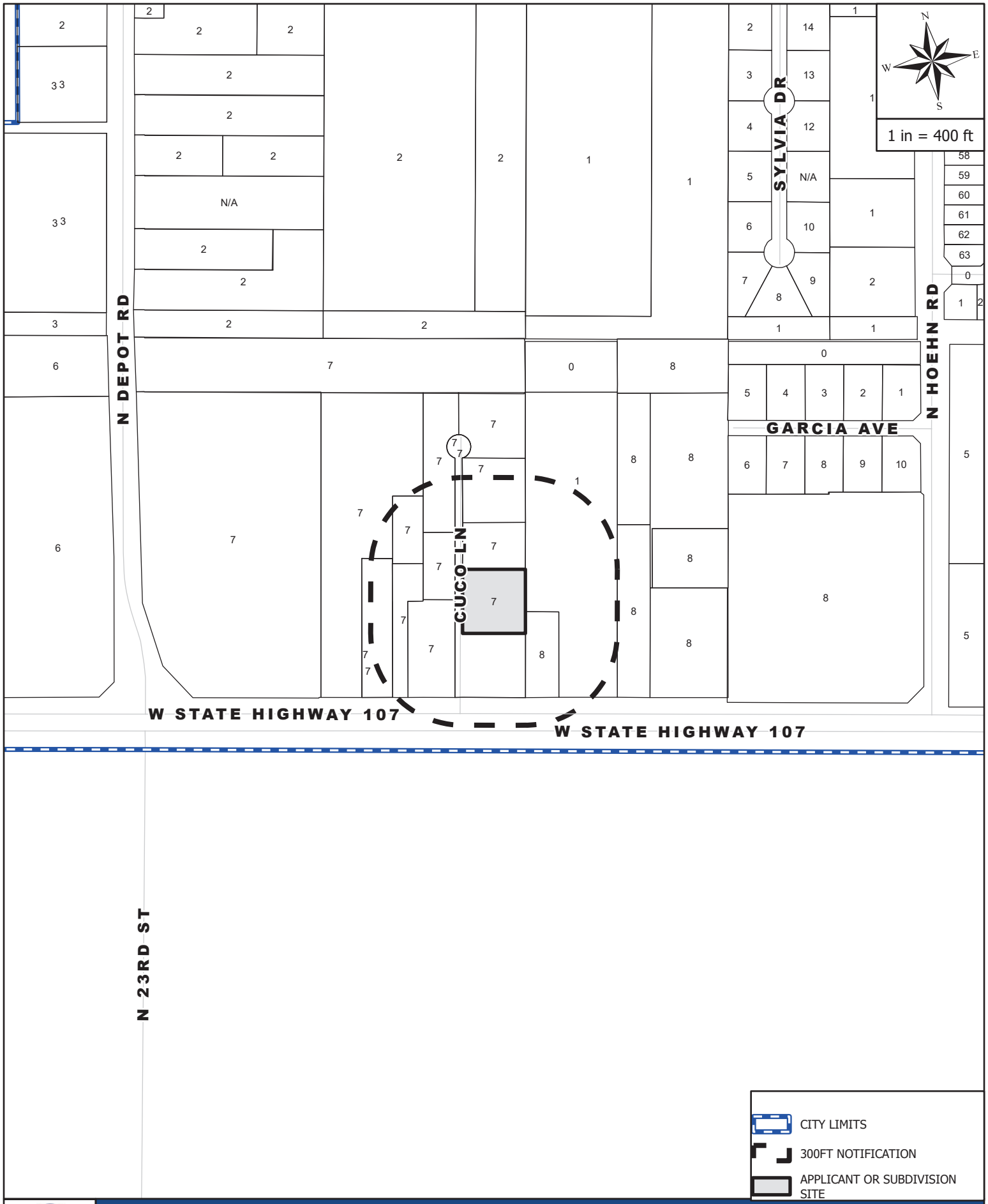
RZNE-2025-0285 124 CUCO LN



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0285 124 CUCO LN



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

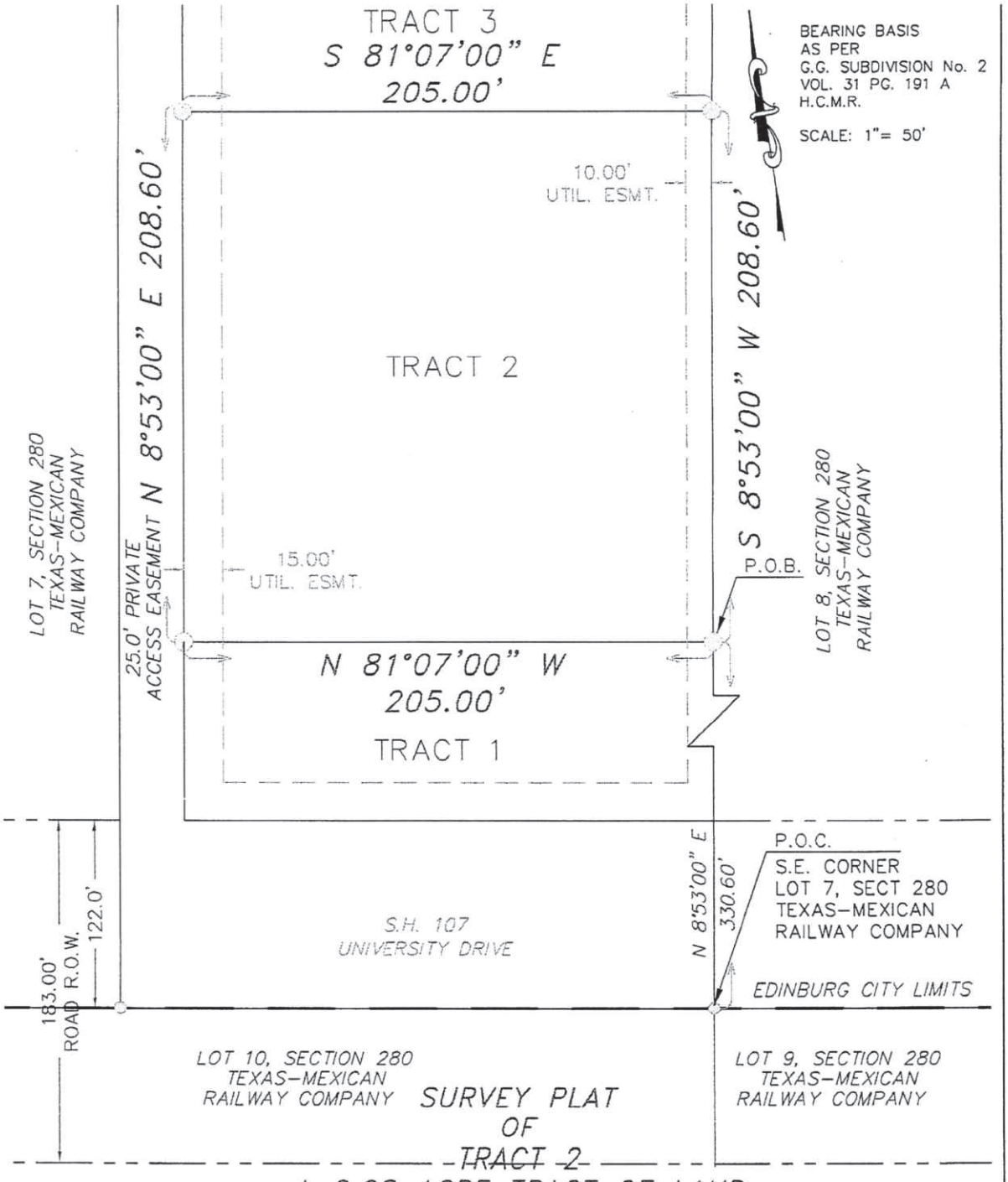
RZNE-2025-0285 124 CUCO LN

Rezoning Request Site Photo

Maria Beatriz Gonzalez and Jorge Segovia

124 Cucco Lane





SURVEY PLAT OF TRACT 2

A 0.98 ACRE TRACT OF LAND OUT OF LOT 7, SECTION 280 TEXAS-MEXICAN RAILWAY COMPANY HIDALGO COUNTY, TEXAS

LEGEND

● FND No. 4 REBAR

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF MINIMAL FLOODING. IN ACCORDANCE WITH F.E.M.A.- F.I.R.M. COMMUNITY-PANEL NO. 480338 0015 E MAP EFFECTIVE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS.

ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN IS INVALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF HOMERO L. GUTIERREZ, R.P.L.S ALTERATION OF THIS DOCUMENT, EXCEPT BY A LICENSED LAND SURVEYOR IS ILLEGAL. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE RESEARCH

I, HOMERO L. GUTIERREZ, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STATE OF TEXAS
REGISTERED
HOMERO L. GUTIERREZ
2791
PROFESSIONAL
LAND SURVEYOR

Homero L. Gutierrez, RPLS

HOMERO L. GUTIERREZ – R.P.L.S. No. 2791
DATE: 9/28/2005

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2025-0285

Date: 6-12-2025

1. Property Owner (required): Maria Beatriz Gonzalez + Husband Jorge Segovia 2. Phone: 956-342-1008
3. Mailing Address: 124 Cusco Lane
4. City: Edinburg State: TX Zip: 78539
5. Owner's Email: JRGSE909@Hotmail.com 6. Cell No. 956-342-1008
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: _____
13. Legal Description of Property: 14. Property ID(s): 722831
15. Zone Change: From: Commercial To: Residential Suburban
16. Existing Land Use: Residential
17. Reason for Zone Change: Home on Residential use

Jorge Segovia & Maria Beatriz Gonzalez (Please Print Name)

Maria B Gonzalez / Jorge Segovia Signature

OFFICE USE ONLY

REVIEWED BY ~~TO~~ DATE RECEIVED JUNE 13, 2025

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

OWNER NOTIFICATION LIST REPORT

PID:297688 GONZALEZ BONIFACIA S
RR 13 BOX 130
EDINBURG, TX 78541

PID:713559 FLORES MARIO A & RUBEN RIVERA JR
214 CUCO LANE
EDINBURG, TX 78539-0310

PID:715630 ABRAHAM JOHN P & MERCY K
1501 NORTHGATE LN
MCALLEN, TX 78504-9594

PID:297684 R GONZALEZ INVESTMENTS LLC
5401 W STATE HWY 107
EDINBURG, TX 78539-9751

PID:297685 CANTU MA MAGDALENA & ROSENDO
5409 W STATE HIGHWAY 107
EDINBURG, TX 78539-9751

PID:297681 ABRAHAM JOHN P & MERCY K
1501 NORTHGATE LN
MCALLEN, TX 78504-9594

PID:555503 CANTU MA MAGDALENA
5409 W STATE HIGHWAY 107
EDINBURG, TX 78539-9751

PID:1015129 SERENA ANTONIO F
3808 ULEX AVE
MCALLEN, TX 78504

PID:722831 GONZALEZ MARIA B & JORGE SEGOVIA
124 CUCO LANE
EDINBURG, TX 78539-0079

PID:697152 GARZA SALVADOR III
5207 CUCO LN
EDINBURG, TX 78539-9717

PID:297689 ZAMORA ELEAZAR S
127 CUCO LN
EDINBURG, TX 78539-9704

PID:297683 CCTA INVESTMENTS LLC CCC SERVICES
7017 N 10TH ST N2 PMB 323
MCALLEN, TX 78504-3288

PID:297693 ABRAHAM JOHN P
1501 NORTHGATE LN
MCALLEN, TX 78504-9594

PID:297687 GONZALEZ MARIA B & ELEAZAR ZAMORA JR
124 CUCO LANE
EDINBURG, TX 78539-0079

PID:297700 TREVINO PATRICIA
PO BOX 4156
MISSION, TX 78573-0070

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, SUBURBAN (RS) DISTRICT, BEING A 0.98-ACRE TRACT OF LAND OUT OF LOT 7, SECTION 280, TEXAS-MEXICAN RAILWAY COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AT 124 CUCO LANE, 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 Commercial, General (CG) District to Residential, Suburban (RS) 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 0.98-acre tract of land out of Lot 7, Section 280, Texas-Mexican Railway Company Subdivision, Hidalgo County, Texas, from Commercial, General (CG) District to Residential, Suburban (RS) 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 July 24, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on August 19, 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 Commercial, General (CG) District to Residential, Suburban (RS) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and added to the Residential, Suburban (RS) 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 19th day of August 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF BEING A 0.98-ACRE TRACT OF LAND OUT OF LOT 7, SECTION 280, TEXAS-MEXICAN RAILWAY COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE AMENDED MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 23, MAP RECORDS, HIDALGO COUNTY TEXAS, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR SUBURBAN 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 General Commercial Uses to Suburban Residential Uses and,

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

WHEREAS, such development is not detrimental to the Suburban Residentail 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 Suburban Residential Uses. The conditions that exist are:

(1) Population growth requiring more Suburban Residential Uses;
(2) Expansion and development of Multi- Suburban 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 19th day of August, 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: August 19, 2025
PUBLIC HEARINGS
Agenda Item No: 7.B.
Public Hearing / Sign Variance Request - A1-Skylite Signs, LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider Variance Request to the City of Edinburg Unified Development Code Article 5, Section 5.207, Easements, (F.) Encroachments and Removal of Encroachments, for a Sign to Encroach Into a 60 Foot Access and Utility Easement, All of Lot 19, Block 1, The Boardwalk, Located at 2107 South McColl Road, as Requested by A1-Skylite Signs, LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The applicant is requesting a variance to the Unified Development Code Article 5, Section 5.207 as it applies to Permanent Signs located within Utility Easements. The sign in question is for the advertisement for Greater State Bank. The property is located at the northwest corner of South McColl Road and Regency Drive. The property has approximately 188.59 feet of frontage along South McColl Road with a lot depth of 206.43 to its deepest point for a total lot area of 43,894 square feet. This property is currently zoned Commercial, General (CG) District and there is currently freestanding signs along South McColl Road. Adjacent zoning is Commercial, General (CG) District in all directions. Surrounding land consists of commercial business.

Staff received a Sign Variance Application for the subject property on May 28, 2025. The applicant is proposing a freestanding sign located 10 feet inside of a 60 foot access and utility easement. An 811 dig test report has been provided for the boards consideration.

Staff mailed a notice of the public hearing to 54 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 August 14, 2025, the Planning and Zoning Commission recommended with a vote of 6-0 to approve the Variance Request with the condition the sign be located 10 feet from the edge of the existing 24-inch water line located along McColl Road.

3. **Staff's Recommendation:**
Staff recommends approval 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:
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

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 5, Section 5.207, Easements, (F.) Encroachments and Removal of Encroachments, for a Sign to Encroach Into a 60 Foot Access and Utility Easement.

APPLICANT: Greater State Bank

AGENT: A1-Skylite Signs, LLC.

LEGAL: Lot 19, Block 1, The Boardwalk

LOCATION: 2107 South McColl Road

LOT/TRACT SIZE: 43,894 square feet

CURRENT USE: Vacant

PROPOSED USE: Proposed Bank

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 approval of the Variance Request to the City Edinburg Unified Development Code Article 5, Section 5.207, Easements, (F.) Encroachments and Removal of Encroachments.

VARIANCE REQUEST
A1-SKYLITE SIGNS, LLC

EVALUATION

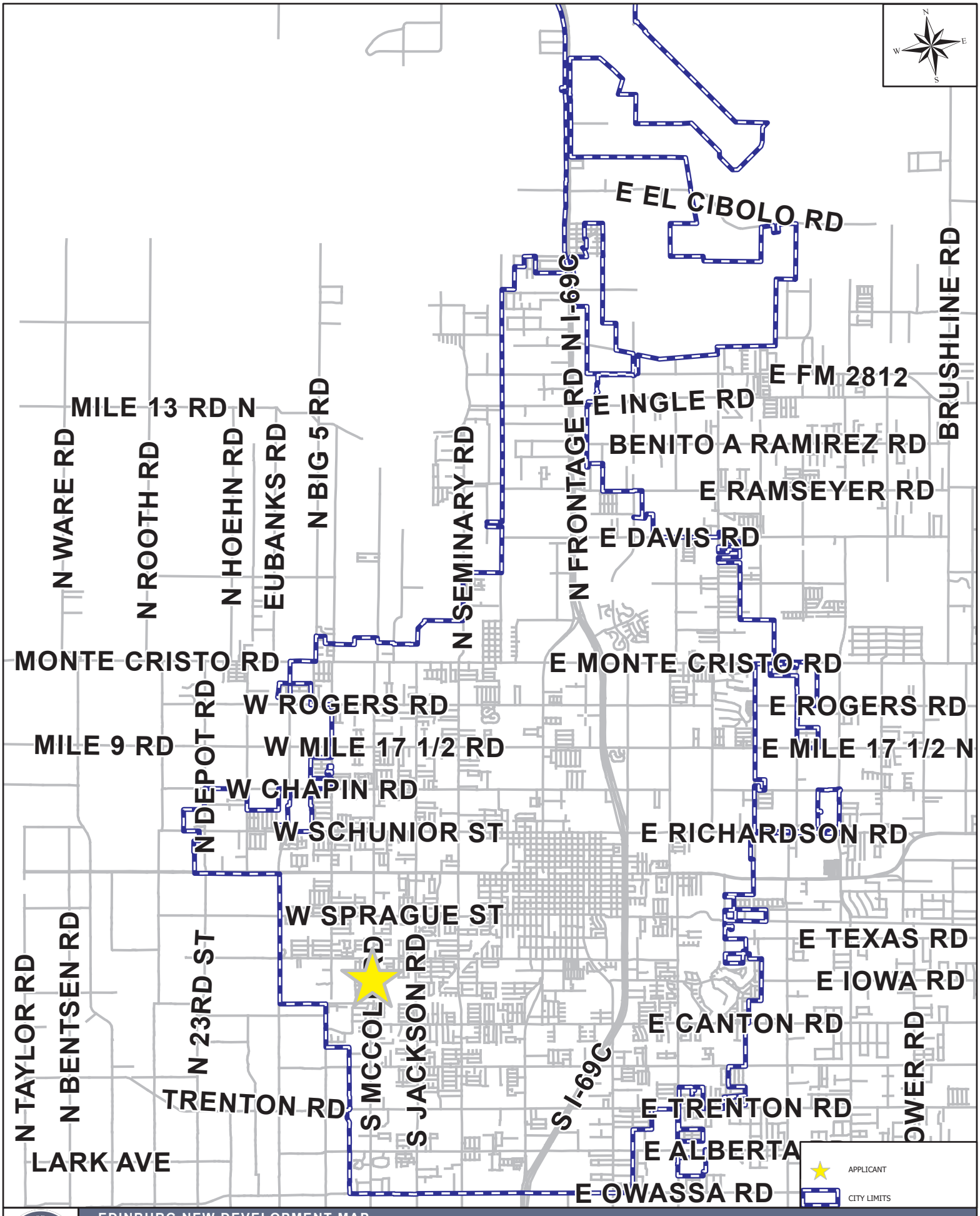
The following is staff's evaluation of the request.

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

2. The proposed sign is to be placed 10 feet into a 60 foot access and utility easement.

Staff recommends approval 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.

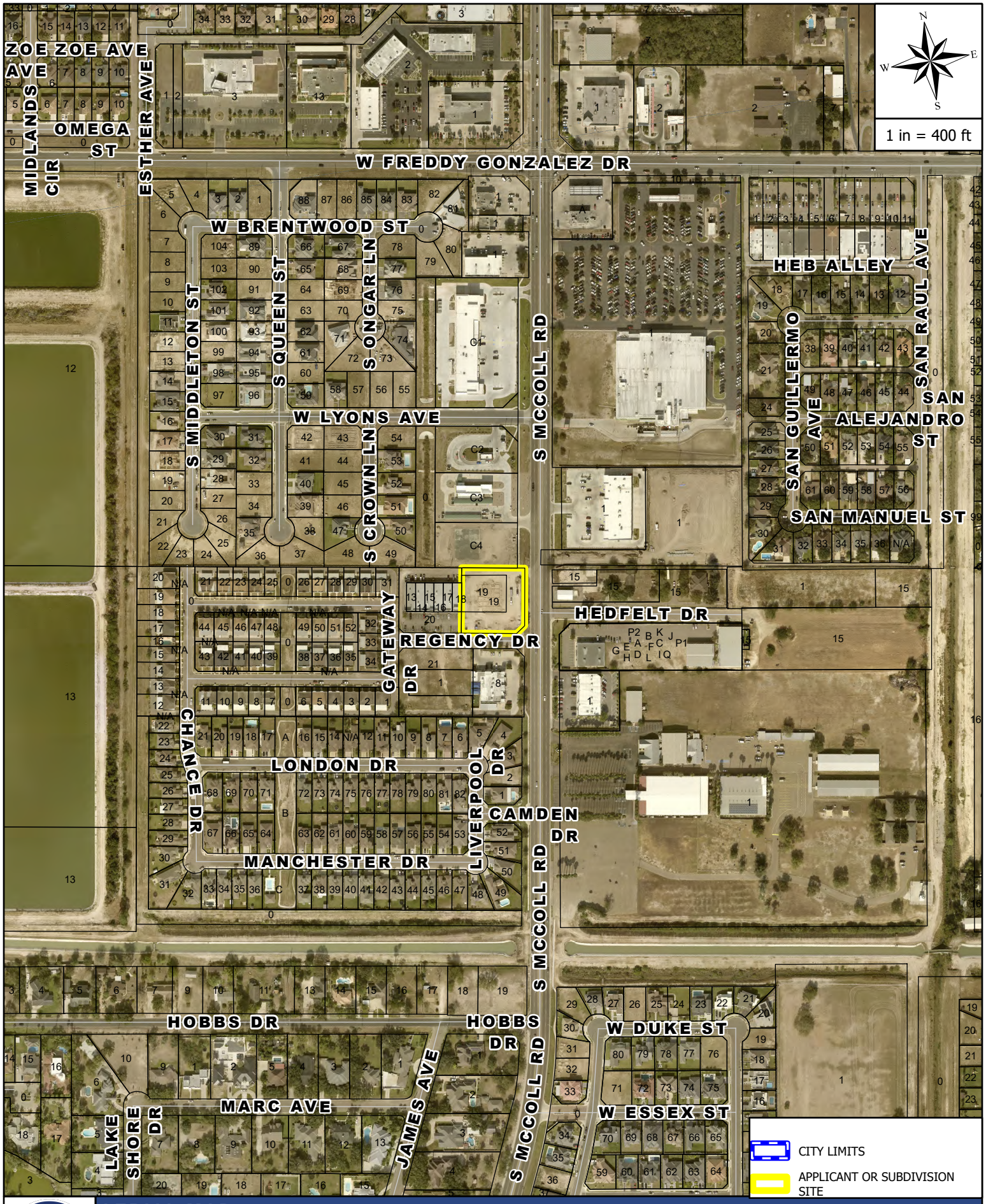
Staff mailed a notice of the public hearing to 54 neighboring property owners on Friday, June 13, 2025 and no comments in favor or against this request at the time this report was created. Notice of this public hearing was published in the newspaper on June 25, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

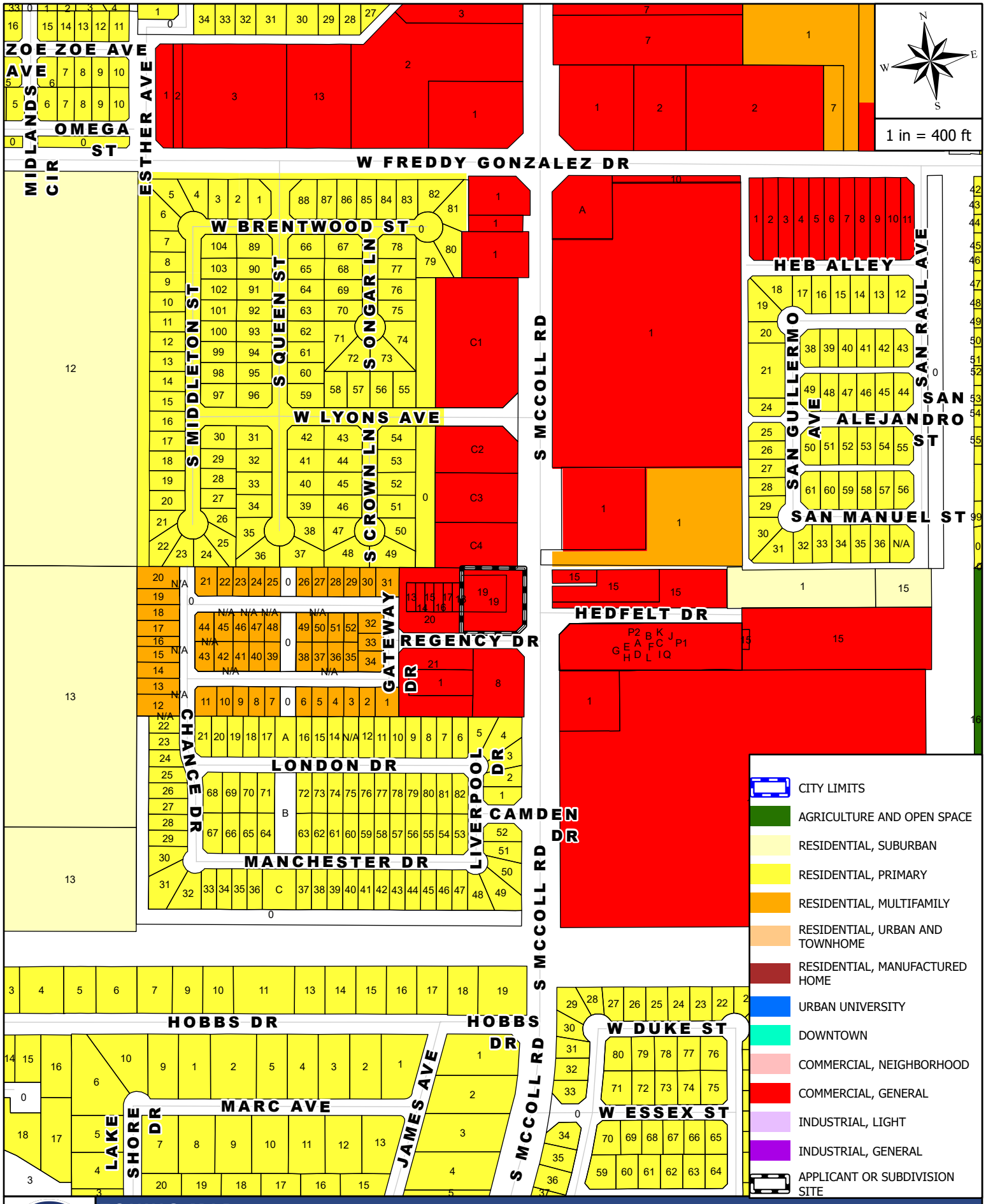
VAR-2025-0290 2107 S MCCOLL RD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

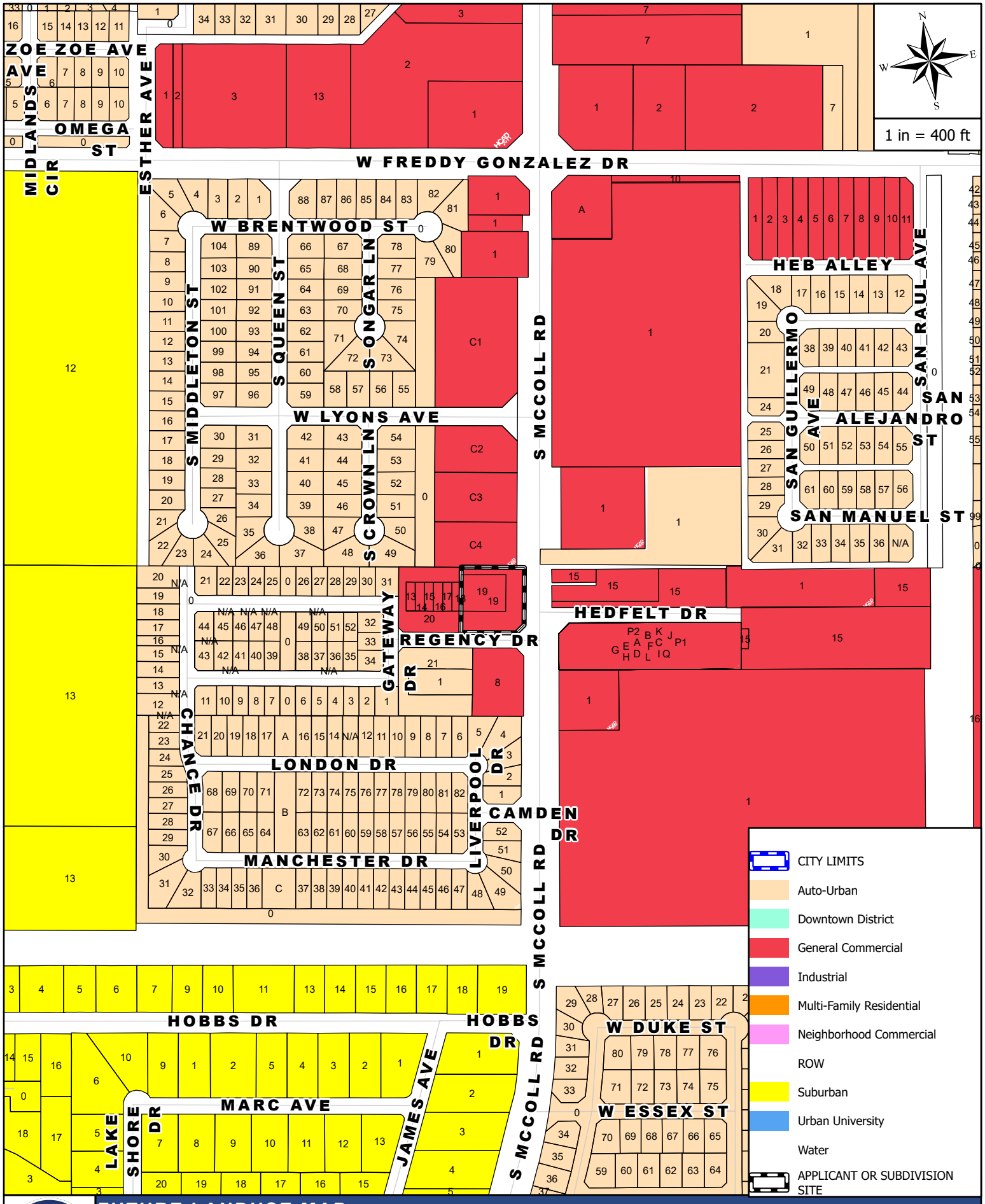
VAR-2025-0290 2107 S MCCOLL RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

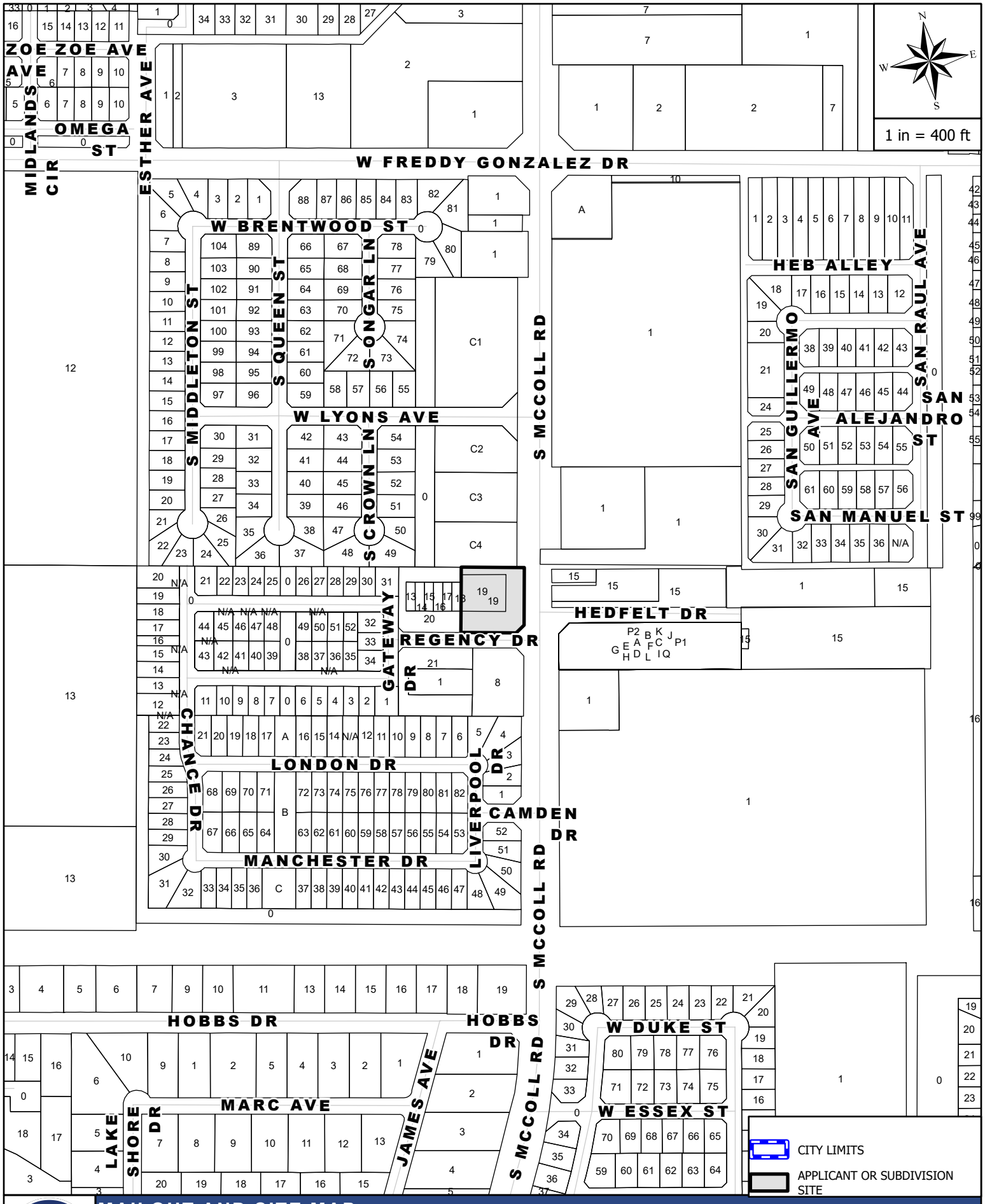
VAR-2025-0290 2107 S MCCOLL RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0290 2107 S MCCOLL RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0290 2107 S MCCOLL RD

Rezoning Request Site Photo

A1 Skylite Signs, LLC

2107 S McColl Rd



SUBDIVISION PLAT OF THE
THE BOARDWALK

BEING 14.80 ACRES GROSS OUT OF LOT 14, SECTION 275, TEXAS MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEROF RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE 'BOARDWALK SUBDIVISION' TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY GRANT AN EASEMENT TO SAID CITY AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF STREETS RESTRICTED TO THE EMPLOYEES OF UTILITES UNDER FRANCHISE TO THE CITY AND RESIDENTS OF THE SUBDIVISION & THEIR GUESTS.

Jaime A. Rodriguez
OWNER: JAR GROUP DEVELOPMENT, LP
3907 SOUTH SUGAR ROAD
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JAIME A. RODRIGUEZ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES 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 16th DAY OF January, 2006

BLANCA PALOMO
MY COMMISSION EXPIRES
May 22, 2009

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES 5-22-2009

APPROVAL BY THE CITY OF EDINBURG PLANNING COMMISSION:
I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION 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 GIVEN UNDER MY HAND OF OFFICE,
DATED THIS 12 DAY OF APRIL 2006

CHAIRPERSON, CITY OF EDINBURG PLANNING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, P.E., A LICENSED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE TEXAS, LICENSE NUMBER TX. 86862, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS "THE BOARDWALK SUBDIVISION" AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

1-6-06
RENE BARRERA, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 86862

STATE OF TEXAS
RENE BARRERA
86862
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

6-05-06
JOSE MARIO GONZALEZ, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5571
RT. 1, BOX 171-G
EDCOUCH, TEXAS 78538

STATE OF TEXAS
JOSE MARIO
GONZALEZ
5571
PROFESSIONAL
LAND SURVEYOR

HIDALGO COUNTY IRRIGATION DISTRICT No. 1

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IRRIGATION DISTRICT No. 1 ON THIS 9th DAY OF February, 2006

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. No. 1 RIGHT OF WAY OR EASEMENTS WITH THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. No. 1.

PRESIDENT SECRETARY

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	J.A.R. GROUP DEVELOPMENT	3907 SOUTH SUGAR ROAD	EDINBURG, TEXAS 78539	956-384-9290	619-233-5141
ENGINEER:	RENE BARRERA, P.E.	2507 CORNERSTONE BLVD.	EDINBURG, TX. 78539	956-624-4985	956-618-3840
SURVEYOR:	JOSE MARIO GONZALEZ,RPLS	RT. 1 BOX 171-G	EDCOUCH, TEXAS 78538	956-369-2488	956-262-6861

GENERAL PLAT NOTES:

1. SETBACK LINES ARE AS FOLLOWS:
   BLOCK 1 (COMMERCIAL USE): REAR - 36.0', SIDE - 0', FRONT - 60.0', CORNER SIDE - 10.0', OR EASEMENT, WHICHEVER IS GREATER.
   BLOCK 2 (MULTI-FAMILY USE): REAR - 25.0', SIDE - 0', FRONT - 20.0', CORNER SIDE - 10.0', OR EASEMENT, WHICHEVER IS GREATER.
   (OR EASEMENT WIDTHS, WHICHEVER ARE GREATER IN ALL CASES)
2. LANDS CONTAINED WITHIN THIS SUBDIVISION ARE LOCATED IN ZONE "X" - AREAS WITHIN THE LIMITS OF THE 500-YEAR FLOOD PLAIN. COMMUNITY PANEL NO. 480338 0030 E. MAP REVISED MARCH 14, 2001.
3. MINIMUM FINISHED FLOOR ELEVATION FOR ALL NEW RESIDENTIAL CONSTRUCTION SHALL BE SET AT A MINIMUM OF 18 INCHES ABOVE THE TOP OF THE CURB LOCATED IN THE CENTER FRONT OF THE LOT OR BASE FLOOD ELEVATION, WHICHEVER IS GREATER.
4. BENCHMARK ELEVATION IS 99.20; IT IS LOCATED ON TOP OF AN INLET LOCATED IN FRONT OF THE PROPERTY; DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929.
5. UNLESS OTHERWISE SHOWN, ALL LOTS ARE MONUMENTED BY 1/2 INCH DIAMETER BY 18 INCH LONG IRON REBARS.
6. THIS SUBDIVISION SHALL BE REQUIRED TO DETAIN A TOTAL OF 49,637 CUBIC FEET, OR 1.14 ACRE FEET.
7. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY OR IRRIGATION EASEMENTS, OR ON LOT LINES.
8. A 4-FOOT SIDEWALK, 4 FEET BEHIND THE BACK OF CURB, IS REQUIRED ALONG INTERNAL STREETS DURING THE BUILDING STAGE.
9. 50 PERCENT PARKLAND DEDICATION FEE WILL BE DUE AT BUILDING PERMIT STAGE FOR ALL MULTI-FAMILY LOTS.
10. LOTS 22 & 23, BLOCK 1, SHALL BE UTILIZED AS COMMON PARKING, LANDSCAPING, UTILITY EASEMENTS, FIRE LANES AND ARE TO BE MAINTAINED BY A COMMERCIAL ASSOCIATION.
11. A 5-FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG MCCOLL ROAD AT BUILDING PERMIT STAGE.
12. MAINTENANCE OF ALL IMPROVEMENTS, INCLUDING PROPOSED DRAINAGE AREAS ON COMMERCIAL AND MULTI-FAMILY LOTS, IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
13. ALL CONSTRUCITON SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
14. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE FOR COMMERCIAL AREAS.
15. SITE PLAN IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR COMMERCIAL DEVELOPMENTS.
16. ALL STREETS AND RIGHT-OF-WAY EASEMENTS WITHIN THE MULTI-FAMILY SECTION IN THIS SUBDIVISION, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC NOR BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS AS SUCH, ALL STREETS SHALL BE PRIVATE STREETS WITH A GATED ENTRY AND RIGHT OF WAY FOR THE USE OF ONLY THE OWNERS OF LOTS WITHIN THE SUBDIVISION. SAID PRIVATE ROADS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. (THE STREETS SHALL BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, TH U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICAL DUTIES.)

METES AND BOUNDS DESCRIPTION

A 14.80 ACRE TRACT OF LAND OUT OF LOT 14, SECTION 275, TEXAS-MEXICAN COMPANY RAILWAY SURVEY, AS RECORDED IN VOLUME 24, PAGE 168, HIDALGO COUNTY DEED RECORDS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 14, SECTION 275, TEXAS-MEXICAN COMPANY RAILWAY SURVEY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE AND THE POINT OF BEGINNING OF THIS HEREIN TRACT DESCRIBED,

THENCE SOUTH 08°59'00" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 14, SECTION 275, A DISTANCE OF 487.17 FEET TO A NAIL FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

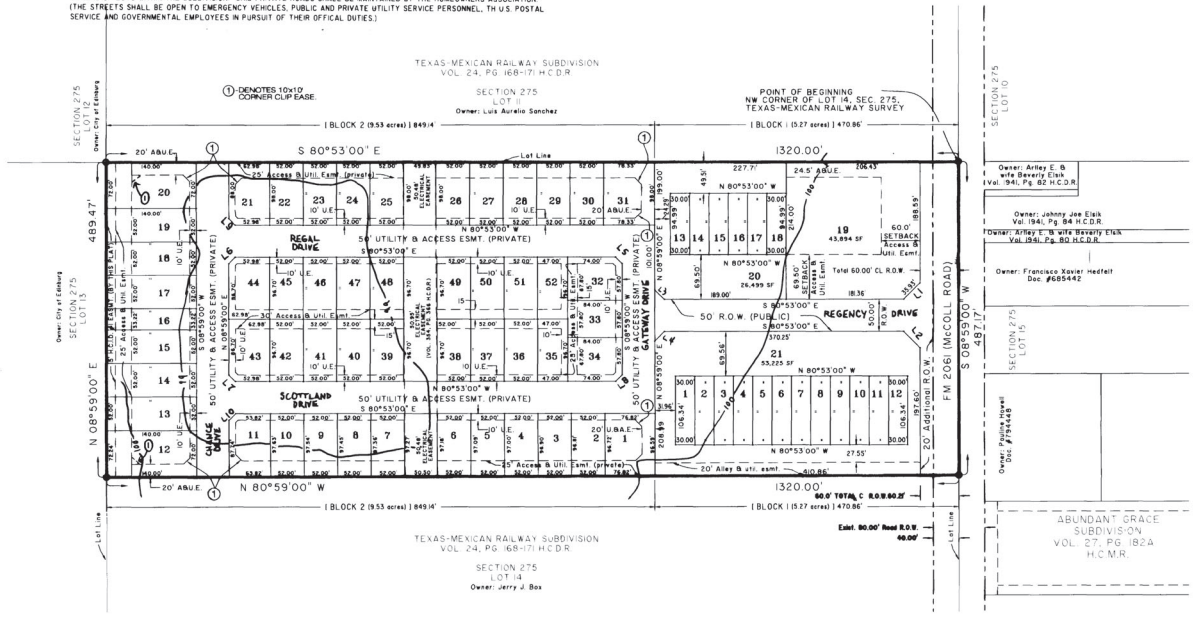
THENCE NORTH 80°59'00" WEST, A DISTANCE OF 40.00 FEET PASS A HALF INCH IRON ROD FOUND FOR THE WEST RIGHT OF WAY OF FM 2061 (MCCOLL ROAD), TO A TOTAL DISTANCE OF 1320.00 FEET TO HALF INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

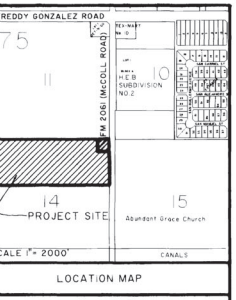
THENCE NORTH 08°59'00" EAST, A DISTANCE OF 489.47 FEET TO A HALF INCH IRON RODS FOUND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE SOUTH 80°53'00" EAST, A DISTANCE OF 1280.00 FEET PASS A HALF INCH IRON ROD FOUND FOR THE WEST RIGHT OF WAY OF FM 2061 (MCCOLL ROAD), A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.80 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES CONTINUED:

17. DESIGNATED LOT USE: BLOCK 1, LOTS 1-19 COMMERCIAL USE, C-1, LOCAL BUSINESS DISTRICT.
    BLOCK 2, LOTS 1-52, DUPLEX RESIDENTIAL USE, R-B1, TWO-FAMILY RESIDENCE.
18. BLOCK 2, LOTS 1-52 SHALL CONFORM TO THE CITY OF EDINBURG I.R.D. (INNOVATIVE RESIDENTIAL DEVELOPMENT USE)





LOCATION MAP

SCALE: 1"= 100'

THE BOARDWALK SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY 1145.5 FEET SOUTH FROM THE INTERSECTION FREDDY GONZALES ROAD & McCOLL ROAD (FM 2061). THIS SUBDIVISION LIES WITHIN THE CITY LIMITS OF EDINBURG, TEXAS.

PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
2507 CORNERSTONE BLVD.
EDINBURG, TEXAS 78539

DATE PREPARED: NOVEMBER 03, 2003
DATE SURVEYED: SEPT. 15, 2003

NUMBER	Direction	Distance
L1	S 54°07'00" W	35.93
L2	S 35°53'00" E	36.31
L3	N 54°03'00" E	21.19'
L4	N 35°57'00" W	21.24'
L5	N 35°57'00" W	14.16'
L6	S 54°03'00" W	14.13'
L7	S 35°57'00" E	14.16'
L8	N 54°03'00" E	14.13'
L9	N 35°57'00" W	14.16
L10	S 54°03'00" W	14.13

IRREGULAR LOT AREA	
LOT	AREA
1	4942.82
2	2530.67
3	2531.87
4	2533.06
5	2501.32
6	2502.49
7	2506.65
8	2505.79
9	2505.98
10	2507.15
11	2508.31
12	2559.04
13	2561.59
14	2547.23
15	2548.42
16	2549.62
17	2550.81
18	2550.06
19	2553.20
20	2554.40
21	2555.60
22	3482.14
23	7121.30
40	3492.71
62	3676.25
67	3676.05
84	3445.63
85	3445.67

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

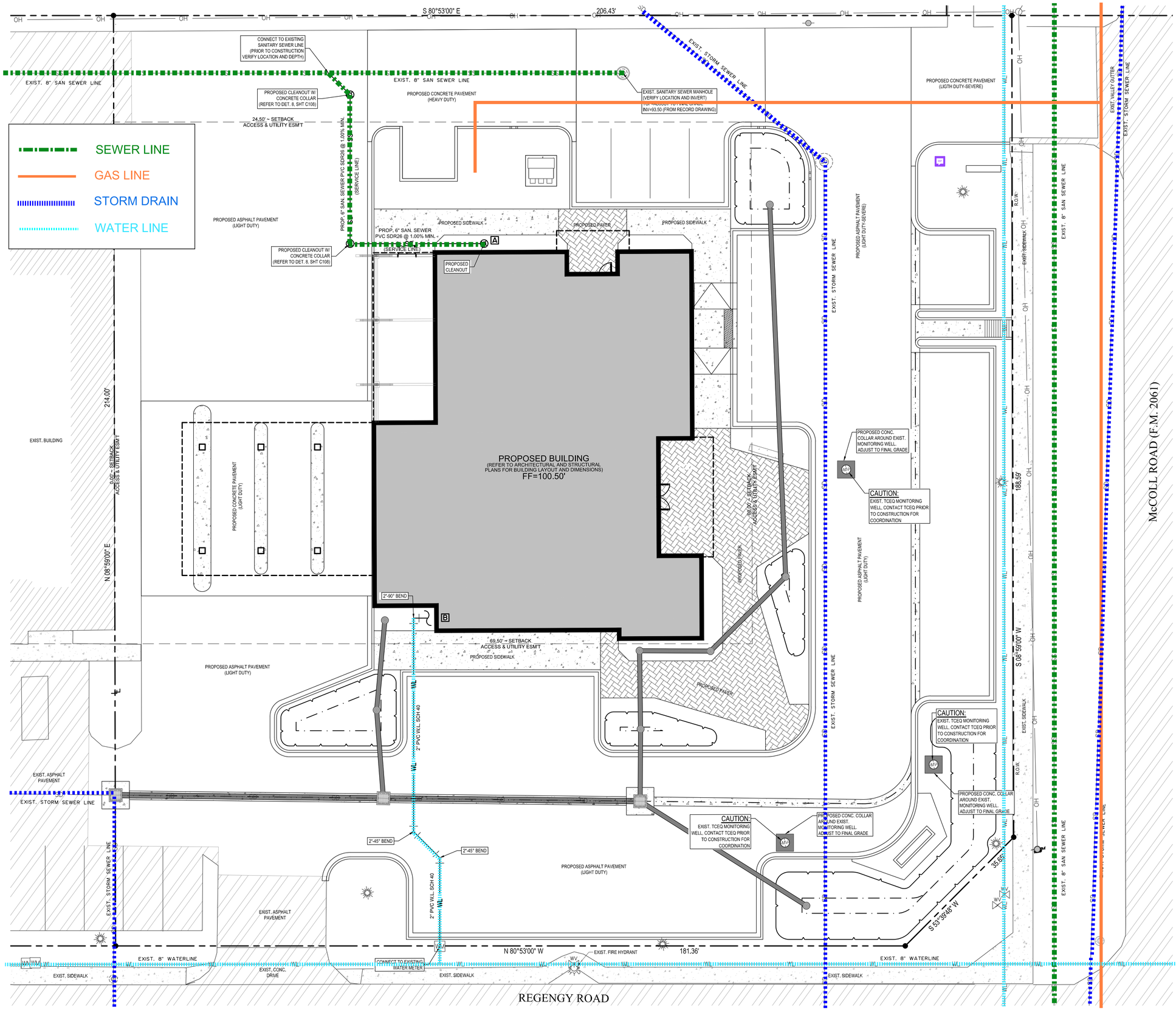
DATE: 2/26/06

FILED FOR RECORD IN HIDALGO COUNTY BY ROBIN TREVINO COUNTY CLERK ON 11/04/2006 3:52:44 PM AS # 1497744
Deputy
Recorded in Volume 51 Page 42 of the map records of Hidalgo County, Texas
Deputy Clerk

NO.	SHEET	REVISION	DATE	APPROVED

BARRERA INFRASTRUCTURE GROUP INC
ENGINEERING
CONSULTING CIVIL ENGINEERS
2507 CORNERSTONE BLVD.
EDINBURG, TEXAS 78539
956-624-4985
956-618-3840 (FAX)

S:\BIG PROJECTS\2003-008 The Boardwalk\Eng\Plat\Plat.dwg



N

Scale 1" = 10'

LEGEND

- = IRON ROD FOUND
- = LIGHT
- = POWER POLE
- = GUY WIRE
- = WATER METER
- = WATER VALVE
- = FIRE HYDRANT
- = SIGN
- = TELEPHONE SIGN
- = TELEPHONE BOX
- = TELEPHONE PEDESTAL
- = TYPE 'A' INLET
- = GRATED INLET
- = STORM MANHOLE
- = SANITARY MANHOLE
- WL = EXIST. WATER LINE
- IRR = EXIST. IRRIGATION LINE
- SD = EXIST. STORM LINE
- SS = EXIST. SANITARY LINE
- TEL = EXIST. TELEPHONE LINE
- FO = EXIST. FIBER OPTIC LINE
- GAS = EXIST. GAS LINE
- = PROP. ASPHALT PAVEMENT (LIGHT DUTY)
- = PROP. ASPHALT PAVEMENT (LIGHT DUTY-SEVERE)
- = PROP. CONC. PAVEMENT (LIGHT DUTY)
- = PROP. CONC. PAVEMENT (LIGHT DUTY-SEVERE)
- = PROP. CONC. SIDEWALK
- = GRADE BREAK
- = ROADWAY HIGH POINT

KEYED NOTES:

[A] SANITARY SEWER SERVICE CONNECTIONS BY MASTER PLUMBER. CONNECT TO BUILDING SANITARY SEWER SERVICE LINE (VERIFY ELEVATION AND LOCATION FROM MEP PLAN). REFER TO SANITARY SEWER SERVICE DETAIL FOR CONNECTION

[B] CONNECT WATERLINE (VERIFY ELEVATION AND LOCATION FROM MEP PLAN)

NOTES:

1. **WHEN CONNECTING TO PROPOSED SERVICE CONNECTIONS TO NEW BUILDING, THE CONTRACTOR SHALL PROVIDE ALL NECESSARY FITTINGS, ADAPTERS, REDUCERS, ETC. TO SUCCESSFULLY MAKE A WATERTIGHT CONNECTION.**
2. **SEE PLUMBING PLANS FOR SERVICE LOCATIONS AND INVERT ELEVATIONS.**
3. **PAVEMENT REPAIR SHALL FOLLOW AS PER CITY OF EDINBURG STANDARDS.**
4. **THE UNDERGROUND WATER SUPPLY LINE FOR THE BUILDING FIRE SPRINKLER SYSTEM MUST BE DESIGNED AND INSTALLED BY A LICENSED CONTRACTOR FOR UNDERGROUND FIRE PROTECTION SYSTEM.**
5. **REFER TO DETAILS FOR CONCRETE THRUST DETAIL FOR ALL BENDS.**
6. **CONTRACTOR SHALL SURVEY SANITARY SEWER INVERT ELEVATIONS AT TIE-IN LOCATIONS AND PROVIDE ELEVATIONS TO THE ENGINEER PRIOR TO CONSTRUCTION. THE ENGINEER TO ADJUST PIPE ELEVATIONS AS NEEDED TO ALLOW A MINIMUM SLOPE OF 0.50% SLOPE. SANITARY SEWER MANHOLES WAS NOT SURVEYED AND EXISTING ELEVATIONS WERE APPROXIMATED FOR DESIGN.**
7. **ALL VALVE BOX AND COVERS SHALL INCLUDE A CONCRETE APRON AS SHOWN ON DETAIL PLANS.**
8. **WATERLINE SHALL BE AS PER CITY OF EDINBURG SPECIFICATIONS.**
9. **REFERENCE GRADING PLAN FOR FINISH GRADE ELEVATIONS.**
10. **REFERENCE ELECTRICAL PLANS FOR LIGHT FIXTURES, TRANSFORMERS LOCATIONS, AND UNDERGROUND CONDUITS ON SITE.**
11. **ALL WATERLINES AND SANITARY SEWER LINES TO BE AT A MINIMUM OF 3 FOOT SEPARATION FROM ELECTRICAL CONDUITS ON SITE.**
12. **ALL GRAVITY UTILITY LINES SUCH AS SANITARY OR STORM SEWER LINES MUST BE INSTALLED FIRST TO AVOID GRADE CONFLICTS WITH OTHER UTILITY LINES.**

FIRE INFRASTRUCTURE NOTES:

FIRE MAIN AND SYSTEM INSTALLATION:

THE DRAWINGS CONTAINED HEREIN REGARDING FIRE LINES AND RELATED APPURTENANCES ARE SHOWN AS A GENERAL GUIDE TO THE REGISTERED FIRE SUPPRESSION, FIRE SPRINKLER SYSTEM AND SERVICE INSTALLATION CONTRACTOR.

ALL WORK RELATED TO THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS, FIRE SUPPRESSION SYSTEMS AND RELATED APPURTENANCES ABOVE AND BELOW GROUND SHALL BE DESIGNED AND INSTALLED BY A REGISTERED FIRE SUPPRESSION CONTRACTOR IN THE STATE OF TEXAS AND MEETING THE LATEST TEXAS INSURANCE CODE CHAPTER 6003 AND OTHER APPLICABLE NATIONAL, STATE AND CITY CODES, RULES AND REGULATIONS AS APPROPRIATE.

ORANGE MADE architecture
910 REDWOOD AVE, STE 10
MCALLEN, TEXAS 78501
OFFICE 956 800 4384
WWW.ORANGE-MADE.COM

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Greater State BANK

PROJECT
GREATER STATE BANK
MCCOLL BRANCH
2107 S MCCOLL RD
EDINBURG, TEXAS 78539

PROJECT NO
RLO22110

ISSUE FOR
CONSTRUCTION

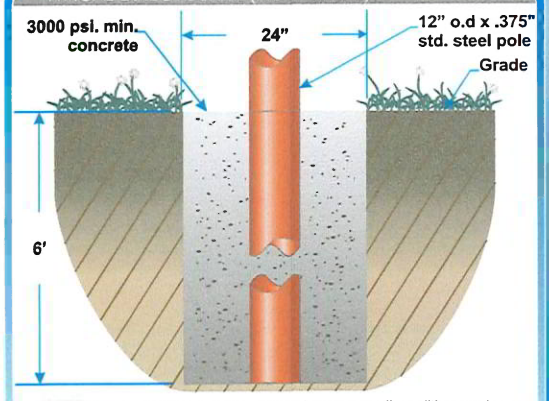
ISSUE DATE
07/16/2024

REVISION	DESCRIPTION	DATE
1	Building Permit	07/31/2024

WATER AND WASTEWATER PLAN
C102

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TYPICAL DIRECT BURIAL (NOT ACTUAL)



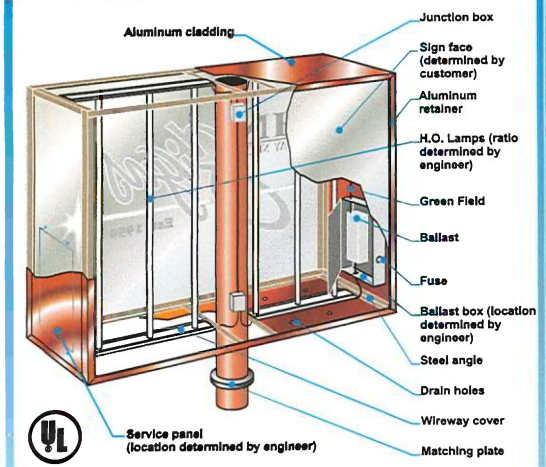
NOTE: Engineering values will vary based on mean soil conditions and may require additional materials and/or labor.

Design wind load: 30 p.s.f. or greater.

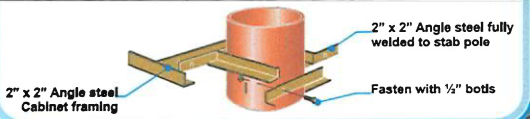
TYPICAL CENTER MOUNT POLE SIGN

Note: Actual # of circuits to be determined by a Professional Electrical Contractor. All signage will be U.L. Listed, U.L. 2161 compliant and carry U.L. lables.

3-DIMENSIONAL CUTAWAY VIEW (Scale: none)



STAB POLE ATTACHMENT DETAIL VIEW (Scale: none)





HiWay Neon Sign Company Since 1950

1301 Mocs Drive Ph. (956) 702-0692
Pharr, Texas Fax. (956) 702-1769

GENERAL INFO

CLIENT:	Greater State Bank
ADDRESS:	2107 S. McColl
CITY / STATE:	Edinburg, TX
ACCOUNT MGR:	Rainer Y. Famador
DESIGNER:	Rainer Y. Famador
DATE:	Apr. 17, 2025
REV. LEVEL	A02
FILE NAME:	GSB00-A02-013125.cdr
SCALE:	1:46.0

SIGN DESCRIPTION:

APPROVAL:

CLIENT

ACCOUNT MANAGER

For quality assurance, both parties please initial any manual changes made to this document.

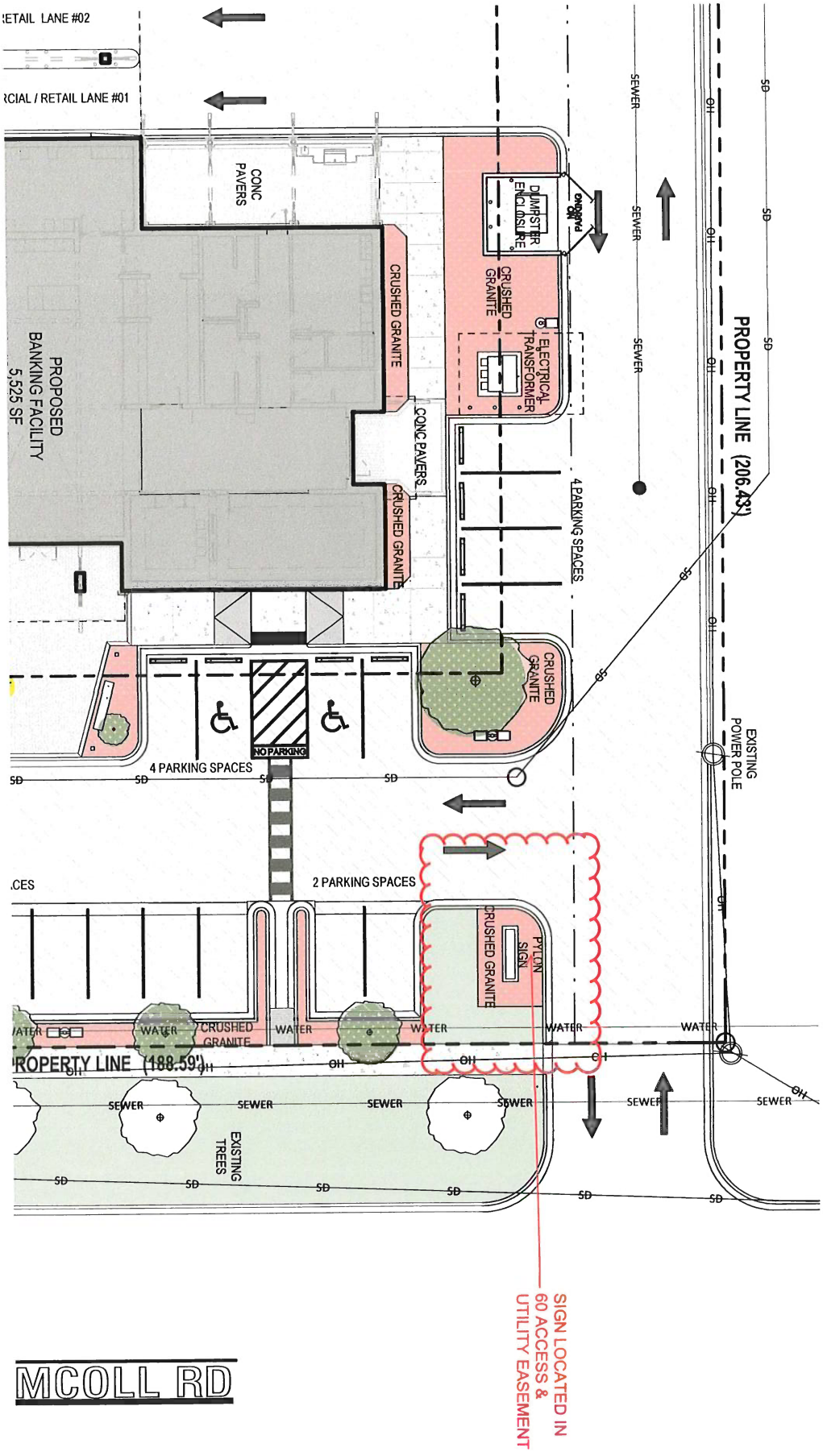
MISCELLANEOUS:

WALL ATTACHMENT NOTE:
Installation details as shown do not always represent Actual wall conditions. The proper attachment method for specific wall materials shall be verified in the field to provide for a safe and secure installation and must meet all local and state code requirements after site inspection.

ELECTRICAL:
All sign(s) components will be manufactured with 120 Volts A/C unless noted otherwise. All primary electrical service to the sign, and final connection thereof is the responsibility of the customer.
All neon installations are required to use UL 2161 transformers and must have a dedicated ground wire from the transformer back to the main circuit. All signs are to meet N.E.C. Standards.

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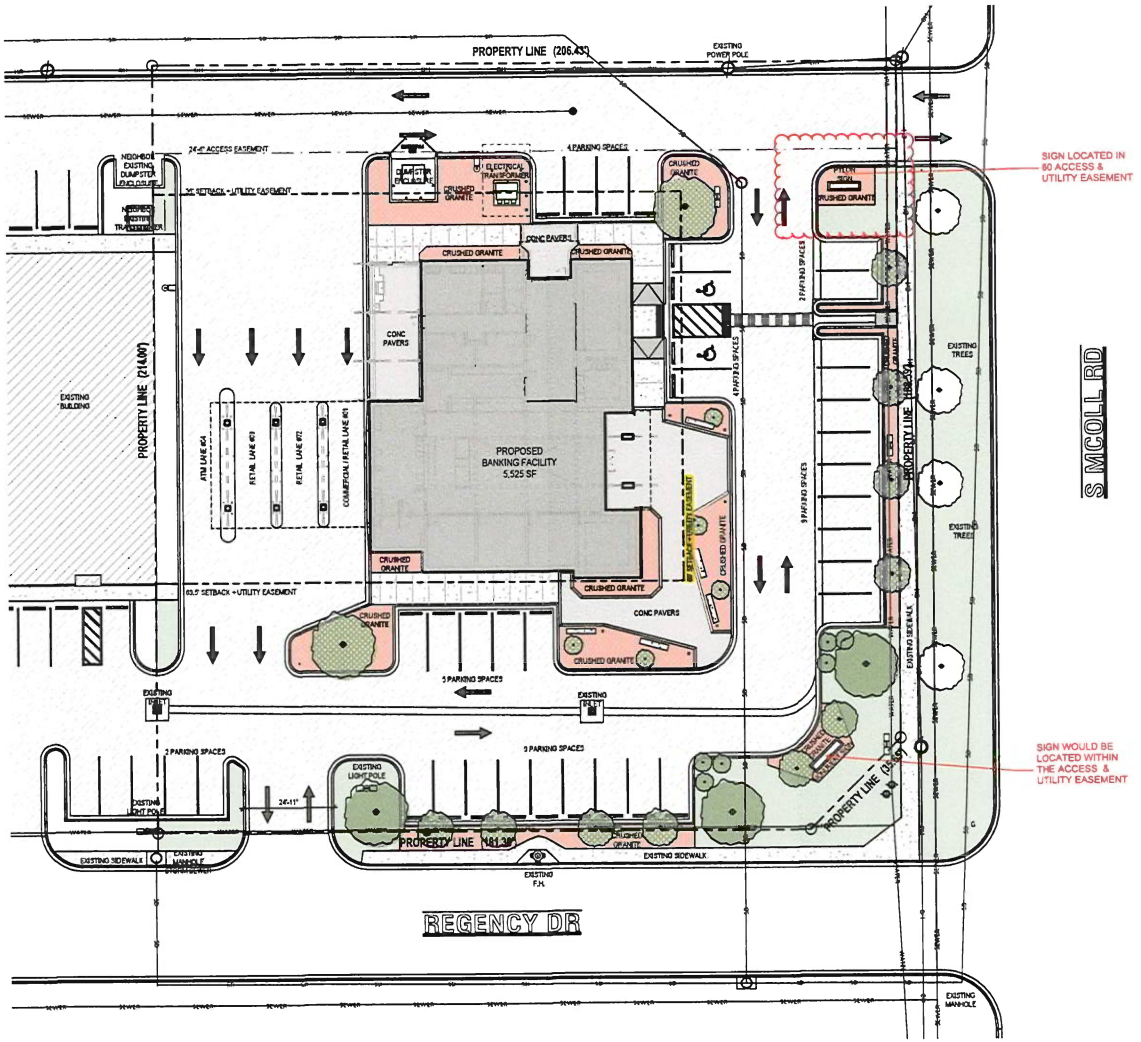
TSA Texas Sign Association · ISA International Sign Association · USSC United States Sign Council


RETAIL LANE #02
RCIAL / RETAIL LANE #01
CONC PAVERS
DUMPSTER ENCLOSURE
CRUSHED GRANITE
ELECTRICAL TRANSFORMER
PROPOSED BANKING FACILITY 5,525 SF
CRUSHED GRANITE
CONC PAVERS
CRUSHED GRANITE
4 PARKING SPACES
CRUSHED GRANITE
NO PARKING
4 PARKING SPACES
2 PARKING SPACES
CRUSHED GRANITE
PYLON SIGN
WATER
WATER
CRUSHED GRANITE
WATER
WATER
WATER
PROPERTY LINE (188.59')
SEWER
SEWER
SEWER
SEWER
SEWER
SEWER
EXISTING TREES
PROPERTY LINE (206.43')
EXISTING POWER POLE
SIGN LOCATED IN 60 ACCESS & UTILITY EASEMENT
MCOLL RD

SITE AREAS	
TOTAL SITE ACREAGE	1.00 ACRES
TOTAL PARKING SPACES	35 SPACES
BUILDING GROSS AREA	5,525 GSF

PARKING REQUIREMENTS	REQUIRED	PROVIDED
BANK FACILITY	18	25
HANDICAP ACCESSIBLE SPACES (TAS 2012)	2	2
VEHICLE STACKING / TELLER - FINANCIAL INSTITUTION	5	5

LANDSCAPE NOTES		
(CITY OF EDINBURG UNIFIED DEVELOPMENT CODE ARTICLE 10 LANDSCAPING AND TREE PROTECTION)		
A	LARGE TREES REQUIRED - 9/ACRE X 1 ACRE SMALL TREES REQUIRED - 18/ACRE X 1 ACRE SHRUBS TREES REQUIRED - 150/ACRE X 1 ACRE	9 TREES 18 TREES 150 SHRUBS
B	ALL LANDSCAPING REQUIREMENTS WILL BE MET WHEN APPLYING FOR BUILDING PERMIT	
C	ALL LANDSCAPE AREA WILL HAVE IRRIGATION AND DRIP SYSTEMS ALONG THE ROW	
D	ALL HYDRO MULCH MUST BE AT 100% GROWTH AT TIME OF FINAL INSPECTION	
E	REFER TO LANDSCAPE AND IRRIGATION PLANS	



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02.20.2024

Greater State BANK

PROJECT
GREATER STATE BANK
MCCOLL BRANCH
2107 S MCCOLL RD
EDINBURG, TEXAS 78539

PROJECT NO
22011

ISSUED FOR
CONSTRUCTION

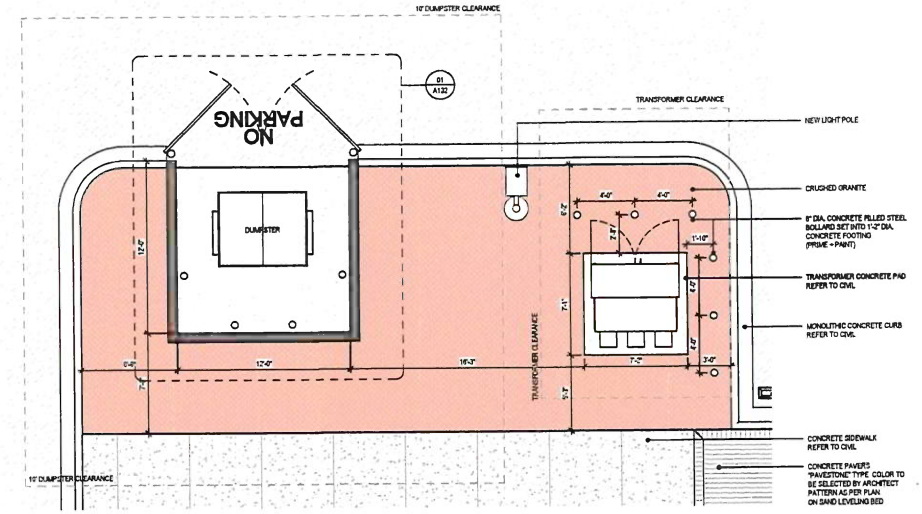
ISSUE DATE
02.20.2024

REVISION	DESCRIPTION	DATE
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-	-	-
-	-	-
-	-	-
-	-	-

SITE PLAN 01
SCALE: 1/16" = 1'-0"

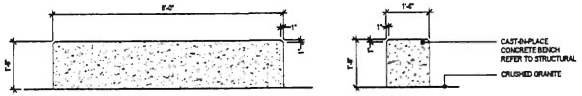
SITE PLAN
A100

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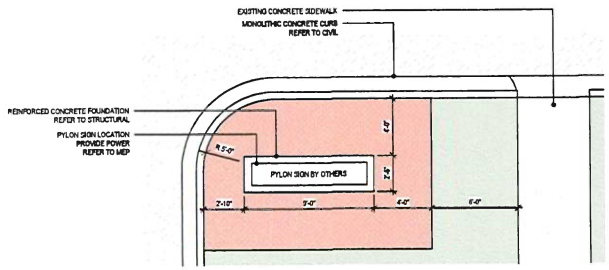
ENLARGED SITE PLAN - DUMPSTER ENCLOSURE 11

SCALE: 1/4" = 1'-0"



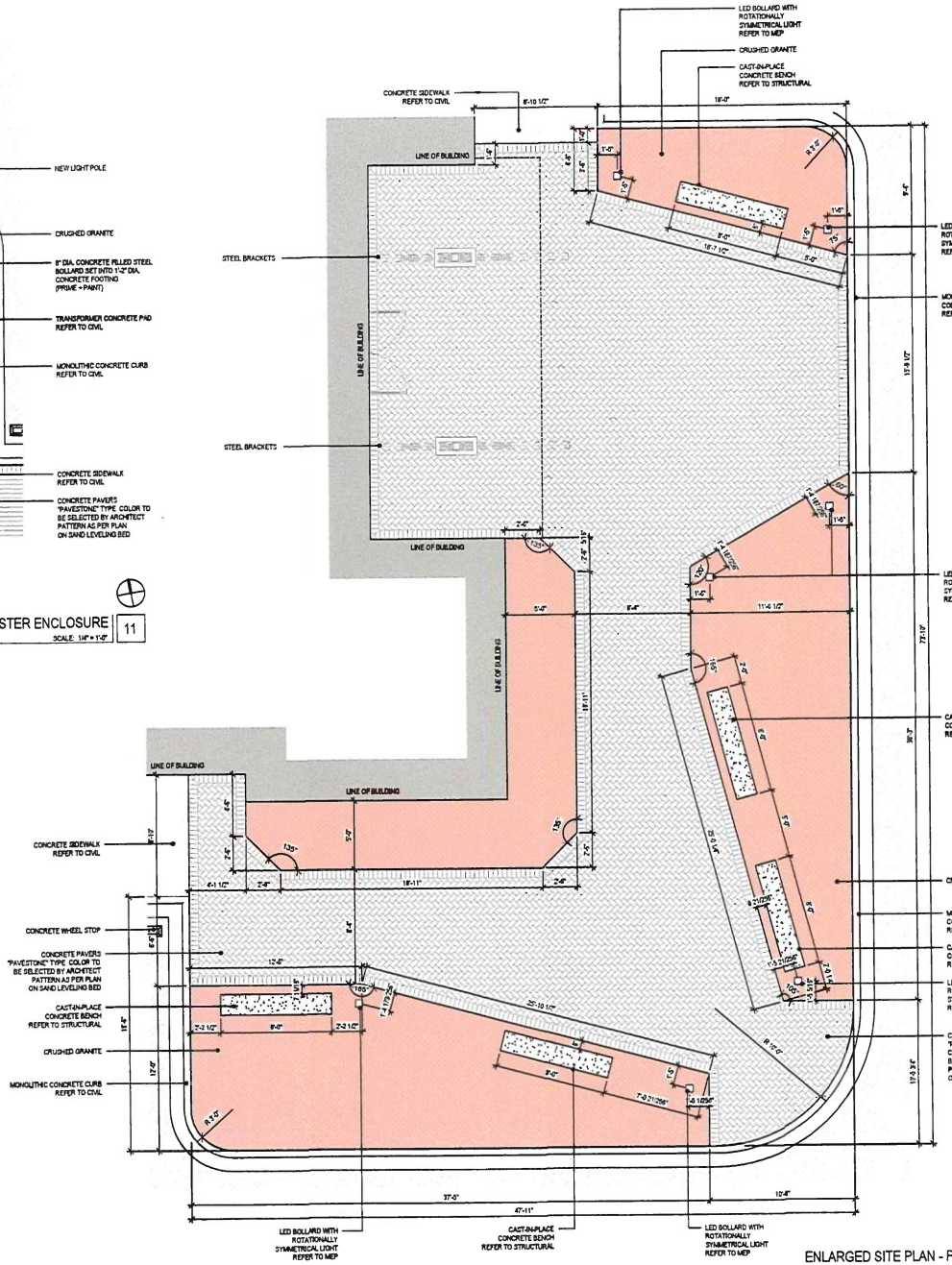
CONCRETE BENCH 14

SCALE: 1/2" = 1'-0"



ENLARGED SITE PLAN - PYLON SIGN 13

SCALE: 1/4" = 1'-0"



ENLARGED SITE PLAN - PLAZA 01

SCALE: 1/4" = 1'-0"

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REGISTERED ARCHITECT ERICK DAVID DIAZ 27107 STATE OF TEXAS

02.20.2024

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PROJECT
GREATER STATE BANK
MCCOLL BRANCH
2107 S MCCOLL RD
EDINBURG, TEXAS 78539

PROJECT NO
22011

ISSUED FOR
CONSTRUCTION

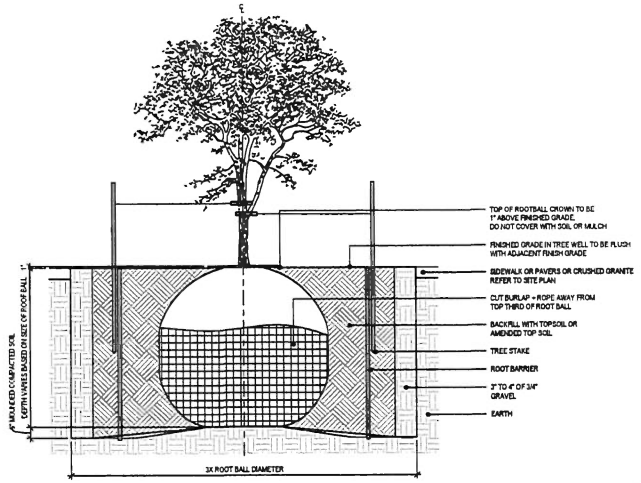
ISSUE DATE
02.20.2024

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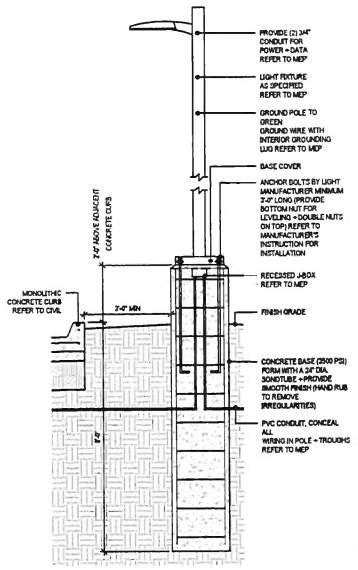
ENLARGED SITE PLAN + DETAILS

A130

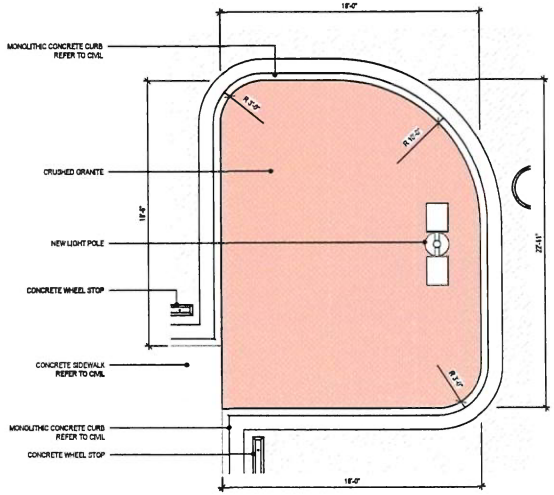
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TREE PLANTING DETAIL 15
SCALE: 3/8" = 1'-0"



SITE AREA LIGHT FIXTURE FOOTING DETAIL 11
SCALE: 1/2" = 1'-0"



ENLARGED SITE PLAN 13
SCALE: 1/4" = 1'-0"

ENLARGED SITE PLAN 01
SCALE: 1/4" = 1'-0"

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PROJECT
GREATER STATE BANK
MCCOLL BRANCH
2107 S MCCOLL RD
EDINBURG, TEXAS 78539

PROJECT NO
22011

ISSUED FOR
CONSTRUCTION

ISSUE DATE
02.20.2024

REVISION	DESCRIPTION	DATE
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ENLARGED SITE PLAN + DETAILS

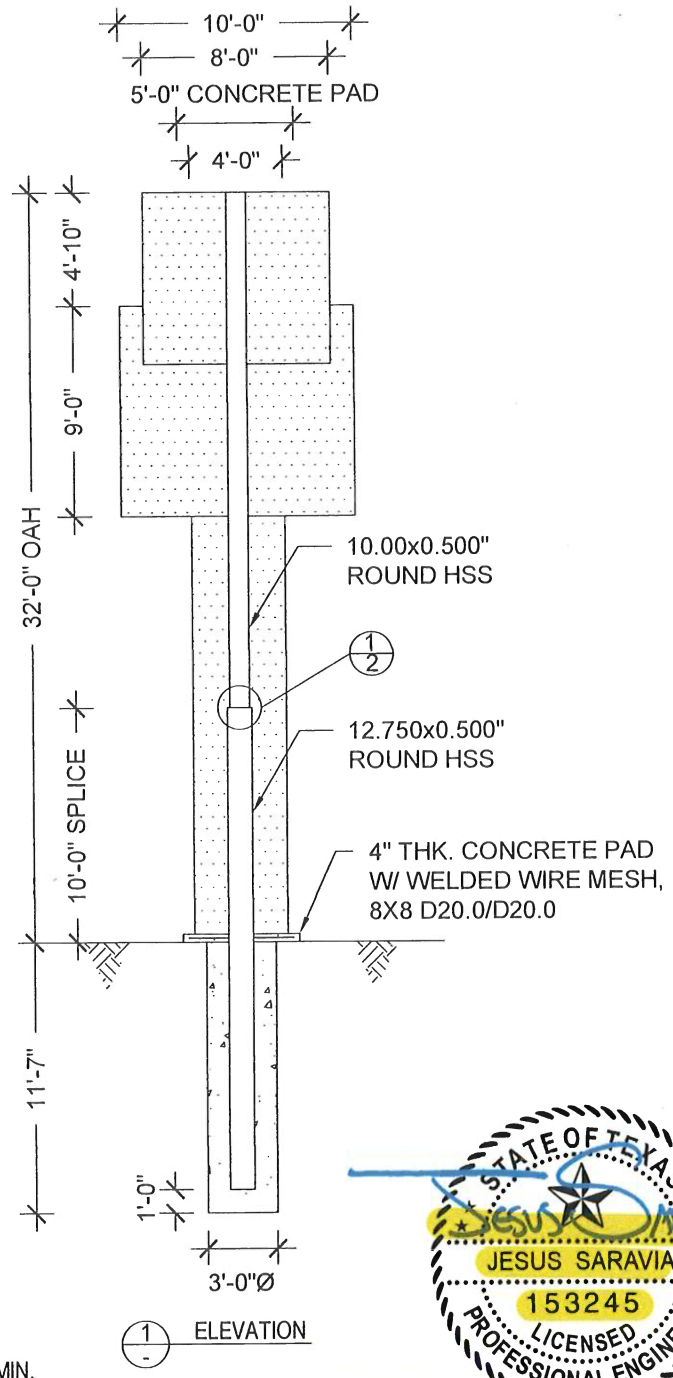
A131

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SULLAWAY ENGINEERING
12396 WORLD TRADE DRIVE, SUITE 312
SAN DIEGO, CA 92128
PROJECTMANAGER@SULLAWAYENG.COM
PHONE: 1-858-312-5150 FAX: 1-858-777-3534

PROJECT: GREATER STATE BANK, 2107 S. MCCOLL, EDINBURG, TX
PROJECT #: 50859
CLIENT: HIWAY NEON SIGNS

DATE: 04/05/2025
ENGINEER: IH
LAST REVISED:



GENERAL NOTES

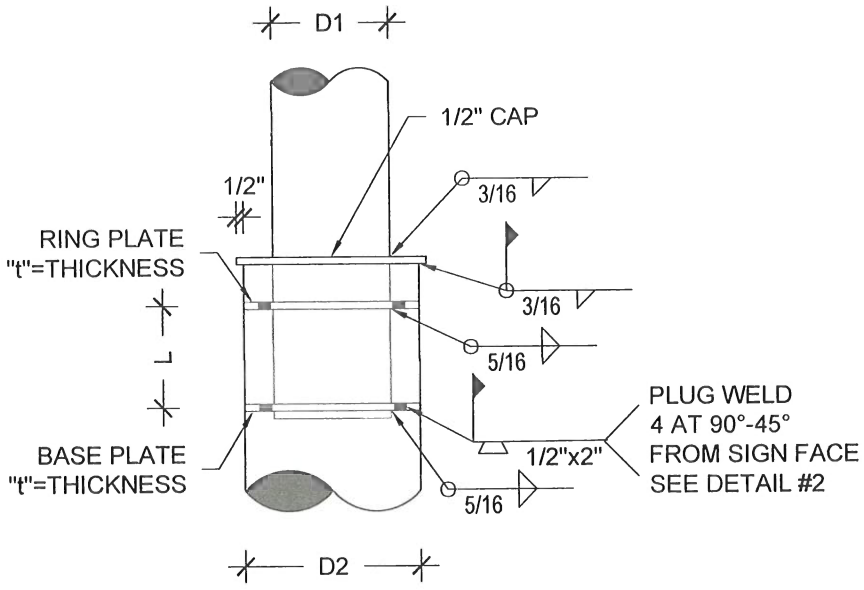
1. DESIGN CODE: IBC 2018
2. DESIGN LOADS: ASCE 7-16
3. WIND VELOCITY 130 MPH EXPOSURE C
4. CONCRETE 3000 PSI MINIMUM
5. ROUND HSS STEEL ASTM A500 GR. B, F_Y = 42 KSI MIN.
6. STEEL REINFORCEMENT IN CONCRETE ASTM A615 GR 60
7. PROVIDE MIN. 3" CLEAR COVER ON ALL STEEL EMBEDDED IN CONCRETE WHEN CAST AGAINST SOIL
8. LATERAL SOIL BEARING PER IBC CLASS 4 (150 PSF/FT)
9. PROVIDE PROTECTION AGAINST DISSIMILAR METALS
10. ALL DIMENSIONS TO BE VERIFIED PRIOR TO FABRICATION

04-08-2025

SULLAWAY ENGINEERING
12396 WORLD TRADE DRIVE, SUITE 312
SAN DIEGO, CA 92128
PROJECTMANAGER@SULLAWAYENG.COM
PHONE: 1-858-312-5150 FAX: 1-858-777-3534

PROJECT: GREATER STATE BANK, 2107 S. MCCOLL, EDINBURG, TX
PROJECT #: 50859
CLIENT: HIWAY NEON SIGNS

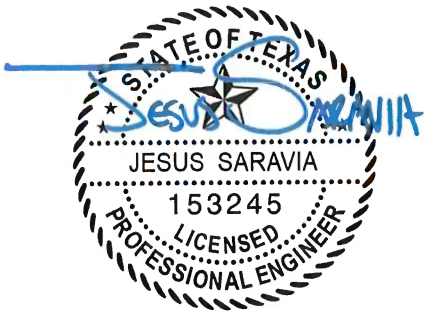
DATE: 04/05/2025
ENGINEER: IH
LAST REVISED:



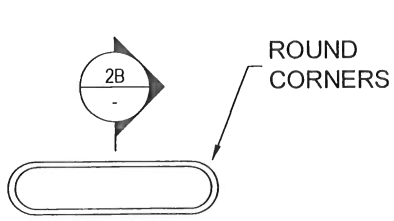
1 - SPLICE DETAIL

NOTES:
1. THIS DETAIL MAY BE USED FOR PIPE AND SQUARE TUBE SECTIONS.
2. L = 1.5xD1 OR 12" , WHICHEVER IS LARGEST

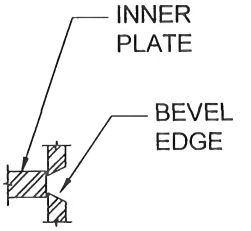
THICKNESS (t)
FOR D1 THRU 16" DIA., USE t = 1/2" PL.
FOR 16" DIA. < D1 < 30" DIA., USE t = 3/4" PL.
FOR D1 > 30" DIA., USE t = 1" PL.



04-08-2025



2A - PLUG WELD DETAIL



2B - SECTION

SULLAWAY ENGINEERING

PROJECT: GREATER STATE BANK DATE: 4/5/2025

PROJ. NO.: 50859 ENGINEER: IH

CLIENT: HIWAY NEON SIGNS

V5.5 units; pounds, feet unless noted otherwise

Applied Wind Loads; from ASCE 7-16 (LRFD):

$F=q_z*G*C_f*A_f$ with $q_z = 0.00256K_zK_{zt}K_dV^2$ (29.3.2 & 29.4)

C_f= 1.800 (Fig. 29.3-1) max. height= 32.00

K_{zt}= 1.0 (26.8.2) (=1.0 unless unusual landscape)

K_z= from table 28.3-1 Exposure= c

K_d= 0.85 for signs (table 26.6-1)

V= 130 mph

G= 0.85 (26.9) weight= 2.017 kips

s/h= 0.151 M_{DL}= 0.00 k-ft

B/s= 1.66

Pole Loads	structure component	height at section c.g.	K_z	q_z	pressure q_z*G*C_f	A_f	shear	Wind Moment M_W
	1	0.17	0.850	31.3	47.83	1.67	80	13
	2	5.17	0.850	31.3	47.83	38.67	1849	9554
	3	12.50	0.850	31.3	47.83	20.00	957	11956
	4	16.58	0.866	31.8	48.73	12.66	617	10233
	5	19.08	0.892	32.8	50.19	18.34	920	17565
	6	22.50	0.921	33.9	51.81	50.00	2590	58285
	7	26.08	0.950	34.9	53.43	21.66	1157	30185
	8	28.58	0.969	35.63	54.51	22.67	1236	35324
	9	31.00	0.987	36.30	55.54	16.00	889	27550
					sums:	201.67	10295	200.67 (M_w) k-ft arm= 19.5

P_u= 2.42 kip M= 200.67 k-ft $M=\sqrt{M_{DL}^2+M_w^2}$

$M_u=\sqrt{1.2M_{DL}^2+1.0M_W^2}$ = 200.67 k-ft

Pole Design section; pipe

$M_u \le \phi M_n$ with $M_n = f_yZ$ f_y= 42 ksi ϕ= 0.9

H	M_u(k-ft)	Z req'd. (in)	Size(in)	t (in)	Z	USE
at grade	200.67	63.70	16	0.375	91.6	12.75x0.5" Round HSS, ϕMn=221 k-ft
splice at 10 ft	107.44	34.1	10	0.365	36.9	10x0.5" Round HSS, ϕMn=133 k-ft

Footing Design footprint: round

ω= 1.3 IBC 1605.2 IBC Table 1806.2, sections 1806.3.4, 1807.3.2 S=(1.3x2x150 psf/ft)

P= 8.03 kip S1 = S x d / 3 A = 2.34 x P / (S1 x b) S= 400

S1= 1540 d =0.5xA (1+ (1+4.36x h/A) ^.5) IBC 1807.3.2.1

A= 4.07

footing: **3' - 0" dia.** **11' - 7" deep**

SULLAWAY ENGINEERING

PROJECT: GREATER STATE BANK
PROJ. NO.: 50859
CLIENT: HIWAY NEON SIGNS

DATE: 4/5/2025
ENGINEER: IH

units; pounds, feet unless noted otherwise

Check HSS12.75X.500 for torsion and combined forces (LRFD): (AISC 14 H3)

Wind Load = WL =	10.295	k	(See Page #3)		
Arm =	24.00	in	(0.2*(10'-0")		
Tr =	247.08	k-in	(WL*arm)		
				Fy =	42 ksi
				D =	12.75 in
Fcr =	185.309	ksi	(eq'n. H3-2a)	t =	0.465 in
or				E =	29000 ksi
Fcr =	121.189	ksi	(eq'n. H3-2b)	L =	120.00 in
but not greater than:				C =	106.00 in^3
0.6 Fy =	25.2	ksi		ϕ =	0.9
$\phi Tn = \phi$ Fcr C =	2404	k-in	OK		
$Mu/\phi Mn + (Tr/Tc)^2$ =	0.92	<1	OK	(eq'n. H3-6)	
(See Page#3 for Mu)					
(See AISC Manual for ϕMn)					

SULLAWAY ENGINEERING

PROJECT: GREATER STATE BANK
PROJ. NO.: 50859
CLIENT: HIWAY NEON SIGNS

DATE: 4/5/2025
ENGINEER: IH

units; pounds, feet unless noted otherwise

Check HSS10X.500 for torsion and combined forces (LRFD): (AISC 14 H3)

Wind Load = WL =	8.366	k	(See Page #3)		
Arm =	24.00	in	(0.2*(10'-0")		
Tr =	200.78	k-in	(WL*arm)		
				Fy =	42 ksi
				D =	10 in
Fcr =	149.905	ksi	(eq'n. H3-2a)	t =	0.465 in
or				E =	29000 ksi
Fcr =	174.473	ksi	(eq'n. H3-2b)	L =	264.00 in
but not greater than:				C =	63.50 in^3
0.6 Fy =	25.2	ksi		ϕ =	0.9
$\phi Tn = \phi$ Fcr C =	1440	k-in	OK		
$Mu/\phi Mn + (Tr/Tc)^2$ =	0.83	<1	OK	(eq'n. H3-6)	
(See Page#3 for Mu)					
(See AISC Manual for ϕMn)					

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

THE CITY OF Edinburg

Sign Variance Application

ENERGOV CASE # VAR-2025-0290

SECTION A: APPLICANT INFORMATION

Property Owner Name: Greater State Bank

Owner Contact Information
Mailing Address: 2107 S. McColl Rd (Street Address) Edinburg, Tx (City/State) 78539 (Zip Code)

Phone (Home): _____ (Work): _____ (Cell): _____

Email: _____

Agent/Applicant Name *(if different than Owner)*: A1 SkyLite Signs, LLC

Applicant Contact Information
Mailing Address: 1301 Maco Drive (Street Address) Pharr, Texas (City/State) 78577 (Zip Code)

Phone (Home): _____ (Work): 956-588-4000 (Cell): 956-520-0492

Email: info@a1skylitesigns.com

SECTION B: LOCATION OF PROPOSED SIGN

Address: 2107 S. McColl Rd (Street Address) Edinburg, Tx (City/State) (Zip Code)

Property Legal Description: 1-7 (Lot) (Block) (Subdivision)

Present Zoning: _____ Property ID#: _____

SECTION C: REQUESTED SIGN VARIANCE

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

Ordinance Requirement(s): _____

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

Requesting a variance to install pole sign at the corner main entrance on McColl Rd. Per planning dept. the sign is located within the access and utility easement.

Signature: _____ Date: 5/28/25

Name (Please Print): Andy Vasquez

Application Deadline: _____ Application Received by: _____

$450 Application Fee: Receipt Number _____

P&Z Hearing: _____ City Council Hearing: _____

PID:513368 CHUI MIREZ RGV HOLDINGS LLC
5900 BALCONES DR
AUSTIN, TX 78731

PID:297299 ELSIK ARLLEY ETAL
2216 S MCCOLL RD
EDINBURG, TX 78539-8302

PID:297301 ELSIK WAYNE E & DAWN
PO BOX 954
EDINBURG, TX 78540-0954

PID:704826 TEXAS REGIONAL BANK CUST ROBERT S COOK & G WILLIAM RUPPERT IRA
1801 S MCCOLL RD
MCALLEN, TX 78503-1520

PID:704827 TEXAS REGIONAL BANK CUST ROBERT S COOK & G WILLIAM RUPPERT IRA
1801 S MCCOLL RD
MCALLEN, TX 78503-1520

PID:704841 TEXAS REGIONAL BANK CUST ROBERT S COOK & G WILLIAM RUPPERT IRA
1801 S MCCOLL RD
MCALLEN, TX 78503-1520

PID:704828 TEXAS REGIONAL BANK
1801 S MCCOLL RD
MCALLEN, TX 78503-1520

PID:704829 TEXAS REGIONAL BANK CUST ROBERT S COOK & G WILLIAM RUPPERT IRA
1801 S MCCOLL RD
MCALLEN, TX 78503-1520

PID:704830 TEXAS REGIONAL BANK CUST ROBERT S COOK & G WILLIAM RUPPERT IRA
1801 S MCCOLL RD
MCALLEN, TX 78503-1520

PID:704831 TEXAS REGIONAL BANK CUST ROBERT S COOK & G WILLIAM RUPPERT IRA
1801 S MCCOLL RD
MCALLEN, TX 78503-1520

PID:704832 TEXAS REGIONAL BANK CUST ROBERT S COOK & G WILLIAM RUPPERT IRA
1801 S MCCOLL RD
MCALLEN, TX 78503-1520

PID:704833 TEXAS REGIONAL BANK CUST ROBERT S COOK & G WILLIAM RUPPERT IRA
1801 S MCCOLL RD
MCALLEN, TX 78503-1520

PID:704834 DANCENTRE OF EDINBURG
2750 HEDFELT DR
EDINBURG, TX 78539-2918

PID:846441 COMMUNITIES IN SCHOOLS OF HIDALGO CO INC
3700 N 10TH ST STE 270
MCALLEN, TX 78501-1774

PID:846431 MCCOLL BUILDING HOLDINGS LLC
4501 N 3RD ST
MCALLEN, TX 78504-2941

PID:704839 MINIMINDS LEARNING CENTER LLC
225 HOLLYWOOD DR
EDINBURG, TX 78539-6115

PID:706846 ERAC INVESTMENTS LLC
4500 N 10TH ST STE 20
MCALLEN, TX 78504-2948

PID:706845 ERAC INVESTMENTS LLC
4500 N 10TH ST STE 20
MCALLEN, TX 78504-2948

PID:706882 OCHOA SANDRA MARIE
3019 REGAL DR APT A
EDINBURG, TX 78539-2224

PID:704825 KAIZEN REAL ESTATE PARTNERS LLC
125 MONTEREY TRL
BOERNE, TX 78006-6065

PID:706838 ERAC INVESTMENTS LLC
4500 N 10TH ST STE 20
MCALLEN, TX 78504-2948

PID:1018035 FORMAL INVESTMENTS LLC
1309 FULLERTON AVE
MCALLEN, TX 78504-5748

PID:1018037 PEREZ YSIDORO JR & MARIA MARGARITA
2905 LONDON DR
EDINBURG, TX 78539-0088

PID:706849 GREATER STATE BANK
3300 N 10TH ST
MCALLEN, TX 78501-1928

PID:706850 ERAC INVESTMENTS LLC
4500 N 10TH ST STE 20
MCALLEN, TX 78504-2948

PID:706883 BALDERAS NICHOLAS & GIOVANNI ROSAS ESCOBEDO
2019 GATEWAY DR
EDINBURG, TX 78539-2292

PID:706885 ROCHA JOSE PABLO JR
2035 GATEWAY DR
EDINBURG, TX 78539-2396

PID:704824 KAIZEN REAL ESTATE PARTNERS LLC
125 MONTEREY TRL
BOERNE, TX 78006-6065

PID:706830 MJ3 FAMILY LIMITED PATRNERSHIP
2001 S D ST
MCALLEN, TX 78503-1854

PID:706851 MJ3 FAMILY LIMITED PATRNERSHIP
2001 S D ST
MCALLEN, TX 78503-1854

PID:706881 PERUMPALATH AXA J
1306 SAKER ST
EDINBURG, TX 78539-8205

PID:1018036 DOMAIN DEVELOPMENT CORP
100 E NOLANA STE 130
MCALLEN, TX 78504-2670

PID:1018038 DEMCHENKO IZAIDA J & ROMAN A
2909 LONDON DR
EDINBURG, TX 78539-0088

PID:706848 ERAC INVESTMENTS LLC
4500 N 10TH ST STE 20
MCALLEN, TX 78504-2948

PID:706847 ERAC INVESTMENTS LLC
4500 N 10TH ST STE 20
MCALLEN, TX 78504-2948

PID:706884 PENA JESUS R
2027 GATEWAY DR
EDINBURG, TX 78539-2394

PID:706849 GREATER STATE BANK
3300 N 10TH ST
MCALLEN, TX 78501-1928

PID:706852 LUCOLE INVESTMENTS LLC
2610 WOODS DR S
EDINBURG, TX 78542-4530

PID:1018039 MORA BRENDA YVETTE
2913 LONDON DR
EDINBURG, TX 78539-0088

PID:297294 ELSIK ARLLEY E & BEVERLY J
2216 S MCCOLL RD
EDINBURG, TX 78539-8302

PID:706904 BOARDWALK APARTMENT OWNERS ASSOCIATION, INC
PO BOX 4026
EDINBURG, TX 78540-4026

PID:706844 ERAC INVESTMENTS LLC
4500 N 10TH ST STE 20
MCALLEN, TX 78504-2948

PID:1463438 QQ RIO GRANDE VALLEY LLC
1380 LEAD HILL BLVD NO 260
ROSEVILLE, CA 95661-2998

PID:1463491 HOPPENS ROBERT JAMES & AILING LI
1808 S CROWN LN
EDINBURG, TX 78539

PID:1463489 EKORTARH YANICK
1816 S CROWN LN
EDINBURG, TX 78539

PID:1463434 DOMAIN DEVELOPMENT CORP
1200 AUBURN AVE STE 250
MCALLEN, TX 78504-1403

PID:1313051 ELSIK ARLLEY E & BEVERLY J
2216 S MCCOLL RD
EDINBURG, TX 78539-8302

PID:1373424 PSVM INVESTMENTS LLC
400 NOLANA STE H-2
MCALLEN, TX 78504-3997

PID:706843 GALAVIZ ELIZABETH ANN
1308 PROVIDENCE AVE
MCALLEN, TX 78504-2693

PID:1463439 AMALFI RGV INVESTMENT GROUP LLC
205 W NOLANA STE 4
SAN JUAN, TX 78589-3779

PID:1463435 DOMAIN DEVELOPMENT CORP
1200 AUBURN AVE STE 250
MCALLEN, TX 78504-1403

PID:1463490 ALVARADO DAVID ANTHONY & LANLAN
1812 S CROWN LN
EDINBURG, TX 78539

PID:1463488 AVULA SHASHANK & SREELAKSHMI KEESARA
4604 S SUGAR RD
EDINBURG, TX 78539

PID:1472971 RREAL LLC
1919 E MILE 3 RD
PALMHURST, TX 78573-6501

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
PUBLIC HEARINGS
Agenda Item No: 7.C.
Public Hearing / Sign Variance Request - Adak Group LLC

1. **Agenda Item:**
Hold Public Hearing and Consider Variance Requests to the City of Edinburg Unified Development Code as Follows: 1.) Article 5, Section 5.207, Easements, (F.) Encroachments and Removal of Encroachments, for a Sign to Encroach Into an Easement, and 2.) Article 4, Section 4.303, Permanent Signs, for a Sign to Exceed the Maximum Size Permitted, Deus Magnus Subdivision, Lot 2, Located at 1300 North I-69C, as Requested by Adak Group LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The applicant is requesting a variance to the Unified Development Code Article 5, Section 5.207 as it applies to Permanent Signs located within Utility Easements and Article 4, Section 4.303 as it applies to maximum sign square footage allowance. The sign in question is for the advertisement for Rivera Funeral Home at this location. The property is located on the west side of North I-69C approximately 800 feet south of East Chapin Road. The property has approximately 419.60 feet of frontage along North I-69C with a lot depth of 434.26 to its deepest point for a total lot area of 3.41 acres. This property is currently zoned Commercial, General (CG) District and there is currently no freestanding signs at this location. Adjacent zoning is Commercial, General (CG) District to the north and south and Residential, Suburban (RS) District to the east. Surrounding land consists of vacant land and North I69-C.

Staff received a Sign Variance Application for the subject property on June 25, 2025. The applicant is proposing a freestanding sign located 22 feet inside of a 25-foot utility easement. The 25-foot easement consist of a 15-foot Exclusive North Alamo Water Supply easement and an additional 10 feet of utility easement. Staff is working with property owner and this request might be removed by meeting date.

The applicant is proposing to construct a free-standing sign roughly about 252 square feet. The intent is to have a LED display for obituaries and services. According to the City of Edinburg Unified Development Code the maximum allowed square footage for this type of sign is 88.75 square feet, therefore the signs exceeds the maximum amount by 163.25 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 7 neighboring property owners on Friday, August 1, 2025 and no comments in favor or against this request at the time this report was created. Notice of this public hearing was be published in the newspaper on July 30, 2025.

On August 14, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Variance Request.

3. **Staff's Recommendation:**
Staff recommends approval 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:
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

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/14/2025
CITY COUNCIL – 08/19/2025
DATE PREPARED – 08/07/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider Variance Requests to The City of Edinburg Unified Development Code as Follows: 1.) Article 5, Section 5.207, Easements, (F.) Encroachments and Removal of Encroachments, for a Sign to Encroach into an Easement, and 2.) Article 4, Section 4.303, Permanent Signs, for a Sign to Exceed the Maximum Size Permitted

APPLICANT: ADAK Group LLC

AGENT: Not Applicable

LEGAL: Deus Magnus Subdivision, Lot 2

LOCATION: 1300 North I-69C

LOT/TRACT SIZE: 3.41 Acres

CURRENT USE: Rivera Funeral Home

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Commercial, General (CG) District
East – Residential, Suburban (RS) 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 Variance Requests to The City Edinburg Unified Development Code as Follows: 1.) Article 5, Section 5.207, Easements, (F.) Encroachments and Removal of Encroachments, for a Sign to Encroach into an Easement, and 2.) Article 4, Section 4.303, Permanent Signs, for a Sign to Exceed the Maximum Size Permitted

of

VARIANCE REQUEST
ADAK GROUP LLC

EVALUATION

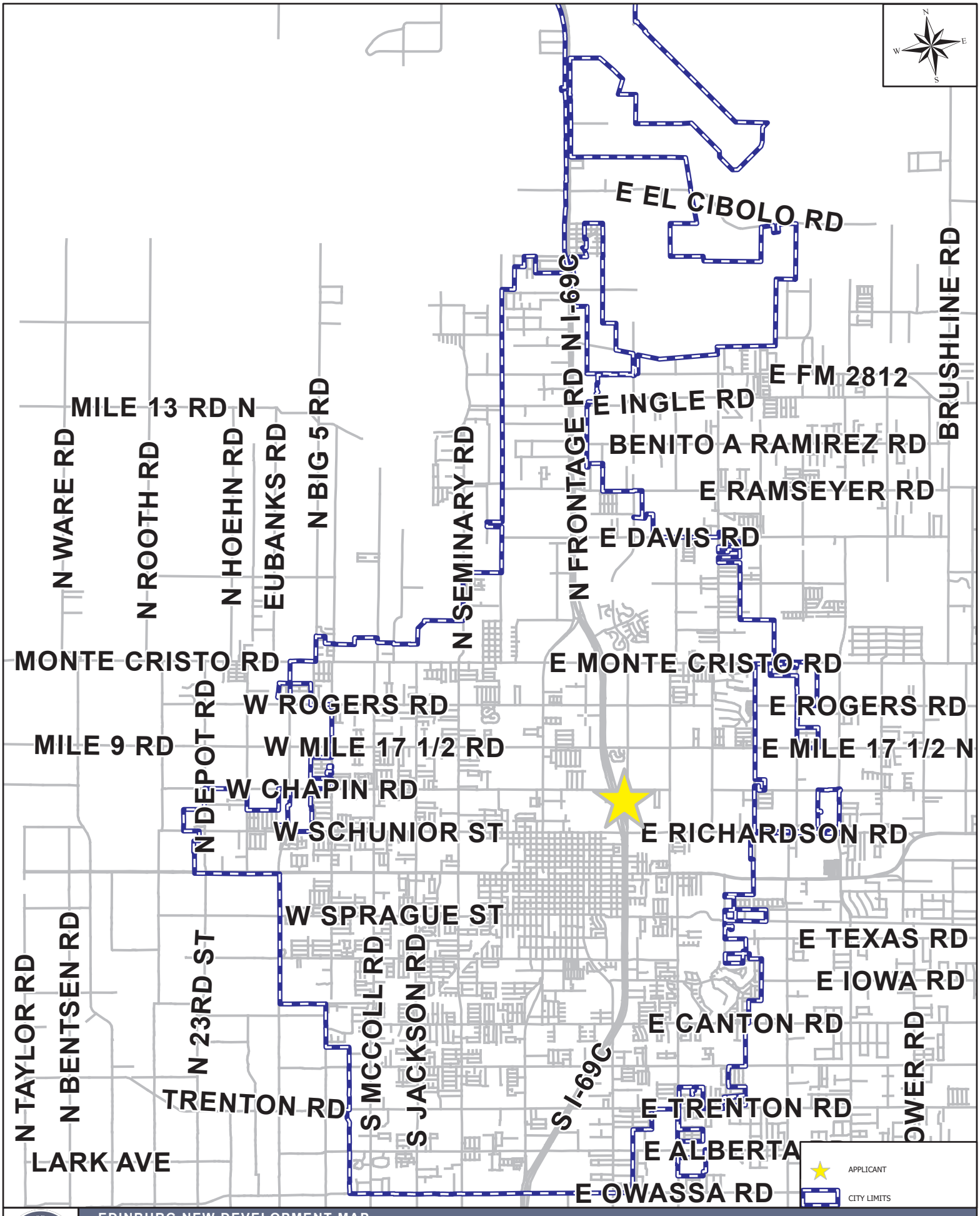
The following is staff's evaluation of the request.

1. The applicant is proposing to construct a free-standing sign roughly about 252 square feet. According to the City of Edinburg Unified Development Code the maximum allowed square footage for this type of sign is 88.75 square feet, therefore the signs exceeds the maximum amount by 163.25 square feet.

2. The proposed sign is strictly for advertisement for Rivera Funeral Home

Staff recommends approval 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 7 neighboring property owners on Friday, August 1, 2025 and no comments in favor or against this request at the time this report was created. Notice of this public hearing was be published in the newspaper on July 30, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

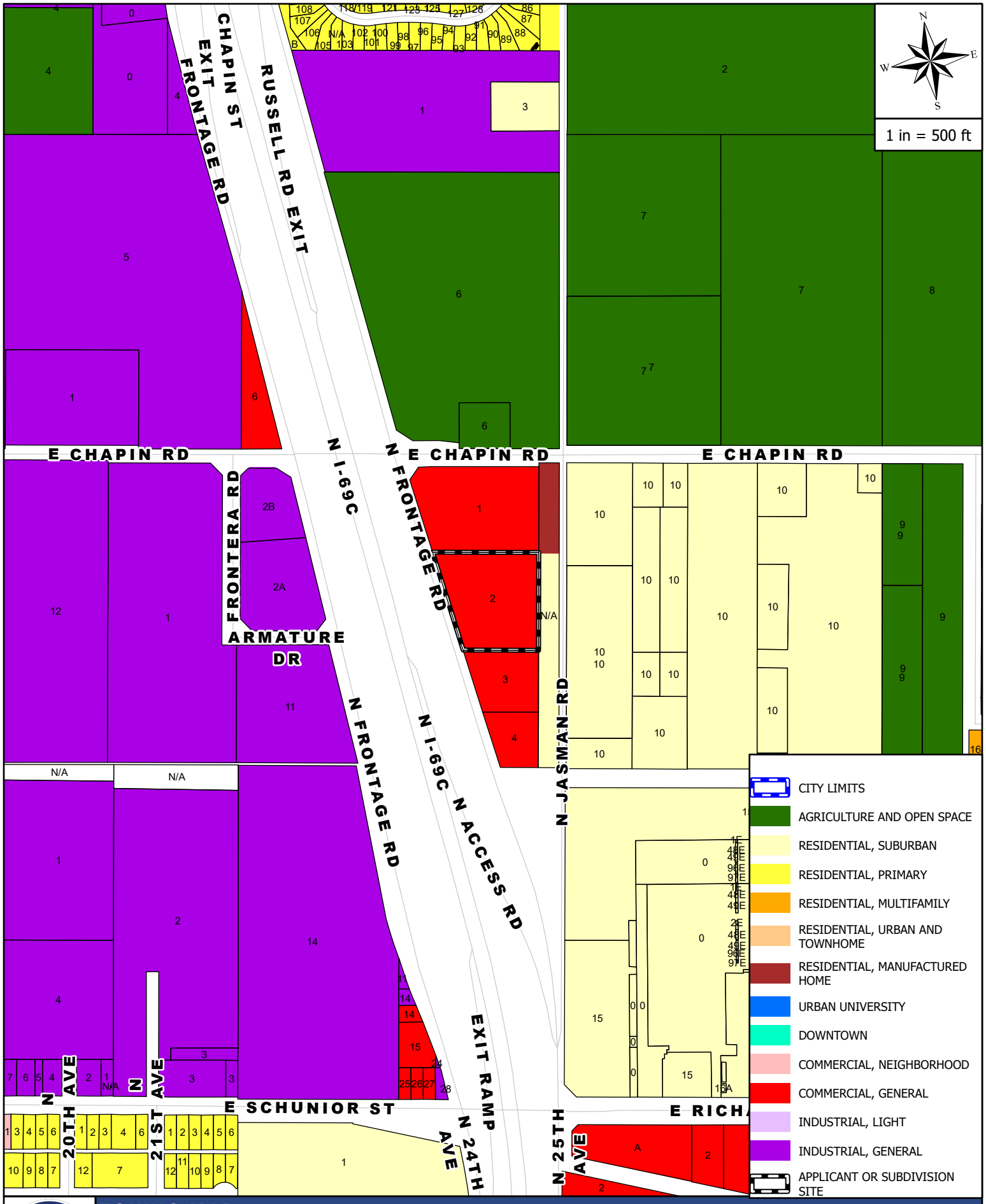
VAR-2025-0297 1300 N I 69C



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

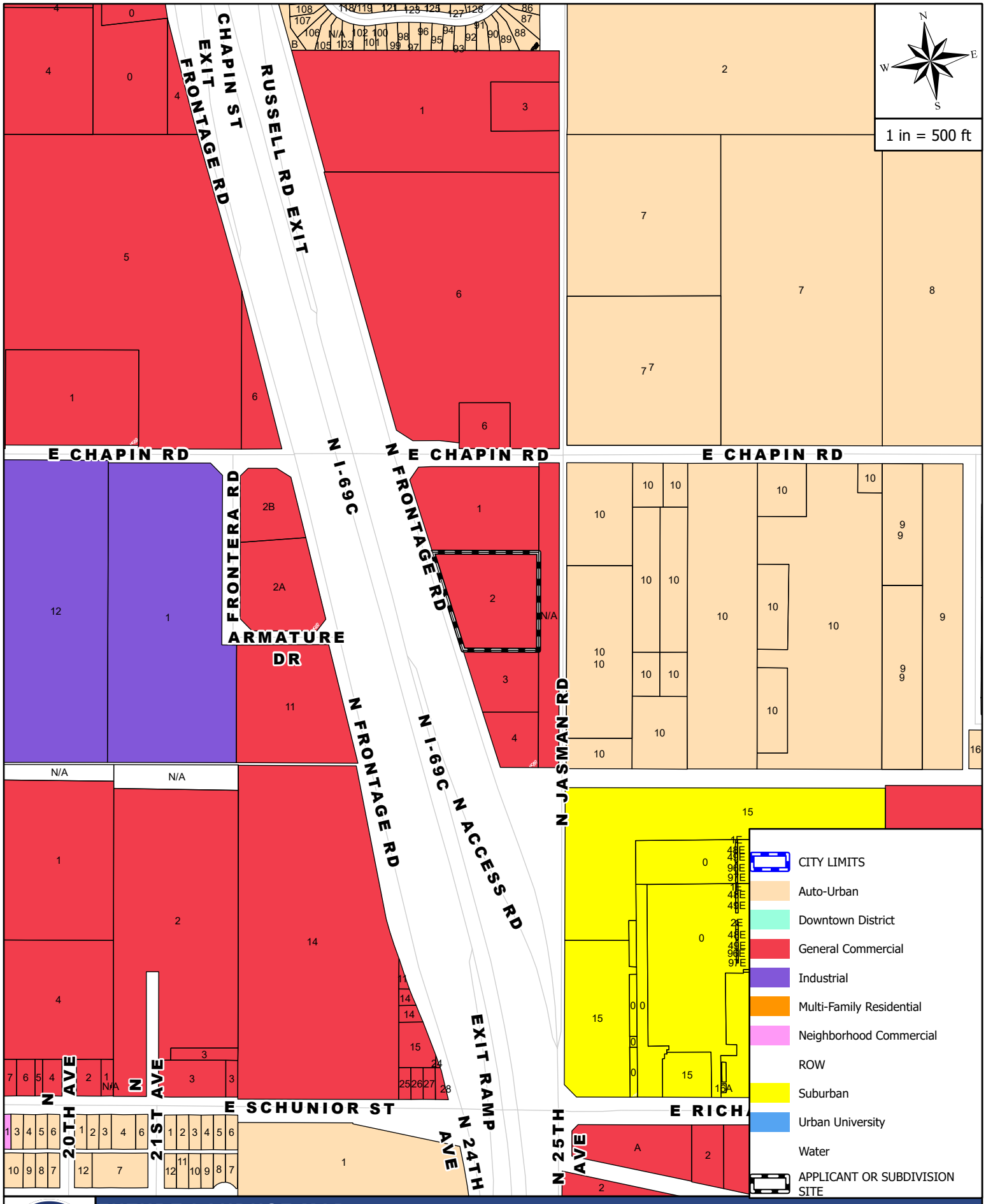
VAR-2025-0297 1300 N I 69C



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

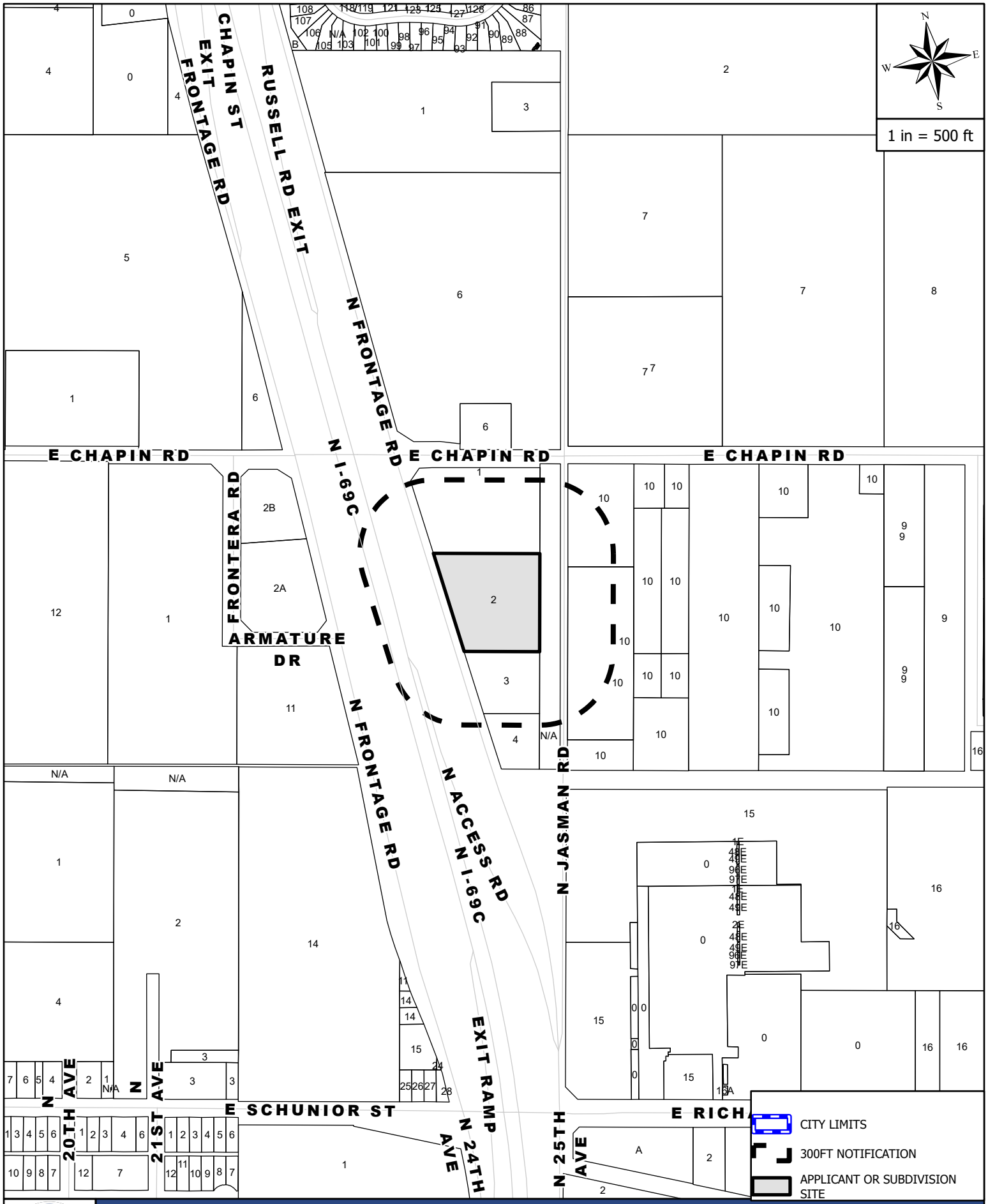
VAR-2025-0297 1300 N I 69C



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0297 1300 N I 69C



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0297 1300 N I 69C

Rezoning Request Site Photo

Aaron Rivera

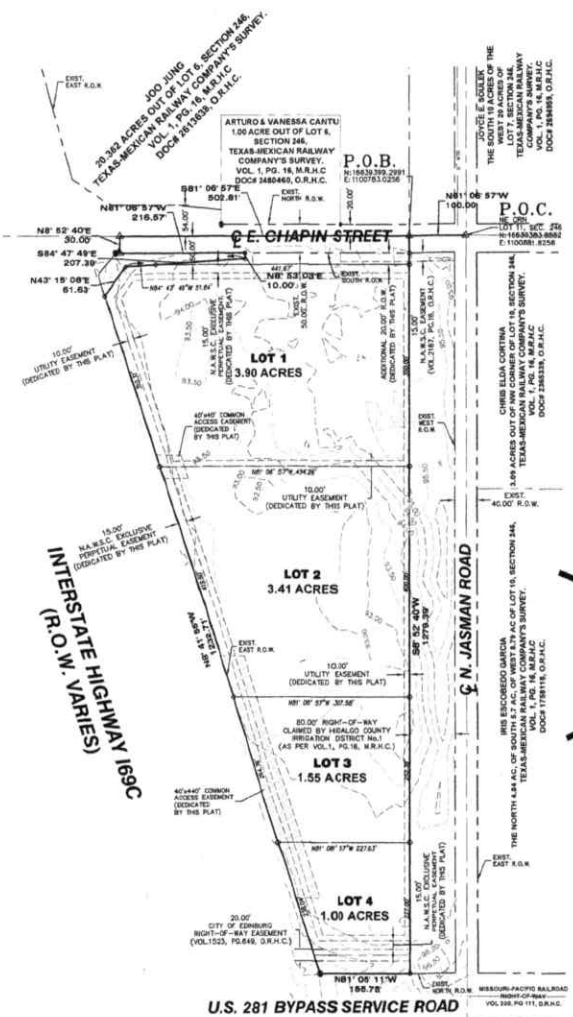
1300 I-69C



DATE OF PREPARATION: SEPTEMBER 29, 2022

DEUS MAGNUS SUBDIVISION

BEING A 10.36 ACRES TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OR PORTION OF LOT 11, SECTION 246, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 10.36 ACRES TRACT LYING EAST OF U.S. EXPRESSWAY 281, NORTH OF SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND WEST OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, CANAL RIGHT-OF-WAY.



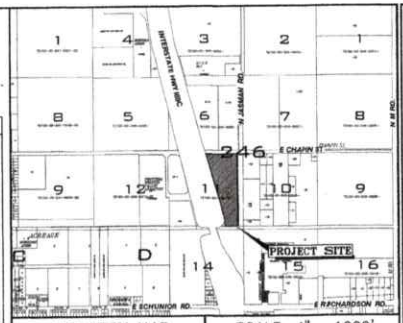
SCALE: 1"=100'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

ABBREVIATION LEGEND

F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
U.E.	UTILITY EASEMENT
E.&U.E.	ELECTRICAL AND UTILITY EASEMENT
℄	CENTER LINE
L	LOT LINE

LEGEND

- ○ – SET 1/2 INCH IRON ROD
- ● – FOUND 1/2 INCH IRON ROD
- ● – FOUND 5/8 INCH IRON ROD
- △ – FOUND COTTON PICKER SPINDLE
- ■ – FOUND 60-D NAIL
- ▲ – SET COTTON PICKER SPINDLE
- – POWER POLE
- – GUY WIRE
- □ – FOUND FENCE POST
- – TRAFFIC SIGN
- – WATER METER
- – WATER VALVE
- – IRRIGATION STAND PIPE
- (XXXX) – DEED RECORD CALL
- XXXX – NATURAL GROUND
- – CALCULATED POINT
- – ELECTRICAL & UTILITY EASEMENT



LOCATION MAP | SCALE: 1" = 1000'

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE DEUS MAGNUS SUBDIVISION ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

AARON RIVERA, PRESIDENT
ADAK GROUP, LLC
1901 PECAN BLVD.
McALLEN, TX. 78501

10/19/22
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AARON RIVERA 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 PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF October 2022.

NOTARY PUBLIC — COUNTY OF HIDALGO — 10/18/22 DATE

EDWIN PEÑA
Notary Public, State of Texas
Comm. Expires 12-13-2023
Notary ID 13278319

CITY OF EDINBURG
STATE OF TEXAS
COUNTY OF HIDALGO

I, JAIME ACEVEDO, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS GO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS DEUS MAGNUS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE 9th DAY OF January 2023 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR — 1-9-23 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF DEUS MAGNUS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY OF EDINBURG ON THIS THE _____ DAY OF _____, 2022.

MAYOR, CITY OF EDINBURG — DATE

SECRETARY, CITY OF EDINBURG — DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS, THE 6th DAY OF October, 20 22 SUBJECT TO THE FOLLOWING

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 RIGHT OF WAYS EASEMENTS WITH OUT THE EXPRESSED WRITTEN.

SECRETARY — PRESIDENT

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 — HIDALGO COUNTY, TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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 NO. 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

METES AND BOUNDS DESCRIPTION

BEING A 10.36 ACRES TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OR PORTION OF LOT 11, SECTION 246, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 10.36 ACRES TRACT LYING EAST OF U.S. EXPRESSWAY 281, NORTH OF SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND WEST OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, CANAL RIGHT-OF-WAY, AND SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID LOT 11, SAME BEING THE POINT OF INTERSECTION BETWEEN THE CENTERLINES OF E. CHAPIN STREET AND N. JASMAN ROAD;

THENCE N 81°06'57" W, ALONG THE NORTH LINE OF THE SAID LOT 11, SAME BEING ALONG THE CENTERLINE OF E. CHAPIN STREET, TO A POINT ON THE WEST LINE OF A CALLED 80 FEET RIGHT-OF-WAY CLAIMED IN FEE BY HIDALGO COUNTY WATER CONTROL AND IRRIGATION DISTRICT No. 1, A DISTANCE OF 100.00 FEET TO A PK-NAIL SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE, S 8°52'40" W, ALONG THE WEST LINE OF SAID 80 FEET RIGHT-OF-WAY CLAIMED IN FEE BY HIDALGO COUNTY WATER CONTROL AND IRRIGATION DISTRICT No. 1, SAME BEING PARALLEL TO THE EAST LINE OF THE SAID LOT 11, TO A POINT ON THE NORTH LINE OF THE SAID SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, PASSING AT 30.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF E. CHAPIN STREET, AND CONTINUING FOR A TOTAL DISTANCE OF 1378.39 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81°08'11" W, ALONG THE NORTH LINE OF SAID SOUTHERN PACIFIC ROAD RIGHT-OF-WAY, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF INTERSTATE 69C/N. EXPRESSWAY 281 (AS PER VOLUME 1388, PAGE 737, DEED RECORDS OF HIDALGO COUNTY, TEXAS), A DISTANCE OF 155.78 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 6°41'55" W, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF INTERSTATE 69C/N. EXPRESSWAY 281 (AS PER VOLUME 1388, PAGE 737, DEED RECORDS OF HIDALGO COUNTY, TEXAS), TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF E. CHAPIN STREET (AS PER DOC # 1585238, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS), A DISTANCE OF 1248.47 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, N 48°59'52" E, ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF E. CHAPIN STREET (AS PER DOC # 1585238, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS), A DISTANCE OF 46.58 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 84°47'48" E, ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF E. CHAPIN STREET (AS PER DOC # 1585238, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS), A DISTANCE OF 216.15 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 8°52'40" E, ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF E. CHAPIN STREET (AS PER DOC # 1585238, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS), TO A POINT ON THE ORIGINAL SOUTH RIGHT-OF-WAY LINE OF E. CHAPIN STREET, A DISTANCE OF 15.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81°08'57" W, ALONG THE ORIGINAL SOUTH RIGHT-OF-WAY LINE OF E. CHAPIN STREET, SAME BEING ALONG THE NORTH LINE OF THE SAID TRACT DESCRIBED IN DOC # 1585238, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF INTERSTATE 69C/N. EXPRESSWAY 281 (AS PER VOLUME 1388, PAGE 737, DEED RECORDS OF HIDALGO COUNTY, TEXAS), A DISTANCE OF 216.57 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 8°52'40" E, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF INTERSTATE 69C/N. EXPRESSWAY 281 (AS PER VOLUME 1388, PAGE 737, DEED RECORDS OF HIDALGO COUNTY, TEXAS), SAME BEING PARALLEL TO THE EAST LINE OF THE SAID LOT 11, TO A POINT ON THE NORTH LINE OF THE SAID LOT 11, A DISTANCE OF 30.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81°06'57" E, ALONG THE NORTH LINE OF THE SAID LOT 11, A DISTANCE OF 502.81 FEET TO THE **POINT AND PLACE OF BEGINNING**, SAID TRACT CONTAINING 10.36 ACRES OF LAND, MORE OR LESS.

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 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 EDINBURG AND HIDALGO COUNTY, TEXAS.

DATED THIS 30 DAY OF September, 2022.

IVAN GARCIA P.E., R.P.L.S. — 9/30/22 DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 8496
SURVEY FIRM # 10194027

STATE OF TEXAS — IVAN GARCIA — 8496 — LICENSED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS 30 DAY OF September, 2022.

IVAN GARCIA, P.E., R.P.L.S.
REGISTERED PROFESSIONAL ENGINEER
NO. 115682 – STATE OF TEXAS

STATE OF TEXAS — IVAN GARCIA — 115682 — LICENSED PROFESSIONAL ENGINEER

GENERAL PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THE SUBDIVISION IS IN 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, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON COMMUNITY PANEL NO. 480338 0050 E, REVISED JUNE 6, 2000, AND FURTHER REVISED TO REFLECT LOMR CASE NO. 01-06-1060P DATED MAY 14, 2001.
2. SETBACKS:
FRONT: 25.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDES: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
3. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT.
4. BENCHMARKS (B.M.):
COTTON--PICKER--SPINDLE SET APPROXIMATELY 163.50 FEET WEST FROM THE INTERSECTION OF EAST CHAPIN STREET AND NORTH JASMAN ROAD, ELEV.=95.21 (N.A.V.D. 88)
NORTHING:16539,399.530 EASTING:1100718.281 (TEXAS STATE PLANE COORDINATES, N.A.D. 83)
5. DRAINAGE:
IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 REQUIREMENTS AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 155,843 CUBIC--FEET OR 3.580 ACRE--FEET OF STORM WATER RUNOFF. DRAINAGE ANALYSIS WILL BE REQUIRED DURING BUILDING PERMIT STAGE.
6. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH CAP.
7. A FIVE (5.00') FOOT SIDEWALK AND ADA RAMPS ARE REQUIRED ALONG EAST CHAPIN STREET.
8. ALL EASEMENTS SHOWN ARE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE.
9. ADDITIONAL FIRE HYDRANTS MIGHT BE REQUIRED AT BUILDING PERMIT STAGE.
10. A SIX FOOT SIDEWALK AND ADA RAMPS ARE REQUIRED ALONG I--69C (US 281).

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR", WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO 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, A EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL, AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND RESERVE 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 15' 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 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 THIS 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 GRADUALLY 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 10' IN WIDTH, THE CENTERM 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 EASEMENT CONVEYED HEREIN. WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE, THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF 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 EXECUTED THIS INSTRUMENT THIS 19 DAY OF October, 2022.

ADAK GROUP, LLC — DATE
AARON RIVERA, PRESIDENT
1901 PECAN BLVD.
McALLEN, TX 78501

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

ON: Jan 31, 2023 AT 9:29 AM/PM
INSTRUMENT NUMBER 3417466
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

PRINCIPAL CONTACTS:

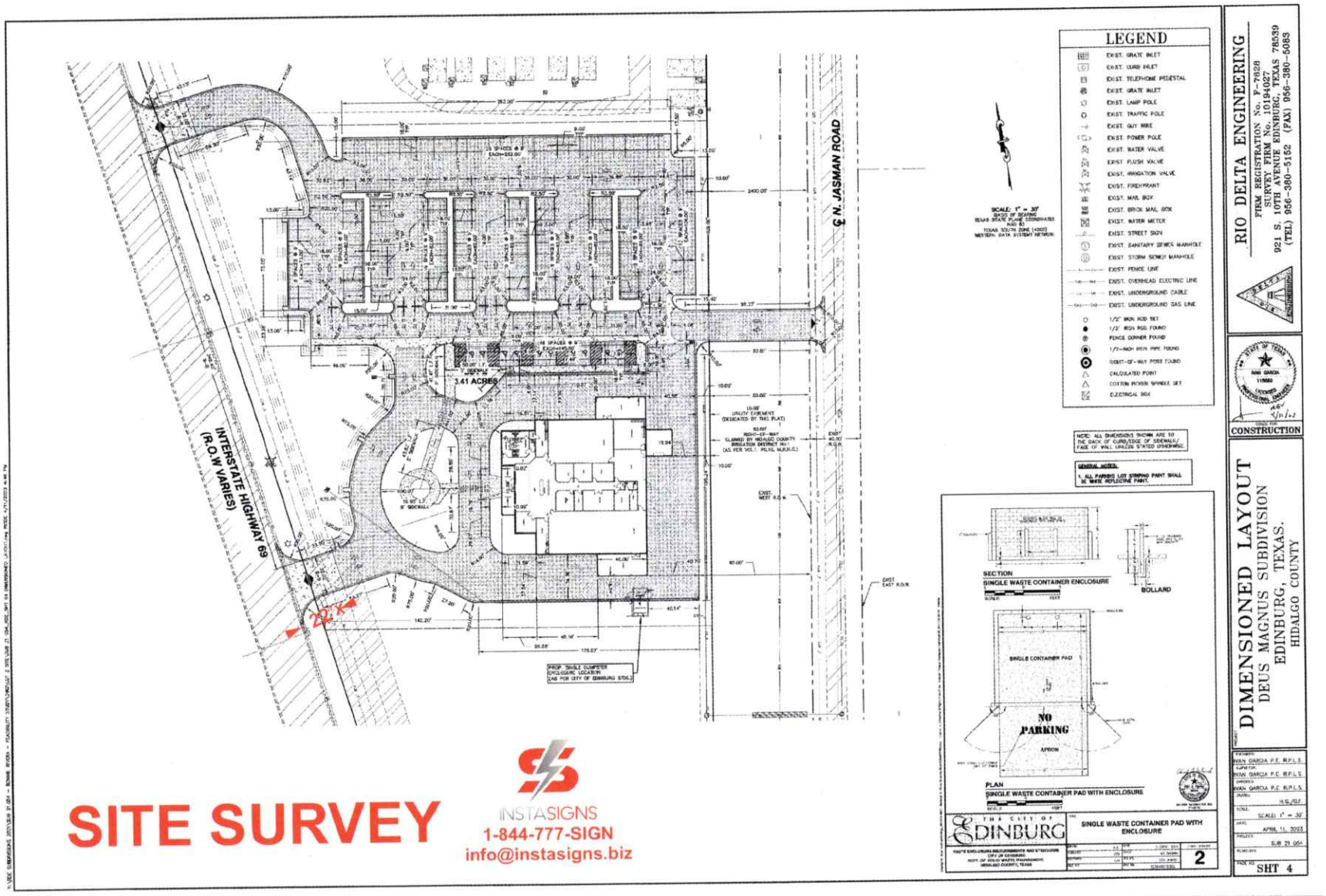
NAME	ADDRESS		PHONE & FAX
OWNER: AARON RIVERA – ADAK GROUP, LLC	1901 PECAN BLVD.	McALLEN, TX 78501	
ENGINEER: IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE.	EDINBURG, TX 78539	(956) 380–5152 (956) 380–5083
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE.	EDINBURG, TX 78539	(956) 380–5152 (956) 380–5083

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F–7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956–380–5152 (FAX) 956–380–5083

ISSUED FOR: FINAL

PLAT SHEET
DEUS MAGNUS SUBDIVISION
EDINBURG, TEXAS.
HIDALGO COUNTY

ENGINEER:	IVAN GARCIA P.E. R.P.L.S
SURVEYOR:	IVAN GARCIA P.E. R.P.L.S
COUNCIL:	IVAN GARCIA P.E. R.P.L.S
DRAWN:	DANIEL RODRIGUEZ E.I.T
SCALE:	1" = 100'
DATE:	SEPTEMBER 29, 2022
PROJECT:	SUB 21 054
REVISIONS:	
PAGE NO.:	1-OF-1


SITE SURVEY
INSTASIGNS
1-844-777-SIGN
info@instasigns.biz
INTERSTATE HIGHWAY 69
(R.O.W VARIES)
N. JASMAN ROAD
3.41 ACRES
LEGEND
EXIST. GRATE INLET
EXIST. CURB INLET
EXIST. TELEPHONE PEDESTAL
EXIST. GRATE INLET
EXIST. LAMP POLE
EXIST. TRAFFIC POLE
EXIST. GUY WIRE
EXIST. POWER POLE
EXIST. WATER VALVE
EXIST. FLUSH VALVE
EXIST. IRRIGATION VALVE
EXIST. FIREHYDRANT
EXIST. MAIL BOX
EXIST. BRICK MAIL BOX
EXIST. WATER METER
EXIST. STREET SIGN
EXIST. SANITARY SEWER MANHOLE
EXIST. STORM SEWER MANHOLE
EXIST. FENCE LINE
EXIST. OVERHEAD ELECTRIC LINE
EXIST. UNDERGROUND CABLE
EXIST. UNDERGROUND GAS LINE
1/2" IRON ROD SET
1/2" IRON ROD FOUND
FENCE CORNER FOUND
1/2-INCH IRON PIPE FOUND
RIGHT-OF-WAY POST FOUND
CALCULATED POINT
COTTON PICKER SPINDLE SET
ELECTRICAL BOX
NOTE: ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB/EDGE OF SIDEWALK/ FACE OF WALL UNLESS STATED OTHERWISE.
GENERAL NOTES:
1. ALL PARKING LOT STRIPING PAINT SHALL BE WHITE REFLECTIVE PAINT.
SECTION
SINGLE WASTE CONTAINER ENCLOSURE
BOLLARD
SINGLE CONTAINER PAD
NO PARKING
APRON
PLAN
SINGLE WASTE CONTAINER PAD WITH ENCLOSURE
THE CITY OF EDINBURG
SINGLE WASTE CONTAINER PAD WITH ENCLOSURE
2
RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7828
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083
CONSTRUCTION
DIMENSIONED LAYOUT
DEUS MAGNUS SUBDIVISION
EDINBURG, TEXAS.
HIDALGO COUNTY
SCALE: 1" = 30'
APRIL 11, 2025
SHT 4

THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

SIGN VARIANCE APPLICATION

Today's Date: 6-25-25

Case # : VAR-2025-0297

OWNER INFORMATION

Name: Aaron Rivera Phone No. : 956 648-2648

Contact Name:

Mailing Address: 1300 N. I-69 City: Edinburg Zip: 78539

Email Address: Ron@riverahillcrest.com

APPLICANT INFORMATION

Name: Aaron Rivera Phone No. : (956) 648-2648

Contact Name: Aaron Rivera

Mailing Address: 1300 I-69C N Frontage Rd City: Edinburg Zip: 78542

Email Address:

PROPERTY INFORMATION

Address: 1300 I-69C N Frontage Rd Edinburg TX 78542 United States

Legal Description of Property: Lot 2 Deus Magnus Subdivisión

Property ID(s): Present Zoning:

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

Ordinance Requirements (s):

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

to build in the Utility easement

Aaron Rivera

(Please Print Name)

Signature

AMOUNT PAID $

RECEIPT NUMBER

APPLICATION RECEIVED BY: TILFRED FARLEY

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:295954 CORTINA CHRIS ELDA
9346 GILLCROSS WAY
SAN ANTONIO, TX 78250-2734

PID:295957 GARCIA IRIS E
906 CROWN CIR
EDINBURG, TX 78539-7017

PID:295959 GARCIA IRIS E
906 CROWN CIR
EDINBURG, TX 78539-7017

PID:0
NO DATA

PID:1471957 EDINBURG PARTNERS INC
1722 PECAN AVE
MCALLEN, TX 78501-4217

PID:1471956 ADAK GROUP LLC
1901 PECAN BLVD
MCALLEN, TX 78501-6730

PID:1471955 ADAK GROUP LLC
1901 PECAN BLVD
MCALLEN, TX 78501-6730

PID:1471954 ADAK GROUP LLC
1901 PECAN BLVD
MCALLEN, TX 78501-6730

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
AWARDING OF BID
Agenda Item No: 8.A.
West Infrastructure Improvements

1. **Agenda Item:**
Consider Awarding Bid No. 2025-24, West Infrastructure Improvements to Longhorn Excavators, Inc., in the Amount of $5,889,690.69 which Includes the Approved Additive Alternates, and Authorize City Manager to Enter Into an Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
On Tuesday, August 5, 2025, bids were opened for Bid No. 2025-24, West Infrastructure Improvements. A total of two (2) bids were received and opened. 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.

Below is the list of contractors that responded to the bid:
Longhorn Excavator, Inc. of Richmond, Texas
All Valley Innovations Group, LLC.

The project consists of the second phase of Operational Sequence I, and the first phase of Operational Sequence II for the construction and installation of the necessary infrastructure required for the compliant operation of the City's 956C permit and development plan. The schedule outlined under Section 3.7.1 Schedule of Development (30TAC §330.61(d)(9)(B) &(C)) of our Waste Acceptance Plan, Existing Conditions Summary and Facility Layout, outlines the infrastructure that must be installed and in operation prior to the State of Texas, through TCEQ, authorizing the City to continue landfill operations under this new permit and unit.

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

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

If approved, this project is expected to be completed within six (6) months upon issuance of the purchase order.

Funds for this Landfill Expansion Project are available in the Capital Project Fund (Fund 211) Certificates of Obligation, Series 2025.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2025-24 West Infrastructure Improvements to Longhorn Excavators, Inc., in the Amount of $5,889,690.69 which Includes the Approved Additive Alternates 002, 004

and 005, and Authorize City Manager to Enter Into an Agreement Related Thereto.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Celene Casarez, Assistant Director of Solid Waste Management

Attachments:

A. Recommendation of Award
B. Bid Tabulation
C. Notice to Bidders
D. All Valley Innovations Group, LLC
E. Longhorn Excavators, Inc.
F. Bid Bond - Longhorn Excavators, Inc.
G. Agreement
H. Bidders List

PH 361-814-9900 4501 Gollihar
HANSON-INC.COM Corpus Christ, Texas 78411

August 7, 2025

Mr. Ramiro Gomez
Director, Solid Waste Management
City of Edinburg
8601 Jasman Rd.
Edinburg, TX 78542

RE: West Infrastructure Improvements Edinburg Regional Disposal Facility
TCEQ Permit MSW-956C

Dear Mr. Gomez,

Bids were publicly opened and read aloud for the above referenced project on Tuesday, August 5, 2025. The project includes the construction of the West Infrastructure Improvents. 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 All Valley Innovations 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.

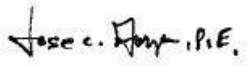
We reviewed the information provided by Longhorn Excavators in their Qualifications Statement. Longhorn has been in business in Texas since 1993 and has successfully completed many landfill construction projects and is currently constructing the Landfill Perimeter Drainage Improvements project and the Type IV, Module M-5 Construction 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 $5,889,690.69 which includes the approved Additive Alternates.

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 2025-24

TABULATION OF BIDS

CITY OF EDINBURG, TEXAS

TABULATED BY: Jose C. Garza, P.E.
DESIGN ENGINEER: Hanson Professional Services Inc.
BID DATE: Tuesday, August 5, 2025

BID 2025-24 **West Infrastructure Improvements Edinburg Regional Disposal Facility TCEQ Permit MSW-956-C** **BASE BID**	**Longhorn Excavators, Inc.** 1819 First Oaks Street Suite 140 Richmond, TX 77406	****All Valley Innovations Group LLC** 12619 N Mayberry Rd Mission, TX 78573

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	**$ 208,447.69**	**$ 208,447.69**	$ 500,000.00	$ 500,000.00
002	Perimeter Access Road/Berm Excavation, complete in place ready to use	CY	53,800	**$ 3.60**	**$ 193,680.00**	$ 14.00	$ 753,200.00
003	Perimeter Access Road/Berm Fill, complete in place ready to use	CY	43,100	**$ 1.20**	**$ 51,720.00**	$ 17.00	$ 732,700.00
004	Perimeter Access Road/Berm Road Base (12" Caliche/Geosynthetics), complete in place ready to use	SY	23,200	**$ 18.57**	**$ 430,824.00**	$ 22.00	$ 510,400.00
005	Pond W1 Excavation, complete in place ready to use	CY	18,200	**$ 3.69**	**$ 67,158.00**	$ 14.00	$ 254,800.00
006	Pond W1 Fill, complete in place ready to use	CY	15,900	**$ 1.20**	**$ 19,080.00**	$ 17.00	$ 270,300.00
007	Pond W1 Subgrade Preparation, complete in place ready to use	AC	10	**$ 2,790.00**	**$ 27,900.00**	$ 10,000.00	$ 100,000.00
008	Pond W1 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	**$ 0.51**	**$ 234,600.00**	$ 1.50	$ 690,000.00
009	Pond W1 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	**$ 0.36**	**$ 165,600.00**	$ 1.35	$ 621,000.00
010	Pond W2 Excavation, complete in place ready to use	CY	58,450	**$ 3.69**	**$ 215,680.50**	$ 14.00	$ 818,300.00
011	Pond W2 Fill, complete in place ready to use	CY	13,250	**$ 1.20**	**$ 15,900.00**	$ 17.00	$ 225,250.00
012	Pond W2 Subgrade Preparation, complete in place ready to use	AC	10	**$ 2,790.00**	**$ 27,900.00**	$ 10,000.00	$ 100,000.00
013	Pond W2 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	**$ 0.51**	**$ 234,600.00**	$ 1.50	$ 690,000.00
014	Pond W2 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	**$ 0.36**	**$ 165,600.00**	$ 1.35	$ 621,000.00
015	Pond W6 Excavation, complete in place ready to use	CY	252,600	**$ 3.90**	**$ 985,140.00**	$ 14.00	$ 3,536,400.00
016	Pond W6 Fill, complete in place ready to use	CY	550	**$ 1.20**	**$ 660.00**	$ 17.00	$ 9,350.00
017	Pond W6 Subgrade Preparation, complete in place ready to use	AC	10	**$ 2,790.00**	**$ 27,900.00**	$ 10,000.00	$ 100,000.00
018	Pond W6 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	**$ 0.51**	**$ 234,600.00**	$ 1.50	$ 690,000.00
019	Pond W6 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	**$ 0.36**	**$ 165,600.00**	$ 1.35	$ 621,000.00
020	Ditch C1.A, C1.B, & C1.C (2,609 LF) Excavation, complete in place ready to use	CY	6,100	**$ 3.90**	**$ 23,790.00**	$ 8.00	$ 48,800.00
021	Ditch C7.A Excavation (1,771 LF), complete in place ready to use	CY	3,350	**$ 3.90**	**$ 13,065.00**	$ 8.00	$ 26,800.00
022	Ditch C6.C, C6.B, &C6.A (1,722 LF) Excavation, complete in place ready to use	CY	2,750	**$ 3.90**	**$ 10,725.00**	$ 8.00	$ 22,000.00
023	Ditch C5.A, C5.B, C5.C (1,710 LF) Excavation, complete in place ready to use	CY	10,750	**$ 3.90**	**$ 41,925.00**	$ 8.00	$ 86,000.00
024	Ditch C4.A & C4.B (1,054 LF) Excavation, complete in place ready to use	CY	3,000	**$ 3.90**	**$ 11,700.00**	$ 8.00	$ 24,000.00
025	Pond W1 (3) 6' x 3' Box Culverts (66 LF), complete in place ready to use	LF	198	**$ 1,311.00**	**$ 259,578.00**	$ 700.00	$ 138,600.00
026	Pond W2 (6) 4' x 2' Box Culverts (77 LF), complete in place ready to use	LF	462	**$ 819.00**	**$ 378,378.00**	$ 950.00	$ 438,900.00
027	Pond W6 (6) 6' x 3' Box Culverts (56 LF), complete in place ready to use	LF	336	**$ 1,311.00**	**$ 440,496.00**	$ 700.00	$ 235,200.00
028	Additional Culverts (4) 4' x 2' Box Culverts (76 LF & 51 LF), complete in place ready to use	LF	254	**$ 819.00**	**$ 208,026.00**	$ 950.00	$ 241,300.00
029	Raise Sanitary Sewer Manhole, complete in place ready to use	EA	1	**$ 17,472.00**	**$ 17,472.00**	$ 5,500.00	$ 5,500.00
030	Perimeter Fence, (8 ft. tall), complete in place ready to use	LF	2,055	**$ 22.50**	**$ 46,237.50**	$ 65.00	$ 133,575.00
031	Electrical Service Reconnection (Panels SD-3, SD-2, & SD-1), complete in place ready to use	LS	1	**$ 8,514.00**	**$ 8,514.00**	$ 25,000.00	$ 25,000.00
032	Electrical Service Reconnection (Panel SD-4), complete in place ready to use	LS	1	**$ 5,433.00**	**$ 5,433.00**	$ 25,000.00	$ 25,000.00
033	Electrical Service Reconnection (Panel SD-5), complete in place ready to use	LS	1	**$ 4,314.00**	**$ 4,314.00**	$ 25,000.00	$ 25,000.00
034	Electrical Service Reconnection (Panels SD-6 & SD-7), complete in place ready to use	LS	1	**$ 8,514.00**	**$ 8,514.00**	$ 25,000.00	$ 25,000.00
035	Electrical Service Reconnection (Panel SD-8), complete in place ready to use	LS	1	**$ 4,314.00**	**$ 4,314.00**	$ 25,000.00	$ 25,000.00
036	Electrical Service Reconnection (Panel 2A), complete in place ready to use	LS	1	**$ 4,314.00**	**$ 4,314.00**	$ 25,000.00	$ 25,000.00
037	Electrical Service Reconnection (Panel 2B), complete in place ready to use	LS	1	**$ 4,314.00**	**$ 4,314.00**	$ 25,000.00	$ 25,000.00
038	Electrical Service Reconnection (Panel 4A), complete in place ready to use	LS	1	**$ 4,314.00**	**$ 4,314.00**	$ 25,000.00	$ 25,000.00

TABULATION OF BIDS

CITY OF EDINBURG, TEXAS

TABULATED BY: Jose C. Garza, P.E.
DESIGN ENGINEER: Hanson Professional Services Inc.
BID DATE: Tuesday, August 5, 2025

BID 2025-24 **West Infrastructure Improvements Edinburg Regional Disposal Facility TCEQ Permit MSW-956-C** **BASE BID**	**Longhorn Excavators, Inc.** 1819 First Oaks Street Suite 140 Richmond, TX 77406	****All Valley Innovations Group LLC** 12619 N Mayberry Rd Mission, TX 78573

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
039	Electrical Service Reconnection (Panel 4B), complete in place ready to use	LS	1	**$ 4,314.00**	**$ 4,314.00**	$ 25,000.00	$ 25,000.00
040	Electrical Service Reconnection (Panel 6A), complete in place ready to use	LS	1	**$ 5,433.00**	**$ 5,433.00**	$ 25,000.00	$ 25,000.00
041	Panelboards, complete in place ready to use	LS	1	**$ 127,233.00**	**$ 127,233.00**	$ 12,000.00	$ 12,000.00
042	Leachate Collection System Riser Headwall (SD-2, SD-3, SD-4, SD-5, SD-6, SD-7, SD-8, SD-2A, SD-2B, SD-4A, SD-4B, SD-6A, & SD-6B), complete in place ready to use	EA	13	**$ 16,800.00**	**$ 218,400.00**	$ 9,500.00	$ 123,500.00
043	Underground Trenching and Conduit Installation (2 1/2"), complete in place ready to use	LF	7,100	**$ 23.37**	**$ 165,927.00**	$ 79.00	$ 560,900.00
044	Gas Probes w/Retaining Wall (GP-34, GP-26, GP-27, GP-28, GP-29, GP-30, & GP-31), complete in place ready to use	EA	7	**$ 14,016.00**	**$ 98,112.00**	$ 8,000.00	$ 56,000.00
045	Monitoring Well Retaining Wall (MW-2R, MW-24, MW-9R, MW-23, & MW-10), complete in place ready to use	EA	5	**$ 4,704.00**	**$ 23,520.00**	$ 5,500.00	$ 27,500.00
046	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
001	Additive Alternate Perimeter Fence (30 ft. tall), complete in place ready to use	LF	2,000	**$ 228.00**	**$ 456,000.00**	$ 225.00	$ 450,000.00
*002	Additive Alternate Building Demolition, complete in place ready to use	LS	1	**$ 15,900.00**	**$ 15,900.00**	$ 150,000.00	$ 150,000.00
003	Additive Alternate Future West Ponds/Minimum 100,000 CY	CY	100,000	**$ 3.90**	**$ 390,000.00**	$ 27.00	$ 2,700,000.00
*004	Additive Alternate New Gas Probes (GP-107, GP-108, GP-109, GP-110, GP-111, GP-112, GP-113, GP-114, GP-115, GP-116, GP-117, & GP-118), complete in place ready to use	EA	12	**$ 7,842.00**	**$ 94,104.00**	$ 8,000.00	$ 96,000.00
*005	Additive Alternate New Monitoring Wells (MW-108, MW-109, MW-110, MW-111, MW-112, MW-113, MW-114, MW-115, MW-116, MW-117, & MW-118), complete in place ready to use	EA	11	**$ 10,794.00**	**$ 118,734.00**	$ 5,500.00	$ 60,500.00
SUBTOTAL *Unit Price Bids* (Items 001 thru 046) & *Additive Alternates* (Items 001-005)					**$ 6,735,690.69**		$ 17,780,775.00

TOTAL OF ALL UNIT PRICE BASE BID ITEMS	**$ 5,660,952.69**	**$ 14,324,275.00**
TOTAL OF ALL UNIT PRICE BASE BID ITEMS AND ADDITIVE ALTERNATES	**$ 6,735,690.69**	**$ 17,780,775.00**
TOTAL OF ALL UNIT PRICE BASE BID ITEMS AND APPROVED ADDITIVE ALTERNATES	**$ 5,889,690.69**	**$ 14,630,775.00**

***Approved Additive Alternates 002, 004, & 005**
****Mathematical Errors Corrected**

INVITATION FOR BID

2025-24

WEST INFRASTRUCTURE IMPROVEMENTS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 16, 2025

DEADLINE FOR QUESTIONS: July 29, 2025

RESPONSE DEADLINE: August 5, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
INVITATION FOR BID
West Infrastructure Improvements

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

Attachments:

A - Division 0 - Bidder and Contract Documents

B - Division 1 - General Requirements

C - Division 2 - Sitework

D - Division 3 - Concrete

E - Division 26 - Electrical

F - Appendices.

G - Attachment_I_Insurance_Requirement

H - 20L0246C-West Infrastructure Improvements 20250629

I - Rules for Electronic Bidding

1. Introduction

1.1. Summary

Providing the necessary labor, equipment supervision, and expertise to construct the West Infrastructure Improvements which includes stormwater retention ponds and drainage ditches that flow into these ponds, perimeter berms and roadway improvements, culverts, perimeter fencing, electrical service adjustments, and other miscellaneous improvements associated with this work for the City of Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C 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, July 24, 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

Jose Garza
Civil Engineer
4501 Gollihar
Corpus Christi, TX 78411
Email: jgarza@hanson-inc.com
Phone: (361) 414-6471

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	July 16, 2025
Pre-Bid Conference (Mandatory)	July 24, 2025, 10:30am City of Edinburg Jasman Road Complex located at 8601 N. Jasman Road, Edinburg, TX 78542 Bids will not be accepted from Bidders that do not attend the mandatory Pre-Bid Conference.

Question Submission Deadline	July 29, 2025, 5:00pm
Bid Submission Deadline	August 5, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for West Infrastructure Improvements.

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

3:00 pm, Tuesday, August 5, 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, August 5, 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. 2025-24" 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. 2025-24

If you have any questions or require additional information contained the Bid, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Tuesday, July 29, 2025.

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: West Infrastructure Improvements

INTENT

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

SUBMITTAL OF "HARD COPY" BID

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold Bids **60** days after deadline without taking action. Respondents are required to hold their Bids firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

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

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

NUMBER OF CONTRACTS

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

STATUTORY REQUIREMENTS

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

ALTERATIONS/AMENDMENTS TO BID

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

NO RESPONSE TO BID

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

LIST OF EXCEPTIONS

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

PAYMENT

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

SYNONYM

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

RESPONDENT'S EMPLOYEES

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

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

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

VERBAL THREATS AND OFFICIAL CONTACT

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

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

Respondent’s past performance shall be taken into consideration in the evaluation of Bid submittal.

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

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

BID PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND RESPONDENT TO BID

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

COOPERATIVE PRICING

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

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

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

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

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

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

4. Specifications

4.1. West Infrastructure Improvements

The project consists of providing the necessary labor, equipment supervision, and expertise to construct the West Infrastructure Improvements which includes stormwater retention ponds and drainage ditches that flow into these ponds, perimeter berms and roadway improvements, culverts, perimeter fencing, electrical service adjustments, and other miscellaneous improvements associated with this work for the City of Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C and all other work as described in these specifications and on the attached project plans.

See vendor questionnaire and attachments for details.

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes

☐ No

*Response required

5.5. Solicitation Forms

*5.5.1. 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

*5.5.2. The attached Statement of Qualifications will need to be completed, signed, and uploaded.**

Please download the below documents, complete, and upload.

- C451_Qualifications_Stateme...

*Response required

5.5.3. Please review the attached Performance Bond form.

- C610_Performance_Bond_2018.pdf

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

☐ Yes
☐ No

*Response required

5.5.5. Please review the attached Payment Bond form.

- C615_Payment_Bond_2018.pdf

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

☐ Yes
☐ No

*Response required

*5.5.7. The attached Agreement will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- C520_Agreement_between_Owne...

*Response required

*5.5.8. The attached Certificate Regarding Debarment form will need to be signed and uploaded.**

Please download the below documents, complete, and upload.

- Certificate_Regarding_Debar...

*Response required

*5.5.9. The attached Form of Business form will need to be completed and uploaded.**

Please download the below documents, complete, and upload.

- Form_of_Business_Document_0...

*Response required

*5.5.10. the attached Non-Bribery Model form will need to be signed and uploaded.**

Please download the below documents, complete, and upload.

- Non_Bribery_Model_Form_-_SE...

*Response required

*5.5.11. The attached Bid Bond will need to be completed, signed, and uploaded.**

Please download the below documents, complete, and upload.

- Bid_Bond_-_SECTION_01311_(2...

*Response required

*5.5.12. The attached Past Performance Reference form will need to be completed, signed, and uploaded.**

Please download the below documents, complete, and upload.

- Past_Performance_Evaluation...

*Response required

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[ALL VALLLEY INNOVATIONS GROUP LLC] RESPONSE DOCUMENT REPORT

ITB No. 2025-24

West Infrastructure Improvements

RESPONSE DEADLINE: August 5, 2025 at 3:00 pm

Report Generated: Tuesday, August 5, 2025

ALL VALLLEY INNOVATIONS GROUP LLC Response

CONTACT INFORMATION

Company:
ALL VALLLEY INNOVATIONS GROUP LLC

Email:
sramos@avigroup.us

Contact:
ENRIQUE CASTELLANOS

Address:
12619 N Mayberry Rd
Mission, TX 78573

Phone:
N/A

Website:
N/A

Submission Date:
Aug 5, 2025 1:59 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 3, 2025 1:04 PM by ENRIQUE CASTELLANOS

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

WEST_INFRAESTRUCTURE_IMPROVEMENTS_BID_INFO.pdf

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

CIQ.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

CERT_OF_INSURANCE_(1).pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_CITY_OF_EDINBURG.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_EDINBURG.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_(1).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...

Scan_20250805.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

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...

BID_FOR_WITHOUT_NUMBERS.pdf
bid_edinburg.pdf
WEST_INFRAESTRUCTURE_IMPROVEMENTS_BID_INFO.pdf

THE ATTACHED STATEMENT OF QUALIFICATIONS WILL NEED TO BE COMPLETED, SIGNED, AND UPLOADED.*
Please download the below documents, complete, and upload.

- C451_Qualifications_Stateme...

C451_Qualifications_Statement_2018.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.

- C610_Performance_Bond_2018.pdf

WEST_INFRAESTRUCTURE_PERFORMANCE_BOND_LETTER.pdf

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

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.

- C615_Payment_Bond_2018.pdf

WEST_INFRAESTRUCTURE_BOND_LETTER.pdf

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

THE ATTACHED AGREEMENT WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- C520_Agreement_between_Owne...

C520_Agreement_between_Owner_and_Contractor_for_Construction_Contract_Stipulated_Price_20250304.pdf

THE ATTACHED CERTIFICATE REGARDING DEBARMENT FORM WILL NEED TO BE SIGNED AND UPLOADED.*
Please download the below documents, complete, and upload.

- Certificate_Regarding_Debar...

Certificate_Regarding_Debarment_-_Document_00644_(3).pdf

THE ATTACHED FORM OF BUSINESS FORM WILL NEED TO BE COMPLETED AND UPLOADED.*
Please download the below documents, complete, and upload.

- Form_of_Business_Document_0...

Form_of_Business_Document_00645_(2).pdf

THE ATTACHED NON-BRIBERY MODEL FORM WILL NEED TO BE SIGNED AND UPLOADED.*
Please download the below documents, complete, and upload.

- Non_Bribery_Model_Form_-_SE...

Non_Bribery_Model_Form_-_SECTION_00113_(2).pdf

THE ATTACHED BID BOND WILL NEED TO BE COMPLETED, SIGNED, AND UPLOADED.*
Please download the below documents, complete, and upload.

- Bid_Bond_-_SECTION_01311_(2...

WEST_INFRAESTRUCTURE_BOND_LETTER.pdf

THE ATTACHED PAST PERFORMANCE REFERENCE FORM WILL NEED TO BE COMPLETED, SIGNED, AND UPLOADED.*
Please download the below documents, complete, and upload.

- Past_Performance_Evaluation...

Past_Performance_Evaluation.pdf



PROJECT:
WEST INFRAESTRUCTURE IMPROVEMENTS

BASE BID: $14,324,275.00
ALTERNATES: $3,456,500.00
BASE BID + ALTERNATES : 17,777,775.00

TIME COMPLETITION:
850 DAYS.

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.**

All Valley Innovations 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.**

City of Edinburg

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

Carlos de la Rosa
Name of signatory

Garritu
Signature

August 5th,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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/11/2025

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 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
KAR INSURANCE
1300 JADE ST
PENITAS, TX 78576

CONTACT NAME: DIANA TAVAREZ
PHONE (A/C, No, Ext): (956)585-0111 FAX (A/C, No): (956)585-0645
E-MAIL ADDRESS: KARINSURANCE7@GMAIL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE COMPANY	41297
INSURER B: TEXAS MUTUAL WORKER'S COMP	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ALL VALLEY INNOVATIONS GROUP LLC
1918 W VENTURA
PHARR, TX 78577

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CPS8173812	03/18/2025	03/18/2026	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 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP $2500 /UNMOT	$ $ $ $ $
	[ ] 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 [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002101484	10/26/2024	10/26/2025	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	EQUIPMENT COVERAGE			CPS8173812	3/18/2025	3/18/2026	COVERAGE AMOUNT STATED Deductible: $1,000.00	

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

CERTIFICATE HOLDER

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: ____August 5th, 2025

Printed Name and Title: Carlos de la Rosa/ Project Manager

Company/Vendor Name: All Valley Innovations Group LLC

Authorized Signatory:

X _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: All Valley Innovations Group LLC.
(Full, correct legal name)

- Address: 12619 N Mayberry Rd, Mission, Texas. 78573
- Telephone/Fax: 956.586.9119
- Email address: Carlos.avigroup@gmail.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? 12619 N Mayberry Rd. Mission, Tx, 78573

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: Carlos de la Rosa
Address: 12619 N Mayberry Rd, Mission, Texas. 78573
Telephone: 956.586.9119
Fax:
Email: carlos.avigroup@gmail.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.
    AVIG 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

_Enrique J Castellanos_____, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of AVIG 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 Owner

Subscribed and sworn to me this 5th day of August 2025.

By:

Notary Public

Dayanne Castellanos
My Commission Expires
7/10/2028
Notary ID 134983605

HOUSE BILL 89 VERIFICATION

I, __Carlos de la Rosa_____, the undersigned representative of

ALL VALLEY INNOVATIONS 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:

Garrito

___Carlos de la Rosa/ Project Manager_____

TYPE/PRINT NAME AND TITLE:

___August 5th,2025_____ DATE:

SENATE BILL 13 VERIFICATION

I, Carlos de la Rosa, the undersigned representative of

ALL VALLEY INNOVATIONS 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.

Garritu

SIGNATURE OF COMPANY REPRESENTATIVE:

Carlos de la Rosa

TYPE/PRINT NAME AND TITLE:

August 5th, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Carlos de la Rosa, the undersigned representative of ALL VALLEY INNOVATIONS 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.*

Garrittu

SIGNATURE OF COMPANY REPRESENTATIVE:

Carlos de la Rosa/ Project Manager

TYPE/PRINT NAME AND TITLE:

August 5th, 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.**

All Valley Innovations 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.**

City of Edinburg

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

Carlos de la Rosa
Name of signatory

Garritu
Signature

August 5th,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		$
002	Perimeter Access Road/Berm Excavation, complete in place ready to use	CY	53,800		$
003	Perimeter Access Road/Berm Fill, complete in place ready to use	CY	43,100		$
004	Perimeter Access Road/Berm Road Base (12" Caliche/Geosynthetics), complete in place ready to use	SY	23,200		$

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005	Pond W1 Excavation, complete in place ready to use	CY	18,200		$
006	Pond W1 Fill, complete in place ready to use	CY	15,900		$
007	Pond W1 Subgrade Preparation, complete in place ready to use	AC	10		$
008	Pond W1 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000		$
009	Pond W1 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000		$
010	Pond W2 Excavation, complete in place ready to use	CY	58,450		$
011	Pond W2 Fill, complete in place ready to use	CY	13,250		$
012	Pond W2 Subgrade Preparation, complete in place ready to use	AC	10		$
013	Pond W2 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000		$
014	Pond W2 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000		$
015	Pond W6 Excavation, complete in place ready to use	CY	252,600		$
016	Pond W6 Fill, complete in place ready to use	CY	550		$
017	Pond W6 Subgrade Preparation, complete in place ready to use	AC	10		$
018	Pond W6 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000		$
019	Pond W6 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000		$
020	Ditch C1.A, C1.B, & C1.C (2,609 LF) Excavation, complete in place ready to use	CY	6,100		$
021	Ditch C7.A Excavation (1,771 LF), complete in place ready to use	CY	3,350		$
022	Ditch C6.C, C6.B, & C6.A (1,722 LF) Excavation, complete in place ready to use	CY	2,750		$
023	Ditch C5.A, C5.B, C5.C (1,710 LF) Excavation, complete in place ready to use	CY	10,750		$
024	Ditch C4.A & C4.B (1,054 LF) Excavation, complete in place ready to use	CY	3,000		$

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025	Pond W1 (3) 6’ x 3’ Box Culverts (66 LF), complete in place ready to use	LF	198		$
026	Pond W2 (6) 4’ x 2’ Box Culverts (77 LF), complete in place ready to use	LF	462		$
027	Pond W6 (6) 6’ x 3’ Box Culverts (56 LF), complete in place ready to use	LF	336		$
028	Additional Culverts (4) 4’ x 2’ Box Culverts (76 LF & 51 LF), complete in place ready to use	LF	254		$
029	Raise Sanitary Sewer Manhole, complete in place ready to use	EA	1		$
030	Perimeter Fence, (8 ft. tall), complete in place ready to use	LF	2,055		$
031	Electrical Service Reconnection (Panels SD-3, SD-2, & SD-1), complete in place ready to use	LS	1		$
032	Electrical Service Reconnection (Panel SD-4), complete in place ready to use	LS	1		$
033	Electrical Service Reconnection (Panel SD-5), complete in place ready to use	LS	1		$
034	Electrical Service Reconnection (Panels SD-6 & SD-7), complete in place ready to use	LS	1		$
035	Electrical Service Reconnection (Panel SD-8), complete in place ready to use	LS	1		$
036	Electrical Service Reconnection (Panel 2A), complete in place ready to use	LS	1		$
037	Electrical Service Reconnection (Panel 2B), complete in place ready to use	LS	1		$
038	Electrical Service Reconnection (Panel 4A), complete in place ready to use	LS	1		$
039	Electrical Service Reconnection (Panel 4B), complete in place ready to use	LS	1		$
040	Electrical Service Reconnection (Panel 6A), complete in place ready to use	LS	1		$
041	Panelboards, complete in place ready to use	LS	1		$

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042	Leachate Collection System Riser Headwall (SD-2, SD-3, SD-4, SD-5, SD-6, SD-7, SD-8, SD-2A, SD-2B, SD-4A, SD-4B, SD-6A, & SD-6B), complete in place ready to use	EA	13		$
043	Underground Trenching and Conduit Installation (2 ½"), complete in place ready to use	LF	7,100		$
044	Gas Probes w/Retaining Wall (GP-34, GP-26, GP-27, GP-28, GP-29, GP-30, & GP-31, complete in place ready to use	EA	7		$
045	Monitoring Well Retaining Wall (MW-2R, MW-24, MW-9R, MW-23, & MW-10), complete in place ready to use	EA	5		$
046	Allowance for Unanticipated Work Items, complete in place ready to use	LS	1	$50,000	$50,000
001	Additive Alternate Perimeter Fence (30 ft. tall), complete in place ready to use	LF	2000		$
002	Additive Alternate Building Demolition, complete in place ready to use	LS	1		$
003	Additive Alternate Future West Ponds/Minimum 100,000 CY	CY	100,000		$
004	Additive Alternate New Gas Probes (GP-107, GP-108, GP-109, GP-110, GP-111, GP-112, GP-113, GP-114, GP-115, GP-116, GP-117, & GP-118), complete in place ready to use	EA	12		$
005	Additive Alternate New Monitoring Wells (MW-108, MW-109, MW-110, MW-111, MW-112, MW-113, MW-114, MW-115, MW-116, MW-117, & MW-118), complete in place ready to use	EA	11		$
Total of All Unit Price Base Bid Items					$
Total of All Unit Price Base Bid Items and Additive Alternates 001-005					$

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.

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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 Perimeter Access Road/Berm Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of the perimeter access road/berm. Measurement for payment is by the cubic yard basis.

Item 003 Perimeter Access Road/Berm Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of the perimeter access road/berm. Measurement for payment is by the cubic yard basis.

Item 004 Perimeter Access Road/Berm Road Base (12" Caliche/Geosynthetics)

The Contractor shall install the base material, compact, and install geosynthetics for the perimeter access road/berm to the required elevations for the access road/berm. Measurement for payment is by the cubic yard basis.

Item 005 Pond W1 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of Pond W1 in accordance with the Linder Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 006 Pond W1 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of Pond W1 in accordance with Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

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Item 007 Pond W1 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 008 Pond W1 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 009 Pond W1 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Control Plan (LQCP) in Appendix II . Measurement for payment is by the square foot basis.

Item 010 Pond W2 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of Pond W2 in accordance with the Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 011 Pond W2 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of Pond W2 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 012 Pond W2 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 013 Pond W2 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 014 Pond W2 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 015 Pond W6 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of Pond W6 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 016 Pond W6 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of Pond W6 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

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Item 017 Pond W6 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 018 Pond W6 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 019 Pond W6 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 020 Ditch C1.A, C1.B, & C1.C (2,609 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 021 Ditch C7.A Excavation (1,771 LF)

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditch. Measurement for payment is by the cubic yard basis.

Item 022 Ditch C6.C, C6.B, & C6.A (1,722 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 023 Ditch C5.A, C5.B, C5.C (1,710 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 024 Ditch C4.A & C4.B (1,054 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 025 Pond W1 (3) 6’ x 3’ Box Culverts (66 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

Item 026 Pond W2 (6) 4’ x 2’ Box Culverts (77 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

Item 027 Pond W6 (6) 6’ x 3’ Box Culverts (56 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

Item 028 Additional Culverts (4) 4’ x 2’ Box Culverts (76 LF & 51 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

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Item 029 Raise Sanitary Sewer Manhole

The Contractor shall raise the existing sanitary sewer manhole to the required elevation. Measurement for payment is by each.

Item 030 Perimeter Fence (8 ft. tall)

The Contractor shall install a perimeter fence to the required height. It shall include 8 in. diameter x 12 ft. long CCA treated posts (20 ft. spacing), 10 ft. galvanized steel T-posts (5 ft. spacing), 8 ft. tall galvanized 12.5-gauge fixed knot field fence, and all other required materials such as hardware and braces to construct the fence. Contractor shall include removal and disposal of existing fence and brush clearing that is required to construct the fence.

Item 031 Electrical Service Reconnection (Panels SD-3, SD-2, & SD-1)

The Contractor shall disconnect and reconnect electrical service/panels as required to ensure they are fully functional and/or operational. Measurement for payment is by lump sum.

Item 032 Electrical Service Reconnection (Panel SD-4)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 033 Electrical Service Reconnection (Panel SD-5)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 034 Electrical Service Reconnection (Panel SD-6 & SD-7)

The Contractor shall disconnect and reconnect electrical service/panels as required to ensure they are fully functional and/or operational. Measurement for payment is by lump sum.

Item 035 Electrical Service Reconnection (Panel SD-8)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 036 Electrical Service Reconnection (Panel 2A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 037 Electrical Service Reconnection (Panel 2B)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 038 Electrical Service Reconnection (Panel 4A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 039 Electrical Service Reconnection (Panel 4B)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

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Item 040 Electrical Service Reconnection (Panel 6A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 041 Panelboards

The Contractor shall install seven electrical panelboards per electrical requirements. Panelboards to include service rack, panelboard, meter enclosure, trenching, and all electrical appurtenances. Measurement for payment is by lump sum.

Item 042 Leachate Collection System Riser Headwall

The Contractor shall construct headwalls at SD-2, SD-3, SD-4, SD-5, SD-6, SD-7, SD-8, SD-2A, SD-2B, SD-4A, SD-4B, SD-6A, & SD-6B. Measurement for payment is by each.

Item 043 Underground Trenching and Conduit Installation (7,100 LF)

The Contractor shall trench and install 2 ½" conduit per electrical requirements including pull boxes every 300 LF in preparation for the electrical utility to complete their work. It shall include any brush clearing required for installation. Measurement for payment is by the linear foot.

Item 044 Gas Probes with Retaining Wall (2-3 ft.)

The Contractor shall have a driller licensed in the State of Texas plug, abandon, and demolish the existing gas probes except for GP-34 which is already near the property line; supervised by the Owner's Engineer or Geologist. The gas probes shall be relocated to near the property line by a driller licensed in the State of Texas and supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the Installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C. The Contractor shall construct a small retaining wall around all the gas probes that will extend 6" above the adjacent sideslope. Measurement for payment is by each.

Item 045 Monitoring Well Retaining Wall (4-7 ft.)

The Contractor shall construct a retaining wall around the monitoring well that extends 6" above the adjacent sideslope. Measurement for payment is by each.

Item 046 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.

Item 001 Additive Alternate Perimeter Fence (30 ft. tall)

The Contractor shall install the perimeter fence to the required height. The perimeter fence shall be provided and installed by "Ace Golf Netting" or approved equal. It shall include steel poles, netting and all other materials, footings, and brush clearing required to install the fence. Measurement for payment is by the linear foot.

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Item 002 Additive Alternate Building Demolition (2,200 ft^2)

The Contractor shall demolish the building including foundation and dispose of material onsite. Measurement for payment is by the lump sum.

Item 003 Additive Alternate Future West Ponds (Minimum 100,000 CY)

The Contractor shall excavate a minimum of 100,000 cubic yards for future west ponds. Measurement for payment is by the cubic yard basis.

Item 004 Additive Alternate New Gas Probes

The Contractor shall have a driller licensed in the State of Texas install the new gas probes; supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C.

Item 005 Additive Alternate New Monitoring Wells

The Contractor shall have a driller licensed in the State of Texas install the new monitoring Wells; supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C.

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
Addendum #1	July 30, 2025

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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.
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.

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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.

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:

All Valley Innovations Group LLC

(typed or printed name of organization)

By: Garritu

(individual's signature)

Name: Carlos de la Rosa

(typed or printed)

Title: Project Manager

(typed or printed)

Date: August 5th 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: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: Carlos de la Rosa

(typed or printed)

Title: Project Manager

(typed or printed)

Phone: 956.586.9119

Email: carlos.avigroup@gmail.com

Address: 12619 N Mayberry Rd, Mission, Texas, 78573

Bidder's Contractor License No.: (if applicable) _____

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bid 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, Edinbu**

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

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 suc time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by I 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 A
001	Mobilization/Demobilization (≤ 5% of Total Base Bid)	LS	1	$ 500,000.00	$ 50
002	Perimeter Access Road/Berm Excavation, complete in place ready to use	CY	53,800	$ 14.00	$ 75
003	Perimeter Access Road/Berm Fill, complete in place ready to use	CY	43,100	$ 17.00	$ 73

	004	Perimeter Access Road/Berm Road Base (12” Caliche/Geosynthetics), complete in place ready to use	SY	23,200	$ 22.00	$ 51
005	Pond W1 Excavation, complete in place ready to use	CY	18,200	$ 14.00	$ 254,800.00	
006	Pond W1 Fill, complete in place ready to use	CY	15,900	$ 17.00	$ 270,300.00	
007	Pond W1 Subgrade Preparation, complete in place ready to use	AC	10	$ 10,000.00	$ 100,000.00	
008	Pond W1 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	$ 1.50	$ 690,000.00	
009	Pond W1 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	$ 1.35	$ 621,000.00	
010	Pond W2 Excavation, complete in place ready to use	CY	58,450	$ 14.00	$ 818,300.00	
011	Pond W2 Fill, complete in place ready to use	CY	13,250	$ 17.00	$ 225,250.00	
012	Pond W2 Subgrade Preparation, complete in place ready to use	AC	10	$ 10,000.00	$ 100,000.00	
013	Pond W2 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	$ 1.50	$ 690,000.00	
014	Pond W2 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	$ 1.35	$ 621,000.00	
015	Pond W6 Excavation, complete in place ready to use	CY	252,600	$ 14.00	$ 3,536,400.00	
016	Pond W6 Fill, complete in place ready to use	CY	550	$ 17.00	$ 9,350.00	
017	Pond W6 Subgrade Preparation, complete in place ready to use	AC	10	$ 10,000.00	$ 100,000.00	
018	Pond W6 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	$ 1.50	$ 690,000.00	
019	Pond W6 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	$ 1.35	$ 621,000.00	
020	Ditch C1.A, C1.B, & C1.C (2,609 LF) Excavation, complete in place ready to use	CY	6,100	$ 8.00	$ 48,800.00	
021	Ditch C7.A Excavation (1,771 LF), complete in place ready to use	CY	3,350	$ 8.00	$ 26,800.00	
022	Ditch C6.C, C6.B, & C6.A (1,722 LF) Excavation, complete in place ready to use	CY	2,750	$ 8.00	$ 22,000.00	
023	Ditch C5.A, C5.B, C5.C (1,710 LF) Excavation, complete in place ready to use	CY	10,750	$ 8.00	$ 86,000.00	
024	Ditch C4.A & C4.B (1,054 LF) Excavation, complete in place ready to use	CY	3,000	$ 8.00	$ 24,000.00	

025	Pond W1 (3) 6’ x 3’ Box Culverts (66 LF), complete in place ready to use	LF	198	$ 700.00	$ 138,600.00
026	Pond W2 (6) 4’ x 2’ Box Culverts (77 LF), complete in place ready to use	LF	462	$ 950.00	$ 438,900.00
027	Pond W6 (6) 6’ x 3’ Box Culverts (56 LF), complete in place ready to use	LF	336	$ 700.00	$ 235,200.00
028	Additional Culverts (4) 4’ x 2’ Box Culverts (76 LF & 51 LF), complete in place ready to use	LF	254	$ 950.00	$ 241,300.00
029	Raise Sanitary Sewer Manhole, complete in place ready to use	EA	1	$ 5,500.00	$ 5,500.00
030	Perimeter Fence, (8 ft. tall), complete in place ready to use	LF	2,055	$ 65.00	$ 133,575.00
031	Electrical Service Reconnection (Panels SD-3, SD-2, & SD-1), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
032	Electrical Service Reconnection (Panel SD-4), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
033	Electrical Service Reconnection (Panel SD-5), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
034	Electrical Service Reconnection (Panels SD-6 & SD-7), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
035	Electrical Service Reconnection (Panel SD-8), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
036	Electrical Service Reconnection (Panel 2A), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
037	Electrical Service Reconnection (Panel 2B), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
038	Electrical Service Reconnection (Panel 4A), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
039	Electrical Service Reconnection (Panel 4B), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
040	Electrical Service Reconnection (Panel 6A), complete in place ready to use	LS	1	$ 25,000.00	$ 25,000.00
041	Panelboards, complete in place ready to use	LS	1	$ 12,000.00	$ 12,000.00
042	Leachate Collection System Riser Headwall (SD-2, SD-3, SD- 4, SD-5, SD-6, SD-7, SD-8, SD-2A, SD-2B, SD-4A, SD-4B, SD-6A, & SD-6B), complete in place ready to use	EA	13	$ 9,500.00	$ 123,500.00

043	Underground Trenching and Conduit Installation (2 ½"), complete in place ready to use	LF	7,100	$ 79.00	$ 560,900.00
044	Gas Probes w/Retaining Wall (GP-34, GP-26, GP-27, GP-28, GP-29, GP-30, & GP-31, complete in place ready to use	EA	7	$ 8,000.00	$ 56,000.00
045	Monitoring Well Retaining Wall (MW-2R, MW-24, MW-9R, MW-23, & MW-10), complete in place ready to use	EA	5	$ 5,500.00	$ 27,500.00
046	Allowance for Unanticipated Work Items, complete in place ready to use	LS	1	$ 50,000.00	$ 50,000.00
001	Additive Alternate Perimeter Fence (30 ft. tall), complete in place ready to use	LF	2000	$ 225.00	$ 450,000.00
002	Additive Alternate Building Demolition, complete in place ready to use	LS	1	$ 150,000.00	$ 150,000.00
003	Additive Alternate Future West Ponds/Minimum 100,000 CY	CY	100,000	$ 27.00	$ 2,700,000.00
004	Additive Alternate New Gas Probes (GP-107, GP-108, GP- 109, GP-110, GP-111, GP-112, GP-113, GP-114, GP-115, GP- 116, GP-117, & GP-118), complete in place ready to use	EA	12	$ 8,000.00	$ 96,000.00
005	Additive Alternate New Monitoring Wells (MW-108, MW-109, MW-110, MW-111, MW-112, MW-113, MW-114, MW-115, MW-116, MW-117, & MW-118), complete in place ready to use	EA	11	$ 5,500.00	$ 60,500.00
Total of All Unit Price Base Bid Items					$14,321,275.00
Total of All Unit Price Base Bid Items and Additive Alternates 001-005					$17,777,775.00

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, an for all Unit Price Work will be based on actual quantities, determined as provided in the Contrac

C. Scope of Services

Item 001 Mobilization/Demobilization (Maximum 5%)

Mobilization of sufficient labor, equipment, and materials to adequately advance the Work, and demob items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, and equipment necessary for the assembling and setting up of the project, including the initial move personnel and equipment to the project site; application, fee payment and acquisition for all necessary establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electric sanitary and other temporary facilities; establishment of field office, with utilities; and insurance, b initial expenses required for the start of work, and demobilization of said items, followed by required si Measurement for payment will be made per lump sum on the following basis: When at least 5% of the contract amount for construction is earned, 75% of the mobilization lump sum bid amount will be eligib minus retainage. Upon substantial completion of all work under this Contract and removal of all equipr materials from the Project site, the remaining 25% of the mobilization lump sum bid amount will be elig minus retainage.

Item 002 Perimeter Access Road/Berm Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the constructio perimeter access road/berm. Measurement for payment is by the cubic yard basis.

Item 003 Perimeter Access Road/Berm Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the constructio perimeter access road/berm. Measurement for payment is by the cubic yard basis.

Item 004 Perimeter Access Road/Berm Road Base (12" Caliche/Geosynthetics)

The Contractor shall install the base material, compact, and install geosynthetics for the perimeter ac to the required elevations for the access road/berm. Measurement for payment is by the cubic yar

Item 005 Pond W1 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the constructio in accordance with the Linder Quality Control Plan (LQCP) in Appendix II. Measurement for paym cubic yard basis.

Item 006 Pond W1 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the constructio accordance with Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the

accordance with Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the basis.

Item 007 Pond W1 Subgrade Preparation
The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Contı
(LQCP) in Appendix II. Measurement for payment is by the acre basis.
Item 008 Pond W1 Flexible Membrane Liner (HDPE-60 mil)
The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (L
Appendix II. Measurement for payment is by the square foot basis.
Item 009 Pond W1 Nonwoven Geotextile (16 oz)
The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Contr
(LQCP) in Appendix II . Measurement for payment is by the square foot basis.
Item 010 Pond W2 Excavation
The Contractor shall excavate to required subgrade elevations in preparation for the constructio
W2 in accordance with the Quality Control Plan (LQCP) in Appendix II. Measurement for payment is b
yard basis.
Item 011 Pond W2 Fill
The Contractor shall fill and compact to required subgrade elevations in preparation for the constructio
Pond W2 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measureme
payment is by the cubic yard basis.
Item 012 Pond W2 Subgrade Preparation
The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Contı
(LQCP) in Appendix II. Measurement for payment is by the acre basis.
Item 013 Pond W2 Flexible Membrane Liner (HDPE-60 mil)
The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (L
Appendix II. Measurement for payment is by the square foot basis.
Item 014 Pond W2 Nonwoven Geotextile (16 oz)
The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Contr
(LQCP) in Appendix II. Measurement for payment is by the square foot basis.
Item 015 Pond W6 Excavation
The Contractor shall excavate to required subgrade elevations in preparation for the constructio
Pond W6 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measureme
payment is by the cubic yard basis.
Item 016 Pond W6 Fill
The Contractor shall fill and compact to required subgrade elevations in preparation for the constructio
Pond W6 in accordance with the Liner Quality Control Plan (LQCP) in
Appendix II. Measurement for payment is by the cubic yard basis.

Item 017 Pond W6 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Contı (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 018 Pond W6 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (L Appendix II. Measurement for payment is by the square foot basis.

Item 019 Pond W6 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Contr (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 020 Ditch C1.A, C1.B, & C1.C (2,609 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the constructio ditches. Measurement for payment is by the cubic yard basis.

Item 021 Ditch C7.A Excavation (1,771 LF)

The Contractor shall excavate to required subgrade elevations in preparation for the constructio Measurement for payment is by the cubic yard basis.

Item 022 Ditch C6.C, C6.B, & C6.A (1,722 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the constructio ditches. Measurement for payment is by the cubic yard basis.

Item 023 Ditch C5.A, C5.B, C5.C (1,710 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the constructio ditches. Measurement for payment is by the cubic yard basis.

Item 024 Ditch C4.A & C4.B (1,054 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the constructio ditches. Measurement for payment is by the cubic yard basis.

Item 025 Pond W1 (3) 6’ x 3’ Box Culverts (66 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by foot.

Item 026 Pond W2 (6) 4’ x 2’ Box Culverts (77 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by foot.

foot.

Item 027 Pond W6 (6) 6’ x 3’ Box Culverts (56 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by foot.

Item 028 Additional Culverts (4) 4’ x 2’ Box Culverts (76 LF & 51 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by foot.

Item 029 Raise Sanitary Sewer Manhole

The Contractor shall raise the existing sanitary sewer manhole to the required elevation. Measuremen payment is by each.

Item 030 Perimeter Fence (8 ft. tall)

The Contractor shall install a perimeter fence to the required height. It shall include 8 in. diameter x 12 CCA treated posts (20 ft. spacing), 10 ft. galvanized steel T-posts (5 ft. spacing), 8 ft. tall galvanized gauge fixed knot field fence, and all other required materials such as hardware and braces to co fence. Contractor shall include removal and disposal of existing fence and brush clearing that is requir construct the fence.

Item 031 Electrical Service Reconnection (Panels SD-3, SD-2, & SD-1)

The Contractor shall disconnect and reconnect electrical service/panels as required to ensure they are functional and/or operational. Measurement for payment is by lump sum.

Item 032 Electrical Service Reconnection (Panel SD-4)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully and/or operational. Measurement for payment is by lump sum.

Item 033 Electrical Service Reconnection (Panel SD-5)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully and/or operational. Measurement for payment is by lump sum.

Item 034 Electrical Service Reconnection (Panel SD-6 & SD-7)

The Contractor shall disconnect and reconnect electrical service/panels as required to ensure they are functional and/or operational. Measurement for payment is by lump sum.

Item 035 Electrical Service Reconnection (Panel SD-8)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully and/or operational. Measurement for payment is by lump sum.

Item 036 Electrical Service Reconnection (Panel 2A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully and/or operational. Measurement for payment is by lump sum.

Item 037 Electrical Service Reconnection (Panel 2B)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully and/or operational. Measurement for payment is by lump sum.

and/or operational. Measurement for payment is by lump sum.

Item 038 Electrical Service Reconnection (Panel 4A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully and/or operational. Measurement for payment is by lump sum.

Item 039 Electrical Service Reconnection (Panel 4B)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully and/or operational. Measurement for payment is by lump sum.

Item 040 Electrical Service Reconnection (Panel 6A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully f and/or operational. Measurement for payment is by lump sum.

Item 041 Panelboards

The Contractor shall install seven electrical panelboards per electrical requirements. Panelboard include service rack, panelboard, meter enclosure, trenching, and all electrical appurtenances. Measurement for payment is by lump sum.

Item 042 Leachate Collection System Riser Headwall

The Contractor shall construct headwalls at SD-2, SD-3, SD-4, SD-5, SD-6, SD-7, SD-8, SD-2A, SD-2 SD-4B, SD-6A, & SD-6B. Measurement for payment is by each.

Item 043 Underground Trenching and Conduit Installation (7,100 LF)

The Contractor shall trench and install 2 ½" conduit per electrical requirements including pull boxes ev in preparation for the electrical utility to complete their work. It shall include any brush clearing required installation. Measurement for payment is by the linear foot.

Item 044 Gas Probes with Retaining Wall (2-3 ft.)

The Contractor shall have a driller licensed in the State of Texas plug, abandon, and demolish the exis probes except for GP-34 which is already near the property line; supervised by the Owner's Engineer Geologist. The gas probes shall be relocated to near the property line by a driller licensed in the State and supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare submit the Installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and M Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C. The Contractor shall construct a small retaining wall around all the gas probes that will extend 6" above the sideslope. Measurement for payment is by each.

Item 045 Monitoring Well Retaining Wall (4-7 ft.)

The Contractor shall construct a retaining wall around the monitoring well that extends 6" above the adjacent sideslope. Measurement for payment is by each.

Item 046 Allowance for Unanticipated Work Items

The allowance for unanticipated work items is to be used at the Owner's discretion and must be appro Owner before any work is performed. Under no circumstances shall the Contractor perform any work t within the Scope of Services and is not authorized or approved by the Engineer and Owner.

Item 001 Additive Alternate Perimeter Fence (30 ft. tall)

The Contractor shall install the perimeter fence to the required height. The perimeter fence shall be pr installed by "Ace Golf Netting" or approved equal. It shall include steel poles, netting and all other mat footings, and brush clearing required to install the fence. Measurement for payment is by the linear foo

Item 002 Additive Alternate Building Demolition (2,200 ft^2)

The Contractor shall demolish the building including foundation and dispose of material onsite. Measu the lump sum.

Item 003 Additive Alternate Future West Ponds (Minimum 100,000 CY)

The Contractor shall excavate a minimum of 100,000 cubic yards for future west ponds. Measurement cubic yard basis.

Item 004 Additive Alternate New Gas Probes

The Contractor shall have a driller licensed in the State of Texas install the new gas probes; supervise Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the installation repo approval. Refer to Appendix III- Gas Probes and Monitoring Wells for specifications and installation pr with TCEQ Permit MSW-956C.

Item 005 Additive Alternate New Monitoring Wells

The Contractor shall have a driller licensed in the State of Texas install the new monitoring Wells; sup Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the installation repo approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installatio accordance with TCEQ Permit MSW-956C.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the numb 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 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 pe 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 limit the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ADD 1	JULY 30,2025

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 area with the general, local, and Site conditions that may affect cost, progress, and performance of the Wo
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and perfor
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or ad drawings of physical conditions relating to existing surface or subsurface structures at the Site tha in the Supplementary Conditions, with respect to the Technical Data in such reports and drawi
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environm at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to co in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Co (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees examinations, investigations, explorations, tests, studies, or data are necessary for the performance o Contract Price, within the Contract Times, and in accordance with the other terms and conditions of th
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site tha indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancie discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exc

prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Docu

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 en
in conformity with any collusive agreement or rules of any group, association, organization, or corpora
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham
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
purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to infl
public official in the bidding process.

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

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without
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 th
their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above: Bidder:

By: *(typed or printed name of organization)*

(individual's signature) (typed or printed) (typed or printed) (typed or printed)

Name:

Title:

Date:

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

Attest: *(individual's signature) (typed or printed) (typed or printed,*
Name: _____ *(typed or printed)*
Title:
Date: _____
Address for giving notices:

_____

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Bidder's Contact: _____
Name: _____
Title:
Phone: Email:
Address:

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(typed or printed) (typed or printed)

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Bidder's Contractor License No.: (if applicable) _____

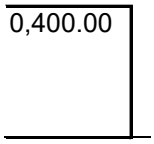
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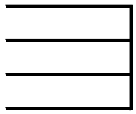
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PROJECT:
WEST INFRAESTRUCTURE IMPROVEMENTS

BASE BID: $14,324,275.00
ALTERNATES: $3,456,500.00
BASE BID + ALTERNATES : 17,777,775.00

TIME COMPLETITION:
850 DAYS.

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	ALL VALLEY INNOVATIONS GROUP LLC		
Corporate Office 12619 N Mayberry Rd , Mission, Texas			
Name:	Carlos de la Rosa	Phone number:	956.586.9119
Title:	Project Manager	Email address:	carlos.avigroup@gmail.com
Business address of corporate office:	12619 N Mayberry Rd		
	Mission, Texas		
	78573		
Local Office 12619 N Mayberry Rd, Mission, Texas			
Name:	Carlos de la Rosa	Phone number:	956.586.9119
Title:	Project Manager	Email address:	carlos.avigroup@gmail.com
Business address of local office:	12619 N MAYBERRY RD		
	Mission, Texas		
	78573		

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:	2015	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

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

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

Name:	Carlos de la Rosa	Title:	Project Manager
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ 20,000,000.00
Name:	Enrique Castellanos III	Title:	Supervisor
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$ 20,000,000.00
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:			
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:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide 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:	Texas National Bank	
Business address:	4908 S Jackson Rd, Edinburg, Texas 78539	
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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ARTICLE 6—SURETY INFORMATION

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

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
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):	

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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:	40
Estimate of revenue for the current year:	$18,000.000.00
Estimate of revenue for the previous year:	$15,000,000.00

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

Years of experience with projects like the proposed project: 15 Yrs				
As a general contractor:	15 Yrs	As a joint venturer:		
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: ALL VALLEY INNOVATIONS GROUP LLC
(typed or printed name of organization)

By: 
(individual's signature)

Name: Carlos de la Rosa
(typed or printed)

Title: Project Manager
(typed or printed)

Date: August 5th, 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:
12619 N Mayberry Rd , Mission, Texas, 78573

Designated Representative:

Name: Carlos de la Rosa
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
12619 N Mayberry Rd , Mission, Texas, 78573

Phone: 956.586.9119

Email: carlos.avigroup@gmail.com

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Schedule A—Current Projects

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

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

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

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

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual		Carlos de la Rosa	
Years of experience as project manager		5Yr	
Years of experience with this organization		1 Yr	
Number of similar projects as project manager		8	
Number of similar projects in other positions		0	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

EJCDC® C-451, Qualifications Statement—Schedule C—Key Individuals.
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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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

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August 5, 2025

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

RE: Performance Bond Commitment – West Infrastructure Improvements Project

To Whom It May Concern,

We are writing to formally notify the City of Edinburg that, if AVIG Construction is awarded the contract for the *West Infrastructure Improvements* project, we will promptly furnish a **payment bond** in the full amount required by the City for the project.

We understand the importance of ensuring all labor and materials are properly secured, and our bonding company is prepared to issue the bond upon contract execution and notice of award. All required documentation will be submitted in accordance with City guidelines and project timelines.

Should you require any additional documentation or confirmation from our bonding provider prior to award, please do not hesitate to contact me directly.

Thank you for your consideration.

Sincerely,
Enrique J Castellanos
Owner
carlos.avigroup@gmail.com
956.586.9119



August 5, 2025

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

RE: Payment Bond Commitment – West Infrastructure Improvements Project

To Whom It May Concern,

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Should you require any additional documentation or confirmation from our bonding provider prior to award, please do not hesitate to contact me directly.

Thank you for your consideration.

Sincerely,
Enrique J Castellanos
Owner
carlos.avigroup@gmail.com
956.586.9119



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

ALL VALLEY INNOVATIONS GROUP LLC

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

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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: ALL VALLEY INNOVATIONS GROUP LLC
(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: ENRIQUE J CASTELLANOS
(typed or printed)	*(typed or printed)*
Title: City Manager	Title: OWNER
(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: Carlos de la Rosa/ Project Manager
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
415 W. University Dr.	12619 N MAYBERRY RD 78573
PO Box 1079	Mission, Texas
Edinburg, TX 78540	
Designated Representative:	Designated Representative:
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: Josephine Ramirez Solis, City Attorney	Title: Carlos de la Rosa/ Project Manager
(typed or printed)	*(typed or printed)*
Address:	Address:
415 W. University Dr.	12619 N Mayberry Rd , Mission, Texas
PO Box 1079	78573
Edinburg, TX 78540	
Phone: 956-388-8207	Phone: 956.586.9119
Email: jrsolis@cityofedinburg.com	Email: carlos.avigroup@gmail.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.: _____ *(where applicable)*
	State: Texas

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Document 00640

CERTIFICATION REGARDING DEBARMENT, 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.

ALL VALLEY INNOVATIONS GROUP LLC
[Typed Name of Company:]

Enrique J Castellanos/ OWNER
[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

August 5th,2025
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

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

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

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

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

Sole Proprietorship

Name:Enrique J Castellanos
Mailing Address:12619 N Mayberry Rd Mission, Texas, 78573

- 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.*

Carlos de la Rosa/ Project Manager
[Typed Name and Title of Authorized Representative]

Garritu
[Signature of Authorized Representative]

August 5th,2025
[Typed Date]

END OF DOCUMENT

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

[*Date*]

All Valley Innovations Group. LLC
N Mayberry Rd, Mission Texas.78573

August 5th, 2025

Dear CITY OF EDINBURG

The undersigned party certifies that ALL VALLEY INNOVATIONS GROUP LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Carlos de la Rosa
Printed name

Carlos de la Rosa
Signature

Project Manager
Position in bidding company

August 5th, 2025
Date

August 5, 2025

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

RE: Payment Bond Commitment – West Infrastructure Improvements Project

To Whom It May Concern,

We are writing to formally notify the City of Edinburg that, if AVIG Construction is awarded the contract for the *West Infrastructure Improvements* project, we will promptly furnish a **payment bond** in the full amount required by the City for the project.

We understand the importance of ensuring all labor and materials are properly secured, and our bonding company is prepared to issue the bond upon contract execution and notice of award. All required documentation will be submitted in accordance with City guidelines and project timelines.

Should you require any additional documentation or confirmation from our bonding provider prior to award, please do not hesitate to contact me directly.

Thank you for your consideration.

Sincerely,
Enrique J Castellanos
Owner
carlos.avigroup@gmail.com
956.586.9119



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

Reference For: ENRIQUE J CASTELLANOS

Reference Company Name: ALL VALLEY INNOVATIONS GROUP LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: M.v

Printed Name: Manuel Villa

Date: August 5th

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. 2025-24

West Infrastructure Improvements

RESPONSE DEADLINE: August 5, 2025 at 3:00 pm

Report Generated: Tuesday, August 5, 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:
Aug 5, 2025 1:25 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 5, 2025 10:59 AM 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_Documments_-_City_of_Edinburg_-_West_Infrastructure_Improvements.pdf

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

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

COI_City_of_Edinburg_-_West_Infrastructure_Improvements.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE 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

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_for_Const_Contract_2018_(R)_LEX_Signed.pdf

THE ATTACHED STATEMENT OF QUALIFICATIONS WILL NEED TO BE COMPLETED, SIGNED, AND UPLOADED.*
Please download the below documents, complete, and upload.

- C451_Qualifications_Stateme...

C451_Qualifications_Statement_LEX_Signed.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.

- C610_Performance_Bond_2018.pdf

No response submitted

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

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.

- C615_Payment_Bond_2018.pdf

No response submitted

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

THE ATTACHED AGREEMENT WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- C520_Agreement_between_Owne...

C520_Agreement_between_Owner_and_Contractor_for_Construction_Contract_Stipulated_Price_20250304_LEX_Signed.pdf

THE ATTACHED CERTIFICATE REGARDING DEBARMENT FORM WILL NEED TO BE SIGNED AND UPLOADED.*
Please download the below documents, complete, and upload.

- Certificate_Regarding_Debar...

Certificate_Regarding_Debarment_-_Document_00644_(3)_LEX_Signed.pdf

THE ATTACHED FORM OF BUSINESS FORM WILL NEED TO BE COMPLETED AND UPLOADED.*
Please download the below documents, complete, and upload.

- Form_of_Business_Document_0...

Form_of_Business_Document_00645_(2)_LEX_Signed.pdf

THE ATTACHED NON-BRIBERY MODEL FORM WILL NEED TO BE SIGNED AND UPLOADED.*
Please download the below documents, complete, and upload.

- Non_Bribery_Model_Form_-_SE...

Non-Bribery_Letter_LEX.pdf

THE ATTACHED BID BOND WILL NEED TO BE COMPLETED, SIGNED, AND UPLOADED.*
Please download the below documents, complete, and upload.

- Bid_Bond_-_SECTION_01311_(2...

Bid_Bond_-_City_of_Edinburg_-_West_Infrastructure_Improvements.pdf

THE ATTACHED PAST PERFORMANCE REFERENCE FORM WILL NEED TO BE COMPLETED, SIGNED, AND UPLOADED.*
Please download the below documents, complete, and upload.

- Past_Performance_Evaluation...

Past_Performance_Evaluation_Waste_Connections.pdf

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

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

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

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

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

F. Required Bidder Qualification Statement with supporting data; 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	208,447.69	$208,447.69
002	Perimeter Access Road/Berm Excavation, complete in place ready to use	CY	53,800	3.60	$193,680.00
003	Perimeter Access Road/Berm Fill, complete in place ready to use	CY	43,100	1.20	$51,720.00
004	Perimeter Access Road/Berm Road Base (12" Caliche/Geosynthetics), complete in place ready to use	SY	23,200	18.57	$430,824.00

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005	Pond W1 Excavation, complete in place ready to use	CY	18,200	3.69	$67,158.00
006	Pond W1 Fill, complete in place ready to use	CY	15,900	1.20	$19,080.00
007	Pond W1 Subgrade Preparation, complete in place ready to use	AC	10	2,790.00	$27,900.00
008	Pond W1 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	0.51	$234,600.00
009	Pond W1 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	0.36	$165,600.00
010	Pond W2 Excavation, complete in place ready to use	CY	58,450	3.69	$215,680.50
011	Pond W2 Fill, complete in place ready to use	CY	13,250	1.20	$15,900.00
012	Pond W2 Subgrade Preparation, complete in place ready to use	AC	10	2,790.00	$ 27,900.00
013	Pond W2 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	0.51	$ 234,600.00
014	Pond W2 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	0.36	$ 165,600.00
015	Pond W6 Excavation, complete in place ready to use	CY	252,600	3.90	$985,140.00
016	Pond W6 Fill, complete in place ready to use	CY	550	1.20	$660.00
017	Pond W6 Subgrade Preparation, complete in place ready to use	AC	10	2,790.00	$27,900.00
018	Pond W6 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	0.51	$234,600.00
019	Pond W6 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	0.36	$165,600.00
020	Ditch C1.A, C1.B, & C1.C (2,609 LF) Excavation, complete in place ready to use	CY	6,100	3.90	$23,790.00
021	Ditch C7.A Excavation (1,771 LF), complete in place ready to use	CY	3,350	3.90	$13,065.00
022	Ditch C6.C, C6.B, & C6.A (1,722 LF) Excavation, complete in place ready to use	CY	2,750	3.90	$10,725.00
023	Ditch C5.A, C5.B, C5.C (1,710 LF) Excavation, complete in place ready to use	CY	10,750	3.90	$41,925.00
024	Ditch C4.A & C4.B (1,054 LF) Excavation, complete in place ready to use	CY	3,000	3.90	$11,700.00

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025	Pond W1 (3) 6' x 3' Box Culverts (66 LF), complete in place ready to use	LF	198	1,311.00	$259,578.00
026	Pond W2 (6) 4' x 2' Box Culverts (77 LF), complete in place ready to use	LF	462	819.00	$378,378.00
027	Pond W6 (6) 6' x 3' Box Culverts (56 LF), complete in place ready to use	LF	336	1,311.00	$440,496.00
028	Additional Culverts (4) 4' x 2' Box Culverts (76 LF & 51 LF), complete in place ready to use	LF	254	819.00	$208,026.00
029	Raise Sanitary Sewer Manhole, complete in place ready to use	EA	1	17,472.00	$17,472.00
030	Perimeter Fence, (8 ft. tall), complete in place ready to use	LF	2,055	22.50	$46,237.50
031	Electrical Service Reconnection (Panels SD-3, SD-2, & SD-1), complete in place ready to use	LS	1	8,514.00	$8,514.00
032	Electrical Service Reconnection (Panel SD-4), complete in place ready to use	LS	1	5,433.00	$5,433.00
033	Electrical Service Reconnection (Panel SD-5), complete in place ready to use	LS	1	4,314.00	$ 4,314.00
034	Electrical Service Reconnection (Panels SD-6 & SD-7), complete in place ready to use	LS	1	8,514.00	$8,514.00
035	Electrical Service Reconnection (Panel SD-8), complete in place ready to use	LS	1	4,314.00	$4,314.00
036	Electrical Service Reconnection (Panel 2A), complete in place ready to use	LS	1	4,314.00	$4,314.00
037	Electrical Service Reconnection (Panel 2B), complete in place ready to use	LS	1	4,314.00	$4,314.00
038	Electrical Service Reconnection (Panel 4A), complete in place ready to use	LS	1	4,314.00	$4,314.00
039	Electrical Service Reconnection (Panel 4B), complete in place ready to use	LS	1	4,314.00	$4,314.00
040	Electrical Service Reconnection (Panel 6A), complete in place ready to use	LS	1	5,433.00	$5,433.00
041	Panelboards, complete in place ready to use	LS	1	127,233.00	$127,233.00

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042	Leachate Collection System Riser Headwall (SD-2, SD-3, SD-4, SD-5, SD-6, SD-7, SD-8, SD-2A, SD-2B, SD-4A, SD-4B, SD-6A, & SD-6B), complete in place ready to use	EA	13	16,800.00	$218,400.00
043	Underground Trenching and Conduit Installation (2 ½"), complete in place ready to use	LF	7,100	23.37	$165,927.00
044	Gas Probes w/Retaining Wall (GP-34, GP-26, GP-27, GP-28, GP-29, GP-30, & GP-31, complete in place ready to use	EA	7	14,016.00	$98,112.00
045	Monitoring Well Retaining Wall (MW-2R, MW-24, MW-9R, MW-23, & MW-10), complete in place ready to use	EA	5	4,704.00	$23,520.00
046	Allowance for Unanticipated Work Items, complete in place ready to use	LS	1	$50,000	$50,000
001	Additive Alternate Perimeter Fence (30 ft. tall), complete in place ready to use	LF	2000	228.00	$456,000.00
002	Additive Alternate Building Demolition, complete in place ready to use	LS	1	15,900.00	$15,900.00
003	Additive Alternate Future West Ponds/Minimum 100,000 CY	CY	100,000	3.90	$390,000.00
004	Additive Alternate New Gas Probes (GP-107, GP-108, GP-109, GP-110, GP-111, GP-112, GP-113, GP-114, GP-115, GP-116, GP-117, & GP-118), complete in place ready to use	EA	12	7,842.00	$94,104.00
005	Additive Alternate New Monitoring Wells (MW-108, MW-109, MW-110, MW-111, MW-112, MW-113, MW-114, MW-115, MW-116, MW-117, & MW-118), complete in place ready to use	EA	11	10,794.00	$118,734.00
Total of All Unit Price Base Bid Items					$5,660,952.69
Total of All Unit Price Base Bid Items and Additive Alternates 001-005					$6,735,690.69

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.

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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 Perimeter Access Road/Berm Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of the perimeter access road/berm. Measurement for payment is by the cubic yard basis.

Item 003 Perimeter Access Road/Berm Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of the perimeter access road/berm. Measurement for payment is by the cubic yard basis.

Item 004 Perimeter Access Road/Berm Road Base (12" Caliche/Geosynthetics)

The Contractor shall install the base material, compact, and install geosynthetics for the perimeter access road/berm to the required elevations for the access road/berm. Measurement for payment is by the cubic yard basis.

Item 005 Pond W1 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of Pond W1 in accordance with the Linder Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 006 Pond W1 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of Pond W1 in accordance with Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

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Item 007 Pond W1 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 008 Pond W1 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 009 Pond W1 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Control Plan (LQCP) in Appendix II . Measurement for payment is by the square foot basis.

Item 010 Pond W2 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of Pond W2 in accordance with the Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 011 Pond W2 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of Pond W2 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 012 Pond W2 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 013 Pond W2 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 014 Pond W2 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 015 Pond W6 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of Pond W6 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 016 Pond W6 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of Pond W6 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

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Item 017 Pond W6 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 018 Pond W6 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 019 Pond W6 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 020 Ditch C1.A, C1.B, & C1.C (2,609 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 021 Ditch C7.A Excavation (1,771 LF)

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditch. Measurement for payment is by the cubic yard basis.

Item 022 Ditch C6.C, C6.B, & C6.A (1,722 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 023 Ditch C5.A, C5.B, C5.C (1,710 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 024 Ditch C4.A & C4.B (1,054 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 025 Pond W1 (3) 6' x 3' Box Culverts (66 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

Item 026 Pond W2 (6) 4' x 2' Box Culverts (77 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

Item 027 Pond W6 (6) 6' x 3' Box Culverts (56 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

Item 028 Additional Culverts (4) 4' x 2' Box Culverts (76 LF & 51 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

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Item 029 Raise Sanitary Sewer Manhole

The Contractor shall raise the existing sanitary sewer manhole to the required elevation. Measurement for payment is by each.

Item 030 Perimeter Fence (8 ft. tall)

The Contractor shall install a perimeter fence to the required height. It shall include 8 in. diameter x 12 ft. long CCA treated posts (20 ft. spacing), 10 ft. galvanized steel T-posts (5 ft. spacing), 8 ft. tall galvanized 12.5-gauge fixed knot field fence, and all other required materials such as hardware and braces to construct the fence. Contractor shall include removal and disposal of existing fence and brush clearing that is required to construct the fence.

Item 031 Electrical Service Reconnection (Panels SD-3, SD-2, & SD-1)

The Contractor shall disconnect and reconnect electrical service/panels as required to ensure they are fully functional and/or operational. Measurement for payment is by lump sum.

Item 032 Electrical Service Reconnection (Panel SD-4)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 033 Electrical Service Reconnection (Panel SD-5)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 034 Electrical Service Reconnection (Panel SD-6 & SD-7)

The Contractor shall disconnect and reconnect electrical service/panels as required to ensure they are fully functional and/or operational. Measurement for payment is by lump sum.

Item 035 Electrical Service Reconnection (Panel SD-8)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 036 Electrical Service Reconnection (Panel 2A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 037 Electrical Service Reconnection (Panel 2B)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 038 Electrical Service Reconnection (Panel 4A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 039 Electrical Service Reconnection (Panel 4B)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

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Item 040 Electrical Service Reconnection (Panel 6A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 041 Panelboards

The Contractor shall install seven electrical panelboards per electrical requirements. Panelboards to include service rack, panelboard, meter enclosure, trenching, and all electrical appurtenances. Measurement for payment is by lump sum.

Item 042 Leachate Collection System Riser Headwall

The Contractor shall construct headwalls at SD-2, SD-3, SD-4, SD-5, SD-6, SD-7, SD-8, SD-2A, SD-2B, SD-4A, SD-4B, SD-6A, & SD-6B. Measurement for payment is by each.

Item 043 Underground Trenching and Conduit Installation (7,100 LF)

The Contractor shall trench and install 2 ½" conduit per electrical requirements including pull boxes every 300 LF in preparation for the electrical utility to complete their work. It shall include any brush clearing required for installation. Measurement for payment is by the linear foot.

Item 044 Gas Probes with Retaining Wall (2-3 ft.)

The Contractor shall have a driller licensed in the State of Texas plug, abandon, and demolish the existing gas probes except for GP-34 which is already near the property line; supervised by the Owner's Engineer or Geologist. The gas probes shall be relocated to near the property line by a driller licensed in the State of Texas and supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the Installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C. The Contractor shall construct a small retaining wall around all the gas probes that will extend 6" above the adjacent sideslope. Measurement for payment is by each.

Item 045 Monitoring Well Retaining Wall (4-7 ft.)

The Contractor shall construct a retaining wall around the monitoring well that extends 6" above the adjacent sideslope. Measurement for payment is by each.

Item 046 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.

Item 001 Additive Alternate Perimeter Fence (30 ft. tall)

The Contractor shall install the perimeter fence to the required height. The perimeter fence shall be provided and installed by "Ace Golf Netting" or approved equal. It shall include steel poles, netting and all other materials, footings, and brush clearing required to install the fence. Measurement for payment is by the linear foot.

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Item 002 Additive Alternate Building Demolition (2,200 ft^2)

The Contractor shall demolish the building including foundation and dispose of material onsite. Measurement for payment is by the lump sum.

Item 003 Additive Alternate Future West Ponds (Minimum 100,000 CY)

The Contractor shall excavate a minimum of 100,000 cubic yards for future west ponds. Measurement for payment is by the cubic yard basis.

Item 004 Additive Alternate New Gas Probes

The Contractor shall have a driller licensed in the State of Texas install the new gas probes; supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C.

Item 005 Additive Alternate New Monitoring Wells

The Contractor shall have a driller licensed in the State of Texas install the new monitoring Wells; supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C.

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	7/28/25

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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.
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.

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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.

   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.

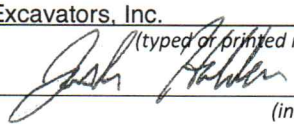
   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

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

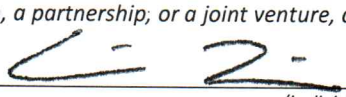
By: 
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: August 5, 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: August 5, 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 5th day of August 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 5th day of August 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 – West Infrastructure Improvements (Project No. 2025-24)

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 5th day of August , 2025

Lisa Hagood
(Witness)

Longhorn Excavators, Inc.
(Principal) (Seal)
By: Joshua Holden CEO
(Title)

(Witness)

Continental Casualty Company
(Surety)
By: Hannah Montagne
Attorney-in-Fact
1897 (Title)
Surety Phone No.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL

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 5th day of August , 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 - West Infrastructure Improvements

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

Name: Texas Environmental Plastics
Address: 29089 Robinson Road, Conroe, TX 77385
Phone: 281-821-7320
Work to be Done: Stormwater Pond Geosynthetic Supplier/Installer
Individuals Responsible for Work: John Dyring

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

Name: TLA Enterprises, LLC
Address: PO Box 0550, White Oak, TX 75693
Phone: 903-355-3116
Work to be Done: Electrical Work and Conduit Installation
Individuals Responsible for Work: Dan Rice

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

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

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

Name: MAK Fencing, Inc.
Address: PO Box 5203, Alvin, TX 77512
Phone: 832-919-0295
Work to be Done: Perimeter Fence Supplier/Installer
Individuals Responsible for Work: Fred Keyes

Name: ACE Netting
Address: 11116 W Little York, Bldg 5, Houston, TX 77041
Phone: 866-726-3884
Work to be Done: Alternate Perimeter Fence Supplier/Installer
Individuals Responsible for Work: John Eads

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.

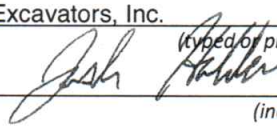
H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

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: August 5, 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.

Longhorn Excavators, Inc. | Building Success from the Ground Up
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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	$ 609,138.00	10%	Aug-25
GFL Environmental	Cell VB sump and cell VB cleanout risers including pumps, panels, pipe and all related	Dated 5/20/25		
3083 Smackover Hwy	appurtenances.			
El Dorado, AR 71730	13,500 CY of excavation			
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	$ 7,269,000.00	Not Started	
Republic Services Environmental Solutions III, LLC	excavation, general fill, installation of protective cover layer, installation of leachate	Dated 7/2/25		
16415 NW Waste Site Drive	collection system, installation of a leachate evaporation pond, stormwater ponds, perimeter			
Mayfield, ID 83647	road, vegetation and other related work.			
Environmental Manager - Jorden Foster, 470-827-3616	931,854 CY of excavation			
Plum Creek Management District No. IA	Phase IIB Clearing and Grubbing & Detention and Drainage Facilities to Serve Plum Creek	$ 6,269,700.00	Not Started	
C/O LJA Engineering, Inc.	Management District No. IA - Includes clearing and grubbing; the excavation and dirt			
1904 W Grand Parkway North, Suite 120	manipulation of 662,300 CY of earthen material to be hauled, placed and compacted on-			
Katy, Texas 77449	site; installation of backslope interceptor structures, drainage swales, concrete pilot			
Engineer - Scott Frankovich PE, (817) 372-0953	channel, erosion control items and all other related work.			
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 4 Construction - Perform excavation, fill placement, clay liner construction,	$ 1,934,269.80	32%	Oct-25
Waste Management of Texas	geosynthetic coordination, underdrain and leachate collection system installation,	Dated 5/9/25		
24275 Katy Freeway, Suite 450	protective cover layer placement, enhanced cell drainage construction, stormwater &			
Katy, TX 77494	groundwater control, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	364,013 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 9 Construction - Perform excavation, fill placement, clay liner construction,	$ 1,363,186.24	14%	Oct-25
Waste Management of Texas	geosynthetic coordination, underdrain and leachate collection system installation,	Dated 5/19/25		
24275 Katy Freeway, Suite 450	protective cover layer placement, stormwater & groundwater control, and all other related			
Katy, TX 77494	work.			
Attn: Mr. Chuck Rivette (713) 647-5542	238,164 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
COASTAL PLAINS LANDFILL	Cell 30 Construction - Perform excavation, fill placement, clay liner construction,	$ 1,159,080.00	Jun-25	
Waste Management of Texas	geosynthetic coordination, underdrain and leachate collection system installation,			
24275 Katy Freeway, Suite 450	forcemain installation, protective cover layer placement, enhanced cell drainage			
Katy, TX 77494	construction, stormwater & groundwater control, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	30,100 CY of excavation			
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	$ 4,090,690.50	45%	Jul-25
C/O LJA Engineering, Inc.	the purchase, haul placement and compaction of 221,100 CY of earthen material.	Dated 4/30/25		
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	$ 4,540,380.00	41%	Oct-25
Edinburg Regional Disposal Facility	supervision, and expertise to place general fill; prepare suitable subgrade; construct	Dated 2/7/25		
8601 North Jasman Road	drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver,			
Edinburg, TX 78542	and install geosynthetic materials for drainage improvements in accordance with project			
Engineer - WSP, Chad Ireland , PE (713) 471-5701	plans and technical specifications.			
	694,000 CY of excavation			
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 -	$ 4,450,500.93	26%	Sep-25
C/O LJA Engineering, Inc.	Includes clearing and grubbing; the excavation of approximately 478,122 CY of earthen	Dated 4/21/25		
1904 West Grand Parkway North, Suite 120	material to be hauled, placed and compacted on-site; installation of clay liner for lakes;			
Katy, Texas 77449	installation of backslope interceptor structures, storm sewer pipe, slope paving, swales and			
Engineer - Kathleen Kinchen, PE, (713) 358-8816	riprap.			
BLUE RIDGE LANDFILL	Class 1 Sector 24G Construction including excavation, general fill, and subgrade	$ 1,399,533.46	May-25	
Republic Services, Inc.	preparation; installation of an underdrain system; installation of compacted clay liner;			
Blue Ridge Landfill TX, L.P.	installation of a leachate collection systems; installation of protective cover; future and			
2200 FM 521	existing tie-ins; installation of road and truck pad; leachate and underdrain forcemains; and			
Fresno, TX 77545	other services as described in the Scope of Work.			
Environmental Manager - Tyler Tandy, (281) 536-0254	209,000 CY of excavation			
BLUE RIDGE LANDFILL	MSW Sector 14C Construction including excavation, general fill, and subgrade preparation;	$ 1,924,474.65	May-25	
Republic Services, Inc.	installation of an underdrain system; installation of compacted clay liner; installation of a			
Blue Ridge Landfill TX, L.P.	leachate collection system; installation of protective cover; future and existing tie-ins;			
2200 FM 521	installation of road and truck pad; and other services as described in the Scope of Work.			
Fresno, TX 77545	145,000 CY of excavation			
Environmental Manager - Tyler Tandy, (281) 536-0254				
BLUE RIDGE LANDFILL	Final Cover Landscape Berm Construction including locating the existing liner tie-in;	$ 1,109,100.15	Not Started	
Republic Services, Inc.	grading and placement of intermediate cover and surface preparation; installation of 18-	Dated 1/2/25		
Blue Ridge Landfill TX, L.P.	inch soil infiltration layer; installation of a 42-inch erosion layer; installation of a 6-inch			
2200 FM 521	topsoil layer; future final cover tie-ins; installation of a Flexamat-lined stormwater chutes,			
Fresno, TX 77545	drainage swales, TRM and vegetation establishment; and all other services described in			
Environmental Manager - Tyler Tandy, (281) 536-0254	the Scope of Work.			

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				

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

Texas Environmental Plastics Ltd.

Subcontractor Pre-Qualification Form (PQF)

GENERAL INFORMATION		
1. Company Name: Texas Environmental Plastics, Ltd.	Telephone: 281-821-7320	Fax: 281-821-7138
Street Address: 29089 Robinson Road	Mailing Address: Same	
Conroe, TX 77385		
Web site: www.tepinc.net		
2. Officers:		Years With Company
President: Steve Danton		29
Vice President: Mike Sullivan		29
Treasurer: Ann Danton		29
3. How many years has your organization been in business under your present firm name?		29
4. Parent Company Name: N/A		
City:	State:	Zip:
Subsidiaries: N/A		
5. Under Current Management Since (Date): April 1996		
6. Contact for Insurance Information: Kim Arrendell		
Title: Office Administrator	Telephone: 281-821-7320	Fax: 281-821-7138
7. Insurance Carrier(s):		
Name	**Type of Coverage**	**Telephone**
Gallagher Risk Management	General Liability	713-622-2330
G&A Partners	Workers' Comp	1-866-497-4222
8. Are you self insured for Worker's Compensation Insurance?	Yes ☒	No ☐
9. Contact for Requesting Bids: John Dyring	Title: Sales	
Telephone: 281-821-7320 / Fax: 281-821-7138	Email: jdyring@tepinc.net	
10. PQF Completed By: Kim Arrendell	Title: Office Administrator	

Telephone: 281-821-7320	Fax: 281-821-7138	Email: karrendell@tepinc.net

ORGANIZATION

11. Form of Business: Sole Owner ☐ Partnership ☐ Corporation X☐

12. Percent Owned: 100%

13. Describe Services Performed:

SIC Code:

- ☒ Construction
- ☐ Construction Design
- ☐ Original Equipment Manufacturer and Installer
- ☐ Maintenance
- ☐ Manpower and Resource
- ☐ Original Equipment Manufactured & Maintained
- ☐ Service Work (e.g.,janitorial,clerical, etc)
- ☒ Other

14. Describe Additional Services Performed: Supply and Install geosynthetic liner

15. List other types of work within the services you normally perform that you subcontract to others: N/A

16. List the state(s) where your company currently holds a valid Contractor's License. Provide copies of such license(s).
Louisianna

17. Attach a list of major equipment (e.g,.cranes,JLGs, forklifts) your company has available for work at this facility and the method of establishing competency to operate. - Forklift, Skidsteer - Heavy Equipment certification

18. Do you normally employ? ☐ Union Personnel ☒ Non-Union Personnel

If union, list trades/locals:

19. Annual Dollar Volume for the Past Three Years:	Year 2024	Year 2023	Year 2022
	$12,000,000	$15,000,000	$13,000,000

20. Largest Job During the Last Three Years: $ 13 mil

21. Your Firm's Desired Project Size:	Maximum: 2 mil	Minimum: 350,000

22. Financial Rating:	D&B:	Net Worth: $1,200,000

COMPANY WORK HISTORY

23. Major jobs in progress:

Customer/Location	Type of Work	Contact Name	Telephone
City of Corsicana	Landfill Liner	Jason Beard	903-654-4888
Fort Worth	Landfill Liner	Austin Sparks	903-534-7986
Mayfield (WKY)	Landfill Liner	Dianna Postiglione	647-403-9458

24. Major jobs completed in the past three years:

Customer/Location	Type of Work	Contact Name	Telephone
Ocean County	Landfill Liner	Larry Kiesel	732-323-8528
Clean Harbors - Grassy Mountain	Landfill Liner	Faizur Khan	281-930-2410
City of Midland	Landfill Liner	Rick Schaefer	281-253-6248

25. Are there any judgments, claims or suits pending or outstanding against your company?

If yes, please attach details. Yes ☐ No ☒

26. Are you now or have you ever been involved in any bankruptcy or reorganization proceedings?

If yes, please attach details. Yes ☐ No ☒

27. Are you now or have you ever been involved with enforcement action with any agency of the US Government?

If yes, please attach details. Yes ☐ No ☒

SAFETY & HEALTH PERFORMANCE

28. Workers Compensation Exp c. EMR anniversary date: March 1

a. EMR is:

- ☐ Interstate Rate
- ☒ Intrastate Rate
- ☐ Monopolistic State Rate
- ☐ Dual Rate

b. EMR for last three years:

Year 2024	Rate .68
Year 2023	Rate .69
Year 2022	Rate .68

c. EMR anniversary date: March 1

d. State of Origin: Texas

29. Injury and Illness Data

a. Employee hours worked last three years (excluding subcontractors)

Hours/Years	Year 2024	Year 2023	Year 2022
Field	53,311	76,645	75,504
Total	326,199	93,499	97,191

b. Provide the following data (excluding subcontractors) using your OSHA 300 Forms from the past three (3) years:

	Year 2024		Year 2023		Year 2022	
	No.	Rate	No.	Rate	No.	Rate
Injury related fatality. $Rate = \frac{Total\ Col.\ 1 \times 200{,}000}{Total\ Employee\ Hrs}$	0	0	0	0	0	0
Lost workday case injuries involving days away from work, days of restricted work activity, or both. $Rate = \frac{Total\ Col.\ 2 \times 200{,}000}{Total\ Employee\ Hrs}$	0	0	0	0.00	1	2.06
Lost workday case injuries involving days away from work. $Rate = \frac{Total\ Col.\ 3 \times 200{,}000}{Total\ Employee\ Hrs}$	0	0.00	1	2.14	1	2.06
Injuries involving medical treatment only. $Rate = \frac{Total\ Col.\ 6 \times 200{,}000}{Total\ Employee\ Hrs}$	0	0.00	0	0.00	0	0.00
Total OSHA Recordable Injury Rate $Rate = \frac{(Total\ Col.\ 1+2+6) \times 200{,}000}{Total\ Employee\ Hrs}$	0	0.00	1	2.14	2	4.12
Illness related fatality $Rate = \frac{Total\ Col.\ 8 \times 200{,}000}{Total\ Employee\ Hrs}$	0	0	0	0	0	0.00
Lost workday case illnesses involving days away from work, days of restricted work activity, or both.						

Rate= Total Col. 9x200,000 / Total Employee Hrs	0	0	0	0.00	0	0.00
Lost workday case illnesses involving days away from work. Rate= Total Col. 10x200,000 / Total Employee Hrs	0	0	0	0	0	0.00
Illnesses not involving lost workdays or restricted workdays. Rate= Total Col. 13x200,000 / Total Employee Hrs	0	0	0	0.00	0	0.00
Total OSHA Recordable Illness Rate. Rate= (Total Col. 8+9+13)x200,000 / Total Employee Hrs	0	0	0	0.00	0	0.00
Total OSHA Recordable Illness/Injury Rate. Rate= (Total Col. 1+2+6+8+9+13)x200,000 / Total Employee Hrs	0	0.00	1	2.14	2	3.21

Notes: (1) Data should be best available data applicable to the work in this region or area

(2) If your company is not required to maintain OSHA 300 forms, please provide information from your Worker's Compensation insurance carrier itemizing all claims for the last three years

30. Have you received any regulatory (EPA, OSHA, etc.) citations in the last three years?
If yes, please attach copies. Yes ☐ No ☐ X

SAFETY & HEALTH MANAGEMENT

31. Highest ranking safety/ health professional in the company: Mike Sullivan

Title: Vice President	Telephone: 281-821-7320	Fax: 281-821-7138

32. Do you have or provide:

a. Full time Site Safety/ Health Director	Yes ☐	No ☒
b. Full time Site Safety/ Health Supervisor	Yes ☐	No ☒
c. Full time Job Safety/ Health Coordinator	Yes ☐	No ☒ X

33. Do you have or provide:

a. Company paid health insurance	Yes ☒	No ☐
b. Company paid dental insurance	Yes ☒	No ☐
c. Paid sick leave	Yes ☒	No ☐
d. Safety/ health incentive program	Yes ☐	No ☒
e. Company paid safety/ health training	Yes ☒	No ☐

SAFETY & HEALTH PROGRAM & PROCEDURES

34. Do you have a written Safety and Health Program?	Yes ☒	No ☐
Does the program address the following key elements:		
* Management commitment and expectations	Yes ☒	No ☐
* Employee participation	Yes ☒	No ☐
* Accountabilities & responsibilities for managers, supervisors, and employees	Yes ☒	No ☐
* Resources for meeting safety & health requirements	Yes ☒	No ☐
* Periodic safety and health performance appraisals for all employees	Yes ☒	No ☐

* Hazard recognition and control	Yes [X]	No [ ]

35. Does the program include work practices and procedures such as:		
a. Equipment Lockout and Tagout (LOTO)	Yes [X]	No [ ]
b. Confined Space Entry	Yes [X]	No [ ]
c. Injury & Illness Recording	Yes [X]	No [ ]
d. Fall Protection	Yes [X]	No [ ]
e. Personal Protective Equipment	Yes [X]	No [ ]
f. Portable Electrical/Power Tools	Yes [X]	No [ ]
g. Vehicle Safety	Yes [X]	No [ ]
h. Compressed Gas Cylinders	Yes [X]	No [ ]
i. Electrical Equipment Grounding Assurance	Yes [X]	No [ ]
j. Powered Industrial Vehicles (Cranes, Forklifts, JLGs, etc.)	Yes [X]	No [ ]
k. Housekeeping	Yes [X]	No [ ]
l. Accident/Incident Reporting	Yes [X]	No [ ]
m. Unsafe Condition Reporting	Yes [X]	No [ ]
n. Emergency Preparedness, including evacuation plan	Yes [X]	No [ ]
o. Waste Disposal	Yes [X]	No [ ]
36. Do you have written programs for the following:		
a. Hearing Conservation	Yes [X]	No [ ]
b. Respiratory Protection	Yes [X]	No [ ]
Where applicable, have employees been:		
[ ] Trained	Yes [ ]	No [ ]
[ ] Fit Tested	Yes [ ]	No [ ]
[ ] Medically Approved	Yes [ ]	No [ ]
c. Hazard Communication	Yes [X]	No [ ]
d. Program to support the contractor requirements of the OSHA Process Safety Management of Highly Hazardous Chemicals (29 CFR 1910.119; Explosives and Blasting Agents Standard	Yes [X]	No [ ]
37. Do you have a substance abuse program?	Yes [X]	No [ ]
If yes, does it include the following:		
* Pre-employment Testing	Yes [X]	No [ ]
* Random Testing	Yes [X]	No [ ]
* Testing for Cause	Yes [X]	No [ ]
* DOT Testing	Yes [X]	No [ ]
38. Do your employees read, write, and understand English such that they can perform their job tasks safely without an interpreter?	Yes [X]	No [ ]
If no, provide a description of your plan to assure that they can safely perform their jobs.		
39. Medical		
a. Do you conduct medical examinations for:		
* Pre-employment	Yes [ ]	No [X]
* Preplacement Job Capability	Yes [ ]	No [X]
* Pulmonary	Yes [ ]	No [X]
* Respiratory	Yes [ ]	No [X]
b. Describe how you will provide first aid and other medical services for your employees while on-site: on site basic first aid or hospital or ambulance as needed.		
Specify who will provide this service: On Site Supervisor		
c. Do you have personnel trained to perform first aid and CPR?	Yes [ ]	No [X]

40. Do you hold site safety and health meetings for:			
* Field Supervisors	Yes [X]	No [ ]	Frequency Weekly
* Employees	Yes [X]	No [ ]	Frequency Weekly
* New Hires	Yes [X]	No [ ]	Frequency Weekly

* Subcontractors	Yes [X]	No [ ]	Frequency Weekly
Are the safety and health meetings documented?	Yes [X]	No [ ]	

41. Personal Protection Equipment (PPE)		
a. Is adequate PPE provided for employees?	Yes [X]	No [ ]
b. Do you have a program to assure that PPE is inspected and maintained?	Yes [X]	No [ ]
42. Do you have a corrective action process for addressing individual safety and health performance deficiencies. If yes, please provide a copy of this process.	Yes [ ]	No [ ]
43. Equipment and Materials:		
a. Do you have a system for establishing applicable health, safety, and environmental specifications for acquistion of materials and equipment?	Yes [ ]	No [X]
b. Do you conduct inspections on operating equipment (cranes, forklifts, JLGs etc.) in compliance with regulatory requirements?	Yes [X]	No [ ]
c. Do you maintain operating equipment in compliance with regulatory requirements?	Yes [X]	No [ ]
d. Do you maintain the applicable inspection and maintenance certification records for operating equipment?	Yes [ ]	No [X]
44. Subcontractors - TEP DOES NOT USE SUBCONTRACTORS		
a. Do you use safety and health performance criteria in selection of subcontractors?	Yes [ ]	No [ ]
b. Do you evaluate the ability of subcontractors to comply with applicable health and safety requirements as part of the selection process?	Yes [ ]	No [ ]
c. Do your subcontractors have a written Safety & Health Program?	Yes [ ]	No [ ]
d. Do you include your subcontractors in:		
* Safety & Health Orientation	Yes [ ]	No [ ]
* Safety & Health Meeting	Yes [ ]	No [ ]
* Inspections	Yes [ ]	No [ ]
* Audits	Yes [ ]	No [ ]
45.Inspections and audits		
a. Do you conduct safety and health inspections?	Yes [X]	No [ ]
b. Do you conduct safety and health program audits?	Yes [ ]	No [X]
c. Are corrections of deficiencies documented?	Yes [ ]	No [X]

SAFETY & HEALTH TRAINING

46.Craft Training		
a. Have your employees been trained in appropriate job skills?	Yes [X]	No [ ]
b. Are your employees job skills certified where required by regulatory or industry concensus standards?	Yes [X]	No [ ]
c. List crafts which have been certified:	Heavy Equipment, OSHA & Hazwoper safety training.	

47.Safety & Health Orientation	New Hires		Supervisors	
a. Do you have a Safety & Health Orientation Program for new hires and newly hired or promoted supervisors?	Yes [X]	No [ ]	Yes [ ]	No [X]
b. Does the program provide instruction on:				
* New Worker Orientation	Yes [X]	No [ ]	Yes [ ]	No [ ]
* Safe Work Practices	Yes [X]	No [ ]	Yes [ ]	No [ ]
* Safety Supervision	Yes [X]	No [ ]	Yes [ ]	No [ ]
* Toolbox Meetings	Yes [X]	No [ ]	Yes [ ]	No [ ]
* Emergency Procedures	Yes [X]	No [ ]	Yes [ ]	No [ ]
* First Aid Procedures	Yes [X]	No [ ]	Yes [ ]	No [ ]

* Incident Investigation	Yes ☒	No ☐	Yes ☐	No ☐
* Fire Protection and Prevention	Yes ☒	No ☐	Yes ☐	No ☐
* Safety Intervention	Yes ☒	No ☐	Yes ☐	No ☐
* Hazard Communication	Yes ☒	No ☐	Yes ☐	No ☐

c. How long is the orientation program? _N/A__ Hours

48. Safety & Health Training

a. Do you know the regulatory safety and health training requirements for employees?	Yes ☒	No ☐
b. Have your employees received the required safety and health training and retraining?	Yes ☒	No ☐
c. Do you have a specific safety and health training program for supervisors?	Yes ☒	No ☐

49. Training Records

a. Do you have safety and health, as well as crafts training records for your employees?	Yes ☒	No ☐
b. Do the training records include the following:		
Employee Identification	Yes ☒	No ☐
Date of Training	Yes ☒	No ☐
Name of Trainer	Yes ☒	No ☐
Method used to verify understanding	Yes ☒	No ☐

c. How do you verify understanding of training? (Check all that apply)

☒ Written Test
☒ Oral Test
☒ Performance test
☒ Job Monitoring
☐ Other (List) _____
_____

Name & Title of Company Officer responsible for assuring the accuracy of the document:

Name: Mike Sullivan *Title: Vice President* *Date: 2-12-25*

REQUIRED ATTACHMENT CHECKLIST

Please insure your return package contains all of the items listed below:

☐ Sample Insurance Certificate

☐ OSHA 300 Logs

☐ EMR (Experience Modification Rate)

☐ Safety Manual

☐ Drug & Alcohol Policy

☐ Contractor's License(s)

***********OFFICE USE ONLY***********

Subcontractor is:

☐ Approved for Qualified Subcontractor List

☐ Conditionally approved for Qualified Subcontractor List

**Conditions: _____

_____

_____

☐ Not Approved for Qualified Subcontractor List

Corporate Subcontracts Administrator: _____ Date:_____

Conditions must be approved by the Corporate Safety Department:

Name:_____ Title:_____ Date:_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2025

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 – West Infrast]
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

RE: Edinburg Regional Disposal Facility – West Infrastructure Improvements

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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: Remarks

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 General Liability, Auto Liability, and Excess Liability policies inlcude a Blanket 30DNOC 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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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
E	Installation Floater - ITH100065429324 12/01/2024 - 12/01/2025			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
$90,000					

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

OFADTLCV

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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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2025

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 – West Infrast]
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

RE: Edinburg Regional Disposal Facility – West Infrastructure Improvements

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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: Remarks

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 General Liability, Auto Liability, and Excess Liability policies inlcude a Blanket 30DNOC 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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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
E	Installation Floater - ITH100065429324 12/01/2024 - 12/01/2025			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
$90,000					

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

OFADTLCV

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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".

© Insurance Services Office, Inc., 2016

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:

August 5, 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 5th day of August 20 25.

By: Betty Lisa Hagood

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

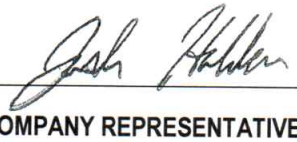
2. Will not boycott Israel during the term of the contract.

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:

August 5, 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.

Josh Holden

SIGNATURE OF COMPANY REPRESENTATIVE:

Joshua Holden - CEO

TYPE/PRINT NAME AND TITLE:

August 5, 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:

August 5, 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	208,447.69	$208,447.69
002	Perimeter Access Road/Berm Excavation, complete in place ready to use	CY	53,800	3.60	$193,680.00
003	Perimeter Access Road/Berm Fill, complete in place ready to use	CY	43,100	1.20	$51,720.00
004	Perimeter Access Road/Berm Road Base (12" Caliche/Geosynthetics), complete in place ready to use	SY	23,200	18.57	$430,824.00

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005	Pond W1 Excavation, complete in place ready to use	CY	18,200	3.69	$67,158.00
006	Pond W1 Fill, complete in place ready to use	CY	15,900	1.20	$19,080.00
007	Pond W1 Subgrade Preparation, complete in place ready to use	AC	10	2,790.00	$27,900.00
008	Pond W1 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	0.51	$234,600.00
009	Pond W1 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	0.36	$165,600.00
010	Pond W2 Excavation, complete in place ready to use	CY	58,450	3.69	$215,680.50
011	Pond W2 Fill, complete in place ready to use	CY	13,250	1.20	$15,900.00
012	Pond W2 Subgrade Preparation, complete in place ready to use	AC	10	2,790.00	$ 27,900.00
013	Pond W2 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	0.51	$ 234,600.00
014	Pond W2 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	0.36	$ 165,600.00
015	Pond W6 Excavation, complete in place ready to use	CY	252,600	3.90	$985,140.00
016	Pond W6 Fill, complete in place ready to use	CY	550	1.20	$660.00
017	Pond W6 Subgrade Preparation, complete in place ready to use	AC	10	2,790.00	$27,900.00
018	Pond W6 Flexible Membrane Liner (HDPE-60 mil), complete in place ready to use	SF	460,000	0.51	$234,600.00
019	Pond W6 Nonwoven Geotextile (16 oz), complete in place ready to use	SF	460,000	0.36	$165,600.00
020	Ditch C1.A, C1.B, & C1.C (2,609 LF) Excavation, complete in place ready to use	CY	6,100	3.90	$23,790.00
021	Ditch C7.A Excavation (1,771 LF), complete in place ready to use	CY	3,350	3.90	$13,065.00
022	Ditch C6.C, C6.B, & C6.A (1,722 LF) Excavation, complete in place ready to use	CY	2,750	3.90	$10,725.00
023	Ditch C5.A, C5.B, C5.C (1,710 LF) Excavation, complete in place ready to use	CY	10,750	3.90	$41,925.00
024	Ditch C4.A & C4.B (1,054 LF) Excavation, complete in place ready to use	CY	3,000	3.90	$11,700.00

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025	Pond W1 (3) 6' x 3' Box Culverts (66 LF), complete in place ready to use	LF	198	1,311.00	$259,578.00
026	Pond W2 (6) 4' x 2' Box Culverts (77 LF), complete in place ready to use	LF	462	819.00	$378,378.00
027	Pond W6 (6) 6' x 3' Box Culverts (56 LF), complete in place ready to use	LF	336	1,311.00	$440,496.00
028	Additional Culverts (4) 4' x 2' Box Culverts (76 LF & 51 LF), complete in place ready to use	LF	254	819.00	$208,026.00
029	Raise Sanitary Sewer Manhole, complete in place ready to use	EA	1	17,472.00	$17,472.00
030	Perimeter Fence, (8 ft. tall), complete in place ready to use	LF	2,055	22.50	$46,237.50
031	Electrical Service Reconnection (Panels SD-3, SD-2, & SD-1), complete in place ready to use	LS	1	8,514.00	$8,514.00
032	Electrical Service Reconnection (Panel SD-4), complete in place ready to use	LS	1	5,433.00	$5,433.00
033	Electrical Service Reconnection (Panel SD-5), complete in place ready to use	LS	1	4,314.00	$ 4,314.00
034	Electrical Service Reconnection (Panels SD-6 & SD-7), complete in place ready to use	LS	1	8,514.00	$8,514.00
035	Electrical Service Reconnection (Panel SD-8), complete in place ready to use	LS	1	4,314.00	$4,314.00
036	Electrical Service Reconnection (Panel 2A), complete in place ready to use	LS	1	4,314.00	$4,314.00
037	Electrical Service Reconnection (Panel 2B), complete in place ready to use	LS	1	4,314.00	$4,314.00
038	Electrical Service Reconnection (Panel 4A), complete in place ready to use	LS	1	4,314.00	$4,314.00
039	Electrical Service Reconnection (Panel 4B), complete in place ready to use	LS	1	4,314.00	$4,314.00
040	Electrical Service Reconnection (Panel 6A), complete in place ready to use	LS	1	5,433.00	$5,433.00
041	Panelboards, complete in place ready to use	LS	1	127,233.00	$127,233.00

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042	Leachate Collection System Riser Headwall (SD-2, SD-3, SD-4, SD-5, SD-6, SD-7, SD-8, SD-2A, SD-2B, SD-4A, SD-4B, SD-6A, & SD-6B), complete in place ready to use	EA	13	16,800.00	$218,400.00
043	Underground Trenching and Conduit Installation (2 ½"), complete in place ready to use	LF	7,100	23.37	$165,927.00
044	Gas Probes w/Retaining Wall (GP-34, GP-26, GP-27, GP-28, GP-29, GP-30, & GP-31, complete in place ready to use	EA	7	14,016.00	$98,112.00
045	Monitoring Well Retaining Wall (MW-2R, MW-24, MW-9R, MW-23, & MW-10), complete in place ready to use	EA	5	4,704.00	$23,520.00
046	Allowance for Unanticipated Work Items, complete in place ready to use	LS	1	$50,000	$50,000
001	Additive Alternate Perimeter Fence (30 ft. tall), complete in place ready to use	LF	2000	228.00	$456,000.00
002	Additive Alternate Building Demolition, complete in place ready to use	LS	1	15,900.00	$15,900.00
003	Additive Alternate Future West Ponds/Minimum 100,000 CY	CY	100,000	3.90	$390,000.00
004	Additive Alternate New Gas Probes (GP-107, GP-108, GP-109, GP-110, GP-111, GP-112, GP-113, GP-114, GP-115, GP-116, GP-117, & GP-118), complete in place ready to use	EA	12	7,842.00	$94,104.00
005	Additive Alternate New Monitoring Wells (MW-108, MW-109, MW-110, MW-111, MW-112, MW-113, MW-114, MW-115, MW-116, MW-117, & MW-118), complete in place ready to use	EA	11	10,794.00	$118,734.00
Total of All Unit Price Base Bid Items					$5,660,952.69
Total of All Unit Price Base Bid Items and Additive Alternates 001-005					$6,735,690.69

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.

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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 Perimeter Access Road/Berm Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of the perimeter access road/berm. Measurement for payment is by the cubic yard basis.

Item 003 Perimeter Access Road/Berm Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of the perimeter access road/berm. Measurement for payment is by the cubic yard basis.

Item 004 Perimeter Access Road/Berm Road Base (12" Caliche/Geosynthetics)

The Contractor shall install the base material, compact, and install geosynthetics for the perimeter access road/berm to the required elevations for the access road/berm. Measurement for payment is by the cubic yard basis.

Item 005 Pond W1 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of Pond W1 in accordance with the Linder Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 006 Pond W1 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of Pond W1 in accordance with Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

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Item 007 Pond W1 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 008 Pond W1 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 009 Pond W1 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Control Plan (LQCP) in Appendix II . Measurement for payment is by the square foot basis.

Item 010 Pond W2 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of Pond W2 in accordance with the Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 011 Pond W2 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of Pond W2 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 012 Pond W2 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 013 Pond W2 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 014 Pond W2 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 015 Pond W6 Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of Pond W6 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

Item 016 Pond W6 Fill

The Contractor shall fill and compact to required subgrade elevations in preparation for the construction of Pond W6 in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the cubic yard basis.

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Item 017 Pond W6 Subgrade Preparation

The Contractor shall prepare the subgrade for liner material in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the acre basis.

Item 018 Pond W6 Flexible Membrane Liner (HDPE-60 mil)

The Contractor shall install the HDPE-60 mil liner in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 019 Pond W6 Nonwoven Geotextile (16 oz)

The Contractor shall install the nonwoven geotextile (16 oz) in accordance with the Liner Quality Control Plan (LQCP) in Appendix II. Measurement for payment is by the square foot basis.

Item 020 Ditch C1.A, C1.B, & C1.C (2,609 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 021 Ditch C7.A Excavation (1,771 LF)

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditch. Measurement for payment is by the cubic yard basis.

Item 022 Ditch C6.C, C6.B, & C6.A (1,722 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 023 Ditch C5.A, C5.B, C5.C (1,710 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 024 Ditch C4.A & C4.B (1,054 LF) Excavation

The Contractor shall excavate to required subgrade elevations in preparation for the construction of ditches. Measurement for payment is by the cubic yard basis.

Item 025 Pond W1 (3) 6' x 3' Box Culverts (66 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

Item 026 Pond W2 (6) 4' x 2' Box Culverts (77 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

Item 027 Pond W6 (6) 6' x 3' Box Culverts (56 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

Item 028 Additional Culverts (4) 4' x 2' Box Culverts (76 LF & 51 LF)

The Contractor shall install the box culverts to the required elevations. Measurement for payment is by the linear foot.

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Item 029 Raise Sanitary Sewer Manhole

The Contractor shall raise the existing sanitary sewer manhole to the required elevation. Measurement for payment is by each.

Item 030 Perimeter Fence (8 ft. tall)

The Contractor shall install a perimeter fence to the required height. It shall include 8 in. diameter x 12 ft. long CCA treated posts (20 ft. spacing), 10 ft. galvanized steel T-posts (5 ft. spacing), 8 ft. tall galvanized 12.5-gauge fixed knot field fence, and all other required materials such as hardware and braces to construct the fence. Contractor shall include removal and disposal of existing fence and brush clearing that is required to construct the fence.

Item 031 Electrical Service Reconnection (Panels SD-3, SD-2, & SD-1)

The Contractor shall disconnect and reconnect electrical service/panels as required to ensure they are fully functional and/or operational. Measurement for payment is by lump sum.

Item 032 Electrical Service Reconnection (Panel SD-4)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 033 Electrical Service Reconnection (Panel SD-5)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 034 Electrical Service Reconnection (Panel SD-6 & SD-7)

The Contractor shall disconnect and reconnect electrical service/panels as required to ensure they are fully functional and/or operational. Measurement for payment is by lump sum.

Item 035 Electrical Service Reconnection (Panel SD-8)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 036 Electrical Service Reconnection (Panel 2A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 037 Electrical Service Reconnection (Panel 2B)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 038 Electrical Service Reconnection (Panel 4A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 039 Electrical Service Reconnection (Panel 4B)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

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Item 040 Electrical Service Reconnection (Panel 6A)

The Contractor shall disconnect and reconnect electrical service/panel as required to ensure it is fully functional and/or operational. Measurement for payment is by lump sum.

Item 041 Panelboards

The Contractor shall install seven electrical panelboards per electrical requirements. Panelboards to include service rack, panelboard, meter enclosure, trenching, and all electrical appurtenances. Measurement for payment is by lump sum.

Item 042 Leachate Collection System Riser Headwall

The Contractor shall construct headwalls at SD-2, SD-3, SD-4, SD-5, SD-6, SD-7, SD-8, SD-2A, SD-2B, SD-4A, SD-4B, SD-6A, & SD-6B. Measurement for payment is by each.

Item 043 Underground Trenching and Conduit Installation (7,100 LF)

The Contractor shall trench and install 2 ½" conduit per electrical requirements including pull boxes every 300 LF in preparation for the electrical utility to complete their work. It shall include any brush clearing required for installation. Measurement for payment is by the linear foot.

Item 044 Gas Probes with Retaining Wall (2-3 ft.)

The Contractor shall have a driller licensed in the State of Texas plug, abandon, and demolish the existing gas probes except for GP-34 which is already near the property line; supervised by the Owner's Engineer or Geologist. The gas probes shall be relocated to near the property line by a driller licensed in the State of Texas and supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the Installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C. The Contractor shall construct a small retaining wall around all the gas probes that will extend 6" above the adjacent sideslope. Measurement for payment is by each.

Item 045 Monitoring Well Retaining Wall (4-7 ft.)

The Contractor shall construct a retaining wall around the monitoring well that extends 6" above the adjacent sideslope. Measurement for payment is by each.

Item 046 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.

Item 001 Additive Alternate Perimeter Fence (30 ft. tall)

The Contractor shall install the perimeter fence to the required height. The perimeter fence shall be provided and installed by "Ace Golf Netting" or approved equal. It shall include steel poles, netting and all other materials, footings, and brush clearing required to install the fence. Measurement for payment is by the linear foot.

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Item 002 Additive Alternate Building Demolition (2,200 ft^2)

The Contractor shall demolish the building including foundation and dispose of material onsite. Measurement for payment is by the lump sum.

Item 003 Additive Alternate Future West Ponds (Minimum 100,000 CY)

The Contractor shall excavate a minimum of 100,000 cubic yards for future west ponds. Measurement for payment is by the cubic yard basis.

Item 004 Additive Alternate New Gas Probes

The Contractor shall have a driller licensed in the State of Texas install the new gas probes; supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C.

Item 005 Additive Alternate New Monitoring Wells

The Contractor shall have a driller licensed in the State of Texas install the new monitoring Wells; supervised by the Owner's Engineer or Geologist. The Owner's Engineer or Geologist will prepare and submit the installation report to the TCEQ for approval. Refer to Appendix III-Gas Probes and Monitoring Wells for specifications and installation procedures in accordance with TCEQ Permit MSW-956C.

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	7/28/25

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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.
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.

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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.

   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.

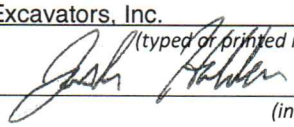
   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

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

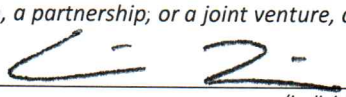
By: 
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: August 5, 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: August 5, 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 5th day of August 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 5th day of August 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.

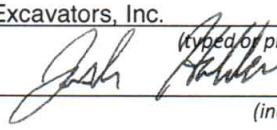
H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

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: August 5, 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					

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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

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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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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	$ 609,138.00	10%	Aug-25
GFL Environmental	Cell VB sump and cell VB cleanout risers including pumps, panels, pipe and all related	Dated 5/20/25		
3083 Smackover Hwy	appurtenances.			
El Dorado, AR 71730	13,500 CY of excavation			
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	$ 7,269,000.00	Not Started	
Republic Services Environmental Solutions III, LLC	excavation, general fill, installation of protective cover layer, installation of leachate	Dated 7/2/25		
16415 NW Waste Site Drive	collection system, installation of a leachate evaporation pond, stormwater ponds, perimeter			
Mayfield, ID 83647	road, vegetation and other related work.			
Environmental Manager - Jorden Foster, 470-827-3616	931,854 CY of excavation			
Plum Creek Management District No. IA	Phase IIB Clearing and Grubbing & Detention and Drainage Facilities to Serve Plum Creek	$ 6,269,700.00	Not Started	
C/O LJA Engineering, Inc.	Management District No. IA - Includes clearing and grubbing; the excavation and dirt			
1904 W Grand Parkway North, Suite 120	manipulation of 662,300 CY of earthen material to be hauled, placed and compacted on-			
Katy, Texas 77449	site; installation of backslope interceptor structures, drainage swales, concrete pilot			
Engineer - Scott Frankovich PE, (817) 372-0953	channel, erosion control items and all other related work.			
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 4 Construction - Perform excavation, fill placement, clay liner construction,	$ 1,934,269.80	32%	Oct-25
Waste Management of Texas	geosynthetic coordination, underdrain and leachate collection system installation,	Dated 5/9/25		
24275 Katy Freeway, Suite 450	protective cover layer placement, enhanced cell drainage construction, stormwater &			
Katy, TX 77494	groundwater control, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	364,013 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 9 Construction - Perform excavation, fill placement, clay liner construction,	$ 1,363,186.24	14%	Oct-25
Waste Management of Texas	geosynthetic coordination, underdrain and leachate collection system installation,	Dated 5/19/25		
24275 Katy Freeway, Suite 450	protective cover layer placement, stormwater & groundwater control, and all other related			
Katy, TX 77494	work.			
Attn: Mr. Chuck Rivette (713) 647-5542	238,164 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
COASTAL PLAINS LANDFILL	Cell 30 Construction - Perform excavation, fill placement, clay liner construction,	$ 1,159,080.00	Jun-25	
Waste Management of Texas	geosynthetic coordination, underdrain and leachate collection system installation,			
24275 Katy Freeway, Suite 450	forcemain installation, protective cover layer placement, enhanced cell drainage			
Katy, TX 77494	construction, stormwater & groundwater control, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	30,100 CY of excavation			
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	$ 4,090,690.50	45%	Jul-25
C/O LJA Engineering, Inc.	the purchase, haul placement and compaction of 221,100 CY of earthen material.	Dated 4/30/25		
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	$ 4,540,380.00	41%	Oct-25
Edinburg Regional Disposal Facility	supervision, and expertise to place general fill; prepare suitable subgrade; construct	Dated 2/7/25		
8601 North Jasman Road	drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver,			
Edinburg, TX 78542	and install geosynthetic materials for drainage improvements in accordance with project			
Engineer - WSP, Chad Ireland , PE (713) 471-5701	plans and technical specifications.			
	694,000 CY of excavation			
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 -	$ 4,450,500.93	26%	Sep-25
C/O LJA Engineering, Inc.	Includes clearing and grubbing; the excavation of approximately 478,122 CY of earthen	Dated 4/21/25		
1904 West Grand Parkway North, Suite 120	material to be hauled, placed and compacted on-site; installation of clay liner for lakes;			
Katy, Texas 77449	installation of backslope interceptor structures, storm sewer pipe, slope paving, swales and			
Engineer - Kathleen Kinchen, PE, (713) 358-8816	riprap.			
BLUE RIDGE LANDFILL	Class 1 Sector 24G Construction including excavation, general fill, and subgrade	$ 1,399,533.46	May-25	
Republic Services, Inc.	preparation; installation of an underdrain system; installation of compacted clay liner;			
Blue Ridge Landfill TX, L.P.	installation of a leachate collection systems; installation of protective cover; future and			
2200 FM 521	existing tie-ins; installation of road and truck pad; leachate and underdrain forcemains; and			
Fresno, TX 77545	other services as described in the Scope of Work.			
Environmental Manager - Tyler Tandy, (281) 536-0254	209,000 CY of excavation			
BLUE RIDGE LANDFILL	MSW Sector 14C Construction including excavation, general fill, and subgrade preparation;	$ 1,924,474.65	May-25	
Republic Services, Inc.	installation of an underdrain system; installation of compacted clay liner; installation of a			
Blue Ridge Landfill TX, L.P.	leachate collection system; installation of protective cover; future and existing tie-ins;			
2200 FM 521	installation of road and truck pad; and other services as described in the Scope of Work.			
Fresno, TX 77545	145,000 CY of excavation			
Environmental Manager - Tyler Tandy, (281) 536-0254				
BLUE RIDGE LANDFILL	Final Cover Landscape Berm Construction including locating the existing liner tie-in;	$ 1,109,100.15	Not Started	
Republic Services, Inc.	grading and placement of intermediate cover and surface preparation; installation of 18-	Dated 1/2/25		
Blue Ridge Landfill TX, L.P.	inch soil infiltration layer; installation of a 42-inch erosion layer; installation of a 6-inch			
2200 FM 521	topsoil layer; future final cover tie-ins; installation of a Flexamat-lined stormwater chutes,			
Fresno, TX 77545	drainage swales, TRM and vegetation establishment; and all other services described in			
Environmental Manager - Tyler Tandy, (281) 536-0254	the Scope of Work.			

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				

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

Texas Environmental Plastics Ltd.

Subcontractor Pre-Qualification Form (PQF)

GENERAL INFORMATION		
1. Company Name: Texas Environmental Plastics, Ltd.	Telephone: 281-821-7320	Fax: 281-821-7138
Street Address: 29089 Robinson Road	Mailing Address: Same	
Conroe, TX 77385		
Web site: www.tepinc.net		
2. Officers:		Years With Company
President: Steve Danton		29
Vice President: Mike Sullivan		29
Treasurer: Ann Danton		29
3. How many years has your organization been in business under your present firm name?		29
4. Parent Company Name: N/A		
City:	State:	Zip:
Subsidiaries: N/A		
5. Under Current Management Since (Date): April 1996		
6. Contact for Insurance Information: Kim Arrendell		
Title: Office Administrator	Telephone: 281-821-7320	Fax: 281-821-7138
7. Insurance Carrier(s):		

Name	Type of Coverage	Telephone
Gallagher Risk Management	General Liability	713-622-2330
G&A Partners	Workers' Comp	1-866-497-4222

8. Are you self insured for Worker's Compensation Insurance?		Yes ☒	No ☐
9. Contact for Requesting Bids: John Dyring		Title: Sales	
Telephone: 281-821-7320	Fax: 281-821-7138	Email: jdyring@tepinc.net	
10. PQF Completed By: Kim Arrendell		Title: Office Administrator	

Telephone: 281-821-7320	Fax: 281-821-7138	Email: karrendell@tepinc.net

ORGANIZATION

11. Form of Business: Sole Owner ☐ Partnership ☐ Corporation X☐

12. Percent Owned: 100%

13. Describe Services Performed:

SIC Code:

- ☒ Construction
- ☐ Construction Design
- ☐ Original Equipment Manufacturer and Installer
- ☐ Maintenance
- ☐ Manpower and Resource
- ☐ Original Equipment Manufactured & Maintained
- ☐ Service Work (e.g.,janitorial,clerical, etc)
- ☒ Other

14. Describe Additional Services Performed: Supply and Install geosynthetic liner

15. List other types of work within the services you normally perform that you subcontract to others: N/A

16. List the state(s) where your company currently holds a valid Contractor's License. Provide copies of such license(s).
Louisianna

17. Attach a list of major equipment (e.g,.cranes,JLGs, forklifts) your company has available for work at this facility and the method of establishing competency to operate. - Forklift, Skidsteer - Heavy Equipment certification

18. Do you normally employ? ☐ Union Personnel ☒ Non-Union Personnel

If union, list trades/locals:

19. Annual Dollar Volume for the Past Three Years:	Year 2024	Year 2023	Year 2022
	$12,000,000	$15,000,000	$13,000,000

20. Largest Job During the Last Three Years: $ 13 mil

21. Your Firm's Desired Project Size:	Maximum: 2 mil	Minimum: 350,000

22. Financial Rating:	D&B:	Net Worth: $1,200,000

COMPANY WORK HISTORY

23. Major jobs in progress:

Customer/Location	Type of Work	Contact Name	Telephone
City of Corsicana	Landfill Liner	Jason Beard	903-654-4888
Fort Worth	Landfill Liner	Austin Sparks	903-534-7986
Mayfield (WKY)	Landfill Liner	Dianna Postiglione	647-403-9458

24. Major jobs completed in the past three years:

Customer/Location	Type of Work	Contact Name	Telephone
Ocean County	Landfill Liner	Larry Kiesel	732-323-8528
Clean Harbors - Grassy Mountain	Landfill Liner	Faizur Khan	281-930-2410
City of Midland	Landfill Liner	Rick Schaefer	281-253-6248

25. Are there any judgments, claims or suits pending or outstanding against your company?

If yes, please attach details. Yes ☐ No ☒

26. Are you now or have you ever been involved in any bankruptcy or reorganization proceedings?

If yes, please attach details. Yes ☐ No ☒

27. Are you now or have you ever been involved with enforcement action with any agency of the US Government?

If yes, please attach details. Yes ☐ No ☒

SAFETY & HEALTH PERFORMANCE

28. Workers Compensation Exp c. EMR anniversary date: March 1

a. EMR is:

- ☐ Interstate Rate
- ☒ Intrastate Rate
- ☐ Monopolistic State Rate
- ☐ Dual Rate

b. EMR for last three years:

Year 2024	Rate .68
Year 2023	Rate .69
Year 2022	Rate .68

c. EMR anniversary date: March 1

d. State of Origin: Texas

29. Injury and Illness Data

a. Employee hours worked last three years (excluding subcontractors)	Hours/Years	Year 2024	Year 2023	Year 2022
	Field	53,311	76,645	75,504
	Total	326,199	93,499	97,191

b. Provide the following data (excluding subcontractors) using your OSHA 300 Forms from the past three (3) years:

	Year 2024		Year 2023		Year 2022	
	No.	Rate	No.	Rate	No.	Rate
Injury related fatality. $Rate = \frac{Total\ Col.\ 1x200,000}{Total\ Employee\ Hrs}$	0	0	0	0	0	0
Lost workday case injuries involving days away from work, days of restricted work activity, or both. $Rate = \frac{Total\ Col.\ 2x200,000}{Total\ Employee\ Hrs}$	0	0	0	0.00	1	2.06
Lost workday case injuries involving days away from work. $Rate = \frac{Total\ Col.\ 3x200,000}{Total\ Employee\ Hrs}$	0	0.00	1	2.14	1	2.06
Injuries involving medical treatment only. $Rate = \frac{Total\ Col.\ 6x200,000}{Total\ Employee\ Hrs}$	0	0.00	0	0.00	0	0.00
Total OSHA Recordable Injury Rate $Rate = \frac{(Total\ Col.\ 1+2+6)x200,000}{Total\ Employee\ Hrs}$	0	0.00	1	2.14	2	4.12
Illness related fatality $Rate = \frac{Total\ Col.\ 8x200,000}{Total\ Employee\ Hrs}$	0	0	0	0	0	0.00
Lost workday case illnesses involving days away from work, days of restricted work activity, or both.						

$Rate = \frac{Total\ Col.\ 9 \times 200{,}000}{Total\ Employee\ Hrs}$	0	0	0	0.00	0	0.00
Lost workday case illnesses involving days away from work. $Rate = \frac{Total\ Col.\ 10 \times 200{,}000}{Total\ Employee\ Hrs}$	0	0	0	0	0	0.00
Illnesses not involving lost workdays or restricted workdays. $Rate = \frac{Total\ Col.\ 13 \times 200{,}000}{Total\ Employee\ Hrs}$	0	0	0	0.00	0	0.00
Total OSHA Recordable Illness Rate. $Rate = \frac{(Total\ Col.\ 8+9+13) \times 200{,}000}{Total\ Employee\ Hrs}$	0	0	0	0.00	0	0.00
Total OSHA Recordable Illness/Injury Rate. $Rate = \frac{(Total\ Col.\ 1+2+6+8+9+13) \times 200{,}000}{Total\ Employee\ Hrs}$	0	0.00	1	2.14	2	3.21

Notes: (1) Data should be best available data applicable to the work in this region or area

(2) If your company is not required to maintain OSHA 300 forms, please provide information from your Worker's Compensation insurance carrier itemizing all claims for the last three years

30. Have you received any regulatory (EPA, OSHA, etc.) citations in the last three years?
If yes, please attach copies. Yes ☐ No ☐ X

SAFETY & HEALTH MANAGEMENT

31. Highest ranking safety/ health professional in the company: Mike Sullivan

Title: Vice President	Telephone: 281-821-7320	Fax: 281-821-7138

32. Do you have or provide:

a. Full time Site Safety/ Health Director	Yes ☐	No ☒
b. Full time Site Safety/ Health Supervisor	Yes ☐	No ☒
c. Full time Job Safety/ Health Coordinator	Yes ☐	No ☒

33. Do you have or provide:

a. Company paid health insurance	Yes ☒	No ☐
b. Company paid dental insurance	Yes ☒	No ☐
c. Paid sick leave	Yes ☒	No ☐
d. Safety/ health incentive program	Yes ☐	No ☒
e. Company paid safety/ health training	Yes ☒	No ☐

SAFETY & HEALTH PROGRAM & PROCEDURES

34. Do you have a written Safety and Health Program?	Yes ☒	No ☐
Does the program address the following key elements:		
* Management commitment and expectations	Yes ☒	No ☐
* Employee participation	Yes ☒	No ☐
* Accountabilities & responsibilities for managers, supervisors, and employees	Yes ☒	No ☐
* Resources for meeting safety & health requirements	Yes ☒	No ☐
* Periodic safety and health performance appraisals for all employees	Yes ☒	No ☐

* Hazard recognition and control	Yes [X]	No [ ]

35. Does the program include work practices and procedures such as:		
a. Equipment Lockout and Tagout (LOTO)	Yes [X]	No [ ]
b. Confined Space Entry	Yes [X]	No [ ]
c. Injury & Illness Recording	Yes [X]	No [ ]
d. Fall Protection	Yes [X]	No [ ]
e. Personal Protective Equipment	Yes [X]	No [ ]
f. Portable Electrical/Power Tools	Yes [X]	No [ ]
g. Vehicle Safety	Yes [X]	No [ ]
h. Compressed Gas Cylinders	Yes [X]	No [ ]
i. Electrical Equipment Grounding Assurance	Yes [X]	No [ ]
j. Powered Industrial Vehicles (Cranes, Forklifts, JLGs, etc.)	Yes [X]	No [ ]
k. Housekeeping	Yes [X]	No [ ]
l. Accident/Incident Reporting	Yes [X]	No [ ]
m. Unsafe Condition Reporting	Yes [X]	No [ ]
n. Emergency Preparedness, including evacuation plan	Yes [X]	No [ ]
o. Waste Disposal	Yes [X]	No [ ]
36. Do you have written programs for the following:		
a. Hearing Conservation	Yes [X]	No [ ]
b. Respiratory Protection	Yes [X]	No [ ]
Where applicable, have employees been:		
[ ] Trained	Yes [ ]	No [ ]
[ ] Fit Tested	Yes [ ]	No [ ]
[ ] Medically Approved	Yes [ ]	No [ ]
c. Hazard Communication	Yes [X]	No [ ]
d. Program to support the contractor requirements of the OSHA Process Safety Management of Highly Hazardous Chemicals (29 CFR 1910.119; Explosives and Blasting Agents Standard	Yes [X]	No [ ]
37. Do you have a substance abuse program?	Yes [X]	No [ ]
If yes, does it include the following:		
* Pre-employment Testing	Yes [X]	No [ ]
* Random Testing	Yes [X]	No [ ]
* Testing for Cause	Yes [X]	No [ ]
* DOT Testing	Yes [X]	No [ ]
38. Do your employees read, write, and understand English such that they can perform their job tasks safely without an interpreter?	Yes [X]	No [ ]
If no, provide a description of your plan to assure that they can safely perform their jobs.		
39. Medical		
a. Do you conduct medical examinations for:		
* Pre-employment	Yes [ ]	No [X]
* Preplacement Job Capability	Yes [ ]	No [X]
* Pulmonary	Yes [ ]	No [X]
* Respiratory	Yes [ ]	No [X]
b. Describe how you will provide first aid and other medical services for your employees while on-site: on site basic first aid or hospital or ambulance as needed.		
Specify who will provide this service: On Site Supervisor		
c. Do you have personnel trained to perform first aid and CPR?	Yes [ ]	No [X]

40. Do you hold site safety and health meetings for:			
* Field Supervisors	Yes [X]	No [ ]	Frequency Weekly
* Employees	Yes [X]	No [ ]	Frequency Weekly
* New Hires	Yes [X]	No [ ]	Frequency Weekly

* Subcontractors	Yes [X]	No [ ]	Frequency Weekly
Are the safety and health meetings documented?	Yes [X]	No [ ]	

41. Personal Protection Equipment (PPE)		
a. Is adequate PPE provided for employees?	Yes [X]	No [ ]
b. Do you have a program to assure that PPE is inspected and maintained?	Yes [X]	No [ ]
42. Do you have a corrective action process for addressing individual safety and health performance deficiencies. If yes, please provide a copy of this process.	Yes [ ]	No [ ]
43. Equipment and Materials:		
a. Do you have a system for establishing applicable health, safety, and environmental specifications for acquistion of materials and equipment?	Yes [ ]	No [X]
b. Do you conduct inspections on operating equipment (cranes, forklifts, JLGs etc.) in compliance with regulatory requirements?	Yes [X]	No [ ]
c. Do you maintain operating equipment in compliance with regulatory requirements?	Yes [X]	No [ ]
d. Do you maintain the applicable inspection and maintenance certification records for operating equipment?	Yes [ ]	No [X]
44. Subcontractors - TEP DOES NOT USE SUBCONTRACTORS		
a. Do you use safety and health performance criteria in selection of subcontractors?	Yes [ ]	No [ ]
b. Do you evaluate the ability of subcontractors to comply with applicable health and safety requirements as part of the selection process?	Yes [ ]	No [ ]
c. Do your subcontractors have a written Safety & Health Program?	Yes [ ]	No [ ]
d. Do you include your subcontractors in:		
* Safety & Health Orientation	Yes [ ]	No [ ]
* Safety & Health Meeting	Yes [ ]	No [ ]
* Inspections	Yes [ ]	No [ ]
* Audits	Yes [ ]	No [ ]
45.Inspections and audits		
a. Do you conduct safety and health inspections?	Yes [X]	No [ ]
b. Do you conduct safety and health program audits?	Yes [ ]	No [X]
c. Are corrections of deficiencies documented?	Yes [ ]	No [X]

SAFETY & HEALTH TRAINING

46.Craft Training		
a. Have your employees been trained in appropriate job skills?	Yes [X]	No [ ]
b. Are your employees job skills certified where required by regulatory or industry concensus standards?	Yes [X]	No [ ]
c. List crafts which have been certified:	Heavy Equipment, OSHA & Hazwoper safety training.	

47.Safety & Health Orientation	New Hires		Supervisors	
a. Do you have a Safety & Health Orientation Program for new hires and newly hired or promoted supervisors?	Yes [X]	No [ ]	Yes [ ]	No [X]
b. Does the program provide instruction on:				
* New Worker Orientation	Yes [X]	No [ ]	Yes [ ]	No [ ]
* Safe Work Practices	Yes [X]	No [ ]	Yes [ ]	No [ ]
* Safety Supervision	Yes [X]	No [ ]	Yes [ ]	No [ ]
* Toolbox Meetings	Yes [X]	No [ ]	Yes [ ]	No [ ]
* Emergency Procedures	Yes [X]	No [ ]	Yes [ ]	No [ ]
* First Aid Procedures	Yes [X]	No [ ]	Yes [ ]	No [ ]

* Incident Investigation	Yes ☒	No ☐	Yes ☐	No ☐
* Fire Protection and Prevention	Yes ☒	No ☐	Yes ☐	No ☐
* Safety Intervention	Yes ☒	No ☐	Yes ☐	No ☐
* Hazard Communication	Yes ☒	No ☐	Yes ☐	No ☐

c. How long is the orientation program? _N/A__ Hours

48. Safety & Health Training

a. Do you know the regulatory safety and health training requirements for employees?	Yes ☒	No ☐
b. Have your employees received the required safety and health training and retraining?	Yes ☒	No ☐
c. Do you have a specific safety and health training program for supervisors?	Yes ☒	No ☐

49. Training Records

a. Do you have safety and health, as well as crafts training records for your employees?	Yes ☒	No ☐
b. Do the training records include the following:		
Employee Identification	Yes ☒	No ☐
Date of Training	Yes ☒	No ☐
Name of Trainer	Yes ☒	No ☐
Method used to verify understanding	Yes ☒	No ☐

c. How do you verify understanding of training? (Check all that apply)

☒ Written Test
☒ Oral Test
☒ Performance test
☒ Job Monitoring
☐ Other (List) _____
_____

Name & Title of Company Officer responsible for assuring the accuracy of the document:

Name: Mike Sullivan *Title: Vice President* *Date: 2-12-25*

REQUIRED ATTACHMENT CHECKLIST

Please insure your return package contains all of the items listed below:

☐ Sample Insurance Certificate

☐ OSHA 300 Logs

☐ EMR (Experience Modification Rate)

☐ Safety Manual

☐ Drug & Alcohol Policy

☐ Contractor's License(s)

***********OFFICE USE ONLY***********

Subcontractor is:

☐ Approved for Qualified Subcontractor List

☐ Conditionally approved for Qualified Subcontractor List

**Conditions: _____

_____

_____

☐ Not Approved for Qualified Subcontractor List

Corporate Subcontracts Administrator: _____ Date:_____

Conditions must be approved by the Corporate Safety Department:

Name:_____ Title:_____ Date:_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2025

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 – West Infrast]
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

RE: Edinburg Regional Disposal Facility – West Infrastructure Improvements

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AGENCY CUSTOMER ID: _____

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: Remarks

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 General Liability, Auto Liability, and Excess Liability policies inlcude a Blanket 30DNOC 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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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
E	Installation Floater - ITH100065429324 12/01/2024 - 12/01/2025			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
$90,000					

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

OFADTLCV

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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

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

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).

Owner:	Contractor:
City of Edinburg	Longhorn Excavators, Inc.
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: August 5, 2025
(date signed)	*(date signed)*
Name: Myra L. Ayala	Name: Joshua Holden
(typed or printed)	*(typed or printed)*
Title: City Manager	Title: CEO
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: Clarice Balderas, City Secretary	Title: Eric Unsinn - Secretary
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
415 W. University Dr.	1819 First Oaks Street, Suite 140
PO Box 1079	Richmond, TX 77406
Edinburg, TX 78540	
Designated Representative:	Designated Representative:
Name: _____	Name: Lisa Hagood
(typed or printed)	*(typed or printed)*
Title: Josephine Ramirez Solis, City Attorney	Title: Administrative Manager
(typed or printed)	*(typed or printed)*
Address:	Address:
415 W. University Dr.	1819 First Oaks Street, Suite 140
PO Box 1079	Richmond, TX 77406
Edinburg, TX 78540	
Phone: 956-388-8207	Phone: 281-937-9700 / 512-656-2730-Cell
Email: jrsolis@cityofedinburg.com	Email: Lisah@lexinc.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: n/a *(where applicable)*
	State: Texas

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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LONGHORN EXCAVATORS EST 1993

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

CORPORATE RESOLUTION

I, Eric Unsinn, Secretary of Longhorn Excavators, Inc., a corporation organized under the laws of the State of Texas do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said Corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and the by-laws of said Corporation on the 5th day of August 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 5th day of August 2025.

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

Document 00640

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

Longhorn Excavators, Inc.
[Typed Name of Company:]

Joshua Holden - CEO
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

August 5, 2025
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

Corporate Name: Longhorn Excavators, Inc.
State of Incorporation: Texas
Mailing Address: 1819 First Oaks Street, Suite 140, Richmond, TX 77406

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

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

Sole Proprietorship

Name: _____
Mailing Address: _____

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

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

Joshua Holden - CEO
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

August 5, 2025
[Typed Date]

END OF DOCUMENT

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

August 5, 2025

Dear City of Edinburg,

The undersigned party certifies that Longhorn Excavator's, Inc. complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Thank You,
Longhorn Excavators, Inc.

Joshua Holden
CEO

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 – West Infrastructure Improvements (Project No. 2025-24)

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 5th day of August , 2025

Lisa Hagood
(Witness)

Longhorn Excavators, Inc.
(Principal) (Seal)
By: Joshua Holden CEO
(Title)

(Witness)

Continental Casualty Company
(Surety)
By: Hannah Montagne
Attorney-in-Fact
1897 (Title)
Surety Phone No.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL (Seal)

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 5th day of August , 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

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: DH

Printed Name: Dillon Hoppe Region Engineer

Date: 7/8/2025

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 – West Infrastructure Improvements (Project No. 2025-24)

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 5th day of August , 2025

Lisa Hagood
(Witness)

Longhorn Excavators, Inc.
(Principal) (Seal)
By: Joshua Holden CEO
(Title)

(Witness)

Continental Casualty Company
(Surety)
By: Hannah Montagne
Attorney-in-Fact
1897 (Title)
Surety Phone No.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL

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 5th day of August , 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 West Infrastructure Improvements which includes excavation, filling and compacting, subgrade preparation, geosynthetic flexible membrane liner (FML) installation, and drainage for the City of Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C 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: **West Infrastructure Improvements**

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 **165** 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 **180** 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: **West Infrastructure Improvements, Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C, 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)	*(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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A&A VILLA CONSTRUCTION, LLC.	MANUELVILLA88@GMAIL.COM
ALL VALLLEY INNOVATIONS GROUP LLC	SRAMOS@AVIGROUP.US
AMTEK	AMTEK.AUSTIN@AMTEKUSA.COM
ALLSTATELINING	AALI@ALLSTATELINING.COM
ARTILLERY LLC	ARTILLERYCONSTRUCTION@GMAIL.COM
BLUE DOT SITE & UTILITIES, LLC.	BLUEDOTSITE1@GMAIL.COM
CA ESTIMATING SOLUTIONS	SAM@CAESTIMATINGSOLUTIONS.COM
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GST CONSTRUCTION INC	ROGELIOGST@OUTLOOK.COM
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SWAT INC	RHATCHER@SWATCONSTRUCTION.COM
SOURCE MANAGEMENT	SOURCEMANAGEMENT@DELTEK.COM
SOUTHERN TRENCHLESS SOLUTIONS, LLC	ADMINSTX@SOUTHERNTRENCHLESS.COM
SPAWGLASS CONTRACTORS, INC.	LESLIE.BENAVIDES@SPAWGLASS.COM
TEDSI INFRASTRUCTURE GROUP, INC.	CGARZA@TEDSI.COM
TEXAS ENVIRONMENTAL PLASTICS	JDYRING@TEPINC.NET

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VIRTUAL BX	BRIAN@VIRTUALBX.COM
JCBM CONSTRUCTION. AND DEVELOPMENT LLC	JESUS@JCBMCONSTRUCTION.INFO

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
CONTRACTUAL
Agenda Item No: 9.A.
RFQ 2025-004 Professional Engineering Services - Lift station No. 4
and Sewer Line Upgrades

1. **Agenda Item:**
Consider Selection of a Firm and Authorize the City Manager to Negotiate a Professional Service Contract for RFQ 2025-004, Lift Station No. 4 and Sewer Line Upgrades - Professional Engineering Services. [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 Liftstation No. 4 and Sewer Line Upgrades. The selected firm will analyze the existing sewer system, make improvement recommendations and design any upgrades that might be needed.

On Tuesday, July 29, 2025, Request for Qualifications for RFQ 2025-004, Liftstation No. 4 and Sewer Line Upgrades - Professional Services were opened. There were twenty-one proposals received and opened.

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

Below are the firms with the ranking score:

Halff Associates, Inc. - 94
Melden and Hunt Inc - 93
Cruz-Hogan Consultants, Inc. - 93
Rio Delta Engineering - 91
Carollo Engineers, Inc. - 91
NorrisLeal, LLC - 90
LeFevre Engineering, PLLC. - 90
SAMES Inc - 88
M2 Engineering, PLLC - 87
Guzman & Munoz Engineering and Surveying, INC. - 87
South Texas Infrastructure Group, LLC - 87
Civil Design Services, Inc. - 86
SWG Engineering LLC - 86
Colliers Engineering & Design - 85
Supreme Engineering, PLLC - 85
Quintanilla, Headley & Associates, Inc. - 83
Rakowitz Engineering, LLC - 81
META Engineering LLC - 81
Javier Hinojosa Engineering - 81
LEMC INC. - 81

Guardian Engineering Enterprises, LLC - 75

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 2025-004, Lift station No. 4 and Sewer Line Upgrades - Professional Engineering Services.

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. Carollo Engineers, Inc. RFQ
D. Civil Design Services, Inc. RFQ
E. Colliers Engineering & Design RFQ
F. Cruz-Hogan Consultants, Inc. RFQ
G. Guardian Engineering Enterprises, LLC RFQ
H. Guzman & Munoz Engineering and Surveying, INC. RFQ
I. Halff Associates, Inc. RFQ
J. Javier Hinojosa Engineering RFQ
K. LeFevre Engineering, PLLC. RFQ
L. LEMC INC, RFQ
M. M2 Engineering, PLLC RFQ
N. Melden and Hunt Inc RFQ
O. META Engineering LLC RFQ
P. NorrisLeal, LLC RFQ
Q. Quintanilla, Headley & Associates, Inc. RFQ
R. Rakowitz Engineering, LLC RFQ
S. Rio Delta Engineering RFQ
T. SAMES Inc RFQ
U. South Texas Infrastructure Group, LLC RFQ
V. Supreme Engineering, PLLC RFQ
W. SWG Engineering LLC RFQ

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

EVALUATION TABULATION

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Friday, August 15, 2025

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	References Points Based 10 Points (10%)	Overall Qualification of Team Points Based 40 Points (40%)	Ability to meet Schedules and Deadlines Points Based 15 Points (15%)	Presentation Points Based 5 Points (5%)	Previous Experience with City and Similar Sewer Related Projects Points Based 30 Points (30%)	Total Score (Max Score 100)
Halff Associates, Inc.	9	38	14	5	28	**94**
Melden and Hunt Inc	9	38	14	4	28	**93**
Cruz-Hogan Consultants, Inc.	9	37	14	5	28	**93**
Rio Delta Engineering	9	37	14	4	27	**91**
Carollo Engineers, Inc.	9	37	14	5	26	**91**
NorrisLeal, LLC	9	37	14	4	26	**90**
LeFevre Engineering, PLLC.	9	36	14	4	27	**90**
SAMES Inc	9	35	14	4	26	**88**
M2 Engineering, PLLC	9	35	13	4	26	**87**
Guzman & Munoz Engineering and Surveying, INC.	9	36	14	4	24	**87**

Vendor	References Points Based 10 Points (10%)	Overall Qualification of Team Points Based 40 Points (40%)	Ability to meet Schedules and Deadlines Points Based 15 Points (15%)	Presentation Points Based 5 Points (5%)	Previous Experience with City and Similar Sewer Related Projects Points Based 30 Points (30%)	Total Score (Max Score 100)
South Texas Infrastructure Group, LLC	9	35	14	4	25	**87**
Civil Design Services, Inc.	9	35	14	4	24	**86**
SWG Engineering LLC	9	35	14	4	24	**86**
Colliers Engineering & Design	8	35	14	4	24	**85**
Supreme Engineering, PLLC	8	35	13	4	25	**85**
Quintanilla, Headley & Associates, Inc.	6	35	14	3	25	**83**
Rakowitz Engineering, LLC	8	34	13	4	22	**81**
META Engineering LLC	8	33	13	4	23	**81**
Javier Hinojosa Engineering	8	33	13	3	24	**81**
LEMC INC,	8	32	13	4	24	**81**
Guardian Engineering Enterprises, LLC	7	33	13	3	19	**75**

REQUEST FOR QUALIFICATION

2025-004

LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 9, 2025

DEADLINE FOR QUESTIONS: July 18, 2025

RESPONSE DEADLINE: July 29, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR QUALIFICATION

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

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

Attachments:

B - Professional_Services_Agreement_-_Liftstation_#4_and_Sewer_Line_Upgrades

1. Introduction

1.1. Summary

The City is soliciting Request for Qualifications (“RFQ”) from interested qualified professional engineers demonstrating their qualifications for planning, acquisition, design, bid, construction management, surveying, and project inspection related to the construction of various improvements to the City's Sewer Collection System. All engineering services performed by the submitting party (“Proposer) selected for this project shall be in conformity with industry standards, as well as any requirements of state and federal agencies. The submitting party must also demonstrate major experience working with the City of Edinburg or other municipalities in lift stations, sewer systems and sewer master planning.

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	July 9, 2025
Question Submission Deadline	July 18, 2025, 5:00pm
Proposal Submission Deadline	July 29, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Liftstation #4 and Sewer Line Upgrades (Engineering Services).

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

3:00 pm, Tuesday, July 29, 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, July 29, 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. 2025-004 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 Proposals: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFQ No. 2025-004

If you have any questions or require additional information contained in the RFQ, you may contact Lorena Fuentes, Interim Purchasing Manager. Please be sure to submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, July 18, 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: 2025-004 Liftstation #4 and Sewer Line Upgrades (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 Bids: 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 Liftstation #4 and Sewer Line Upgrades (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. Project Description

The City is proposing to develop plans to relocate, upgrade, and/or expand its sewer collection system. The proposed project will consist of relocating and upgrading an existing lift station that currently serves most of the west side of the City. In addition to the lift station, the selected firm(s) will analyze, make recommendations and design any improvements needed to the sewer lines downstream of the lift station. The proposed improvements will need to be able to handle existing and future flows.

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

4.2. Scope of Services

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

- Direction and coordination of all design and construction aspects
- Project Design-develop specifications and drawings for the sewer system improvements.
- Advice and consultation on design requirements.
- Coordinate a geotechnical site investigation.
- Provide design and construction surveying services.
- Provide bid phase services.
- Provide resident project inspection services.
- Provide construction administration management services.
- Attend monthly construction meetings.
- Certify quantities.
- Certify contractor pay request.
- Submit the plans to TCEQ for review and approval.

- Assist in Procuring easements and/or permits. Any other engineering related duties that may be required by the City for this sewer 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.	**References**	Points Based	10 *(10% of Total)*
2.	**Overall Qualification of Team**	Points Based	40 *(40% of Total)*
3.	**Ability to meet Schedules and Deadlines**	Points Based	15 *(15% of Total)*
4.	**Presentation**	Points Based	5 *(5% of Total)*
5.	**Previous Experience with City and Similar Sewer Related Projects**	Points Based	30 *(30% of Total)*

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

[CAROLLO ENGINEERS, INC.] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Carollo Engineers, Inc. Response

CONTACT INFORMATION

Company:
Carollo Engineers, Inc.

Email:
cfeatherston@carollo.com

Contact:
Cindi Featherston

Address:
14755 Preston Road, Suite 500
Dallas, TX 75254

Phone:
N/A

Website:
N/A

Submission Date:
Jul 29, 2025 9:35 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Carollo-EdinburgLiftStation4SewerLineUpgrade-0725.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

City_of_Edinburg-Cert_25-26.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
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1) does not boycott Israel; and

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HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
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Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT-Notarized.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

Carollo-ConflictInterest-None.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes



Prepared for the City of Edinburg
JULY 2025

STATEMENT OF QUALIFICATIONS

Lift Station #4 and Sewer Line Upgrades (Engineering Services)

RFQ# 2025-004

carollo®

July 29, 2025

3700 N 10th Street, Suite 307
McAllen, Texas 78501
956-683-1915
carollo.com

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

Subject: **Statement of Qualifications for RFQ #2025-004 / Lift Station #4 and Sewer Line Upgrades (Engineering Services)**

Dear Mr. Carmona:

Carollo's 92 years of wastewater experience have not only taught us how to meet unexpected challenges but also how to deliver facilities that are robust, easy to operate and maintain, logically laid out, and innovative. Our approach emphasizes technical excellence, clear communication, and a collaborative partnership with the Owner, in this case, with the City of Edinburg. The firm's experience with local (RGV) lift station rehabilitation projects and relocations, as well as sewer line upgrades, positions the team to address both Edinburg's current and future system needs. The proposed team is prepared to deliver comprehensive engineering services, including project design, surveying, bid phase support, construction administration, and regulatory coordination. We look forward to implementing this approach in collaboration with your staff to bring you the following benefits:

Strong Communication and Coordination. Our team will work hand-in-hand with you and send monthly updates on project's status. In doing so, we will always keep your staff informed, sharing information and providing appropriate feedback where necessary.

Local Presence and Expertise. With our McAllen office located 8 miles from the City of Edinburg City Hall, we are just a 10-minute drive away. As your local project manager, Sergio Espinoza, is a lifelong resident of the Rio Grande Valley and brings over 20 years of experience to your projects. Sergio and the project team are familiar with the wastewater treatment and infrastructure issues common to the Rio Grande Valley, and we have local design and construction management experience, including projects for McAllen Public Utility, Brownsville Public Utilities Board, and the City of Pharr. Our team also includes JDG Engineering for topographical survey needs. They are a local HUB/M/WBE subconsultant who not only has the right qualifications but also has experience working with the City of Edinburg.

Sergio will serve as the primary point of contact on all correspondence and communications pertaining to this RFQ. No addenda were issued regarding the RFQ. Principal-in-Charge Hani Michel and Sergio are both authorized to bind the firm to a contract. Please feel free to contact Sergio with any questions you may have at 956-460-8310 (cell) or sespinoza@carollo.com.

Sincerely,

CAROLLO ENGINEERS, INC.

Sergio Espinoza, PE
Project Manager
Associate Vice President

Hani Michel, PE
Principal-in-Charge
Senior Vice President

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Ability to Meet Schedules and Deadlines 12

Previous Experience with City and Similar Sewer-Related Projects 13

APPENDIX

– Forms

Just ask our clients. Carollo is known for the large number of clients with whom we have maintained long-term relationships. Our experience shows that open communication, collaboration, and coordination build trust, minimize conflict, and eliminate surprises. When you contact our references, we are confident that you will hear phrases describing our services with words like 'innovation,' 'responsiveness,' and 'integrity.'

Brownsville Public Utilities Board

Marie Leal, PE
Director of Water & Wastewater Engineering & Capital Planning
956-983-6352 / c: 956-708-1012
mleal@brownsville-pub.com

City of Pharr

Ruben Rosales
Public Utilities Director
956-402-4300
Extension 2326
ruben.rosales@pharr-tx.gov

McAllen Public Utility

Carlos Gonzalez, PE
Utility Engineer
956-681-1777 / c: 956-467-8887
cagonzalez@mcallen.net

McAllen Public Utility

Marco Vega, PE
General Manager
956-681-1630
mvega@mcallen.net

Brownsville Public Utilities Board

Jaime Estrada
Director of Water & Wastewater Operations
956-983-6218
jestrada@brownsville-pub.com



86% of Carollo's work comes from repeat clients, reflecting strong client satisfaction and long-term partnerships.

McAllen South
Wastewater Treatment Plant Upgrade

Founded in 1933, Carollo's engineering team has grown to include more than 1,600 employees in 50+ offices in North America. All of our work is in water and wastewater, resulting in a level of understanding of key issues that few can match.

Firm History

Carollo is the largest engineering firm in the U.S. dedicated solely to water and wastewater engineering—**it's all we do**. This targeted expertise allows us to focus on developing the best value, innovative, and reliable solutions to help our clients protect public health and achieve their service goals. It also results in the recruitment of the brightest minds in the industry, staff trained on the issues impacting water and wastewater infrastructure, and innovative ideas tailored to the specific needs of each client and project.

Firm Establishment and Ownership

Carollo was established in Phoenix, Arizona, in 1933 as Headman, Ferguson & Carollo and was renamed John A. Carollo, Consulting Engineers in 1957. The partnership was reorganized in 1970 under the name of John Carollo Engineers, Inc., and was renamed Carollo Engineers in 1996. The firm was incorporated in 1998 in the United States under the name of Carollo Engineers, P.C. The firm converted from an Arizona professional corporation to a Delaware corporation under the name of Carollo Engineers, Inc. on May 13, 2010. Carollo is a privately held firm, and our seven-member board of directors is made up of well-respected, accomplished engineers who are also employee-owners.

CAROLLO BY THE NUMBERS

92 years of water/wastewater planning and design for utilities **like the City of Edinburg**

1,600+ employees

$500M+ infrastructure projects in the last 10 years

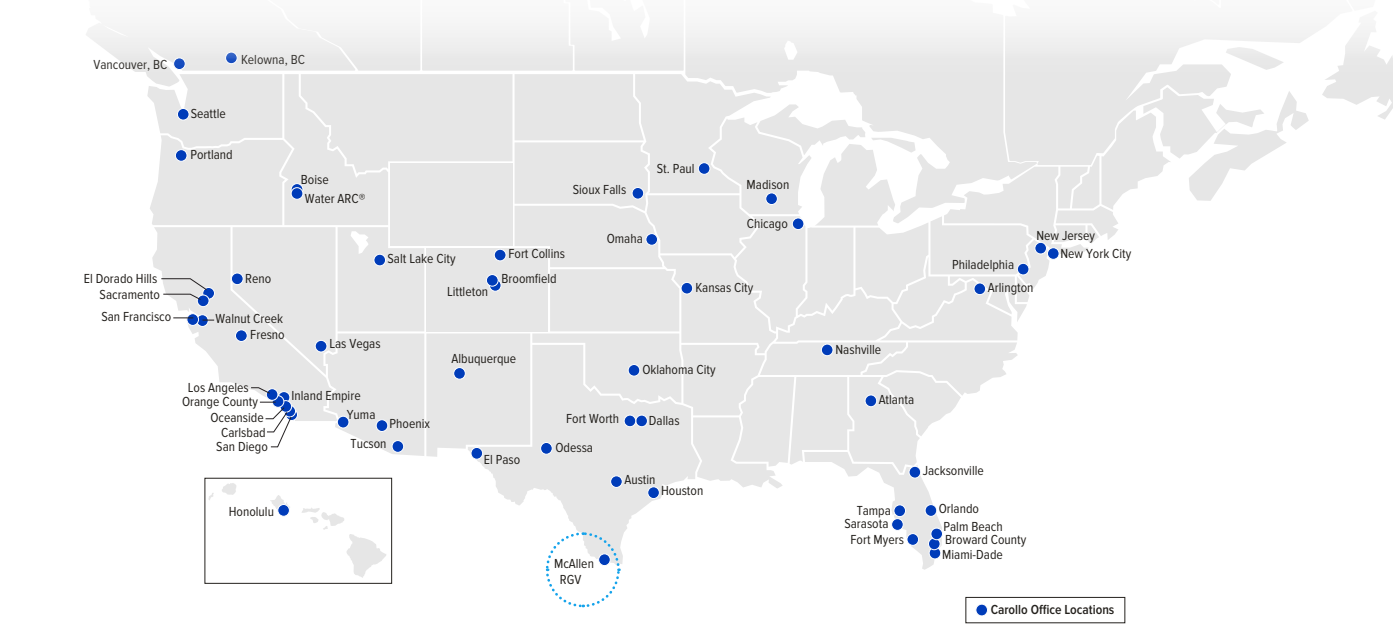
50+ offices in North America

7+ M linear feet of pipelines

7 Texas offices

1 singular focus - water is all we do!

$2.6B obtained in grants and low-interest loans



A "Go-To" Local Firm Offering Superior Client Service

Carollo will deliver your project from our local McAllen, TX, office, conveniently located just 10 minutes away. With over 80 years of history in Texas, Carollo has built a strong reputation for quality service across the region. We are a trusted partner for many municipal utilities, thanks not only to our innovative approach and extensive experience but also to the exceptional way we deliver our services.

> **WHAT DOES THIS MEAN TO THE CITY OF EDINBURG?** Simply this: Direct access to our local, expert team that is committed to you, resulting in practical, cost-effective solutions tailored to the City's wastewater treatment priorities and needs.

What Carollo Brings to the Table

Carollo has experienced unprecedented growth nationally and throughout Texas; we believe this growth is driven by our approach to client service and the innovative solutions we consistently bring to the table.

This growth is fueled by our ability to listen to our clients' needs and then respond with innovative solutions that ultimately solve technical problems while reducing capital and operating costs, as well as risk.

The best indicator of our ability to exceed the expectations of our clients is the fact that over 86% of our work comes from "repeat" clients. Exceeding expectations requires that project teams have multiple skills: technical knowledge, an understanding of local issues, and a drive for **"OUT-OF-THE-BOX THINKING"** to find the best solutions.

Carollo is recognized as a leader in the planning and design of lift stations and sewer line upgrades, delivering award-winning solutions for municipal utilities. The firm's experience includes a broad range of projects, from targeted infrastructure improvements to comprehensive system upgrades. Carollo's approach addresses complex technical, regulatory, and operational challenges, providing cost-effective solutions that optimize existing assets and support reliable, practical system enhancements.

RGV Experience

Carollo Engineers has a long-standing presence and active involvement in the Rio Grande Valley (RGV), with a local office in McAllen, Texas. The firm has provided professional engineering services for water and wastewater projects in the region for over a decade, serving clients such as McAllen Public Utility, the City of Pharr, and Brownsville Public Utilities Board. Carollo's local team includes experienced professionals who are deeply connected to the RGV community and participate in local organizations.



National Experts Local Texas-Based Services

- Wastewater liquids and solids practice leads
- Structural
- Electrical
- Instrumentation
- Plumbing / HVAC
- Plant and Lift Station Hydraulics
- Condition Assessment
- Pumping
- Infrastructure
- Asset Management
- Odor Control

Smarter Pumping Solutions: Computational Fluid Dynamics (CFD) for Peak Performance and Reliability

Pump intake hydraulics are influenced by many factors, including influent piping configuration, wet well geometry, pump geometry, valves, pump operating combinations, flow rates, and turbulence. The interaction of these elements can lead to poor approach hydraulics at the rotating pump impeller, particularly when turbulent flow conditions introduce uncertainty into the design. Adverse hydraulic conditions such as air entrainment, vortex formation, flow rotation, excessive turbulence, and poor velocity distribution caused by flow separation can result in a range of pump issues, from loss of capacity to destructive cavitation.

Traditionally, scale physical models have been used to evaluate pump intake hydraulics for very large facilities and unconventional designs. In recent years, CFD modeling has proven to be a cost-effective tool for analyzing pump intake hydraulics and optimizing pumping facilities of all sizes. Carollo has applied CFD to evaluate pump intakes for numerous installations across the country, spanning the full range of wastewater applications, including many submersible pump stations.

Our modeling approach allows us to quickly assess the flow conditions approaching the pumps and identify design improvements to meet the Hydraulic Institute's recommended approach conditions regarding vortex formation, swirl, velocity distribution, and turbulence. The CFD model provides a high level of confidence in facility design, supported by our extensive experience modeling thousands of MGD of pumping capacity.

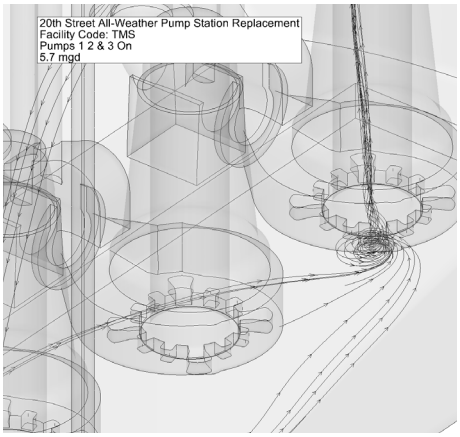
Carollo's in-house CFD group has been active for over 25 years and has used CFD modeling to evaluate and optimize the hydraulics, solids transport, and other processes within the fluid flow at hundreds of different facilities to provide our clients with the best analysis available.

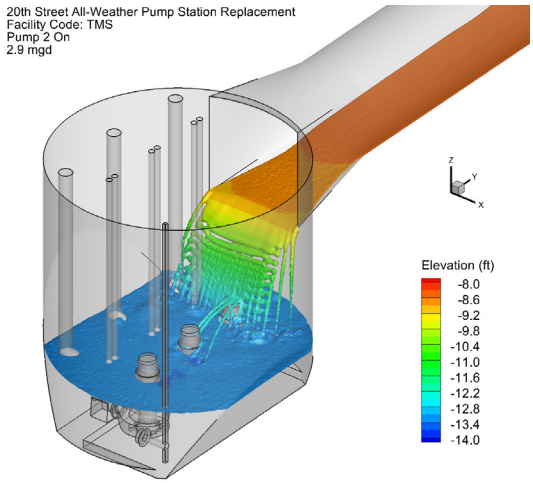
CFD modeling enables Carollo's engineers to evaluate multiple design alternatives and operating scenarios prior to construction, helping identify and resolve issues such as flow separation, swirling, and uneven velocity profiles that can cause pump inefficiency, increased energy consumption, or clogging. By simulating real-world hydraulic conditions, the team can recommend targeted improvements—such as optimized baffle placement, adjustments to wet well geometry, or pump selection—to promote uniform flow to the pumps and minimize adverse hydraulic effects.

This data-driven approach results in several key benefits:

- Improved operational efficiency through optimized hydraulic conditions and reduced turbulence at pump intakes.
- Energy savings by minimizing recirculation, reducing pump cycling, and aligning pump selection with actual flow demands.
- Reduced risk of clogging and maintenance through self-cleaning wet well designs and minimized solids accumulation.
- Enhanced reliability and extended service life of pumping equipment by mitigating vibration, cavitation, and other damaging hydraulic effects.

Ed Wicklein, Carollo's chief technologist for hydraulic modeling, plays a leading role on the HI 9.8 intake committee, where he contributes to the evaluation of standards for CFD modeling of pump intakes. His work demonstrates a strong dedication to advancing industry standards and promoting technical excellence in hydraulic modeling.





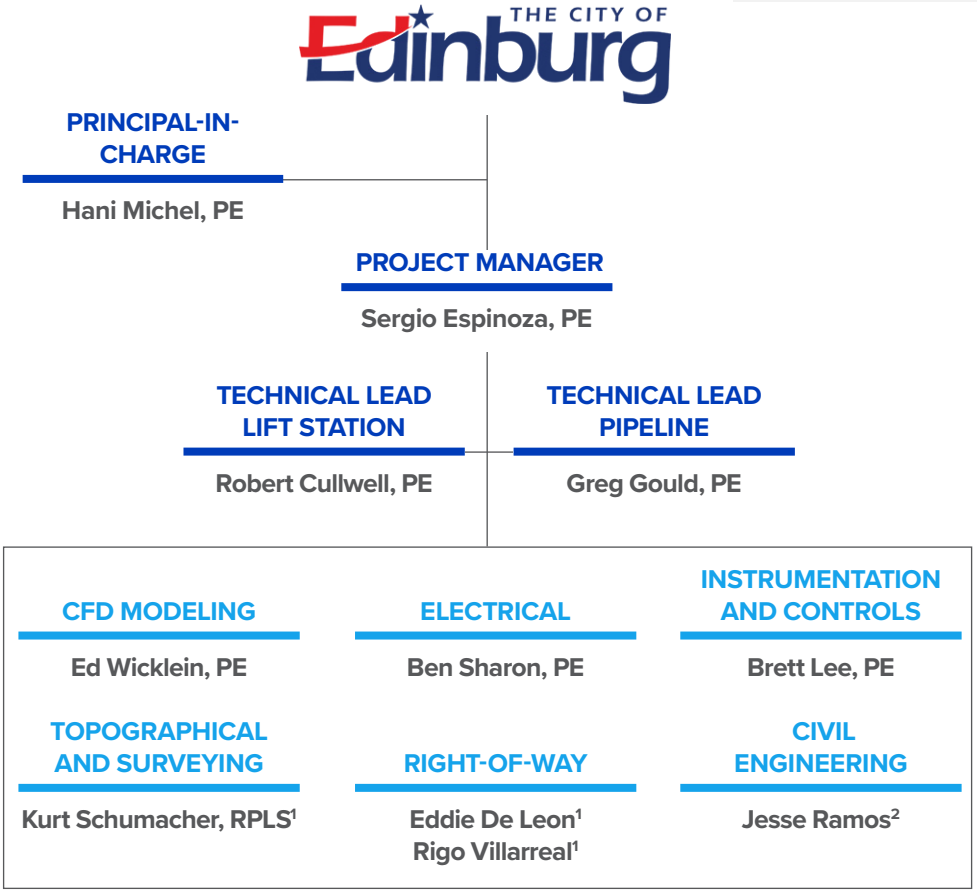
Carollo's expertise is demonstrated in projects such as the San Francisco Public Utilities Commission's **20th Street All-Weather Pump Station Replacement**, where Carollo used **CFD modeling** to identify potential pump intake hydraulic problems such as air entrainment and vortices to optimize intake hydraulics.

Meet your team of local experts dedicated to delivering innovative, sustainable solutions for the City of Edinburg.

A Team Organized to Meet Your Needs

Your project's success depends on the qualifications and experience of your engineering team. You need a team that has working knowledge in wastewater treatment, conveyance, and operations—a team that will work seamlessly as an extension of the City's staff. Carollo offers the best talent in all key areas of wastewater infrastructure design, construction services, and funding administration. We strategically organized ourselves to combine local knowledge and experience with national wastewater expertise, giving the City of Edinburg access to expert design resources.

Carollo applies lessons learned from the team's subject matter experts, drawing on extensive experience with a wide range of lift station and sewer line alternatives. This approach results in projects that are robust, reliable, operationally efficient, and cost-effective.



Sergio Espinoza is an associate vice president with Carollo and a lifelong resident of the Rio Grande Valley. He has raised his five children in the region and is actively involved with local organizations such as WEAT-RGV Chapter, AWWA-RGV Chapter, TSPE-RGV Chapter, and TWUA Citrus District.

SUBCONSULTANTS
1. GDJ Engineering, LLC
2. Texas Infrastructure Development Group, LLC

Key Personnel Resumes

Sergio Espinoza, PE



Project Manager
Texas PE No.: 108571 / Status: Active – Expires: 3/31/2026

Years of Experience: 20 years

Education: BS Civil Engineering, Texas A&M University, Kingsville

Professional Experience and Expertise

Sergio is recognized for his expertise in the design, construction, and management of water and wastewater projects, particularly in the Rio Grande Valley and South Texas. Sergio has 20 years of experience in water and wastewater projects. He is known as a trusted advisor to clients, offering a unique perspective on regional infrastructure challenges and developing tailored solutions. His experience includes significant roles in both the public and private sectors, with a strong track record of delivering successful projects for utilities such as McAllen Public Utility and the Brownsville Public Utilities Board.

Relevant Project Experience

- Project Manager for the Wastewater Pump Station Upgrades Packet No. 2 – Brownsville Public Utilities Board, TX
- Project Manager for the Wastewater Treatment Plant Oxidation Ditch No. 2 and Electrical Improvements – City of Pharr, TX
- Project Manager and Construction Manager for the North Wastewater Treatment Plant Electrical and SCADA Improvements – McAllen Public Utility, TX
- Construction Project Manager for the South Wastewater Treatment Plant Upgrade – McAllen Public Utility, TX

Hani Michel, PE



Principal-in-Charge
Texas PE No.: 60763 / Status: Active – Expires: 9/30/2025

Years of Experience: 45 years

Education: MBA Business Management, St. Edward's University, Austin / Graduate Studies, Civil Engineering, University of Houston / BS Civil Engineering, Cairo University

Professional Experience and Expertise

Hani has 45 years of experience in environmental, civil, and structural engineering, as well as project management. Hani retired from the City of Austin after 20 years, where he acquired his expertise in water and wastewater treatment facilities. This knowledge has resulted in quality, cost-effective, and flexible expansion designs. Hani's engineering and management skills are respected and trusted, and his practical advice is sought after for designs that are practical, easily maintained and operated, and simply constructed.

Relevant Project Experience

- Principal-in-Charge for the Wastewater Treatment Plant Oxidation Ditch No. 2 Rehabilitation and Electrical Improvements – City of Pharr, TX
- Project Manager for the South Wastewater Treatment Plant Upgrade – McAllen Public Utility, TX
- Principal-in-Charge for the Wastewater Pump Station Upgrades Packet No. 2 – Brownsville Public Utilities Board, TX
- Principal-in-Charge for the Walnut Creek WWTP Headworks 1 Improvements – City of Austin, TX

Robert Cullwell, PE



Technical Lead - Lift Station
Texas PE No.: 91746 / Status: Active – Expires: 3/31/2026

Years of Experience: 28 years

Education: ME Engineering, University of Florida / BS Civil Engineering, University of South Florida

Professional Experience and Expertise

Robert Cullwell, PE, is a principal infrastructure engineer with more than two decades of experience focused on the design and rehabilitation of pump and lift stations. As Carollo's pumping station lead engineer, Robert has managed critical and complex lift station projects across the state. His expertise covers all technical aspects of lift station design, including developing scopes and budgets, and serving as a senior technical advisor for project goals and design criteria. Robert's leadership and specialized knowledge have contributed to the successful delivery of numerous large and complex water and wastewater projects.

Relevant Project Experience

- Design Engineer for the Balboa Lift Station Improvements – McAllen Public Utility, TX
- Project Manager for the Water Transmission Line Feasibility Study – City of Pharr, TX (prior to Carollo)
- Project Manager for the Chloramine Feed Optimization at Lake Pump Stations – Tarrant Regional Water District, TX
- Technical Advisor for the Central Wastewater Treatment Plant Activated Sludge Influent Pump Station Rehabilitation – Dallas Water Utilities, TX
- Technical Advisor for the Frisco Lakes Lift Station and Lone Star Ranch Lift Station Improvements – City of Frisco, TX

Greg Gould, PE



Technical Lead - Pipeline
Texas PE No.: 107922 / Status: Active – Expires: 12/31/25

Years of Experience: 28 years

Education: BS Civil Engineering, California State University, Long Beach

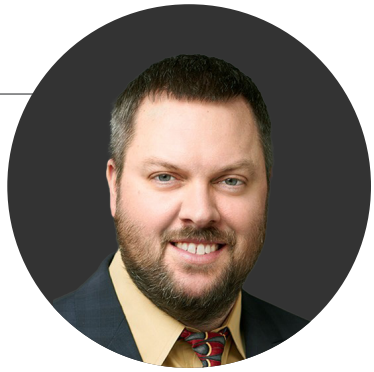
Professional Experience and Expertise

Greg Gould has 28 years of experience in civil engineering design, construction, and project management for water distribution systems, gravity sewer and storm collection systems, force main systems, industrial infrastructure, lift stations, pumping stations, condition assessment, trenchless technology applications, and rehabilitation projects. Greg specializes in infrastructure projects and has experience covering a wide range of water, wastewater, and storm drain infrastructure applications for general, public, and city agencies. His experience includes hydraulic and master plan modeling and design-related software. He has designed pipelines ranging from small collector sewers and water distribution lines to major pipelines up to 134 inches in diameter. He is also a certified NASSCO PACP/MACP trainer.

Relevant Project Experience

- Quality Manager and Technical Advisor for the Water and Sanitary Sewer Improvements – City of Fort Worth, TX
- Project Manager for the Mountain Creek 30MC-1 Interceptor Project – Trinity River Authority, TX
- Project Manager for the Henrietta Creek (25HC-3) Relief Interceptor Project – Trinity River Authority, Fort Worth, TX
- Technical Advisor for the Elm Fork Pipeline Rehabilitation Project, – Trinity River Authority, Dallas, TX
- Project Engineer for the Little Walnut Creek South Wastewater Interceptor – City of Austin, TX

Ed Wicklein, PE



CFD Modeling
Texas PE No.: 143536 / Status: Active – Expires: 12/31/2025

Years of Experience: 27 years

Education: MS Civil Engineering Hydraulics, Washington State University / BS Civil Engineering, Washington State University

Professional Experience and Expertise

Ed has 27 years of experience in all phases of complex and dynamic modeling, including code development, grid generation, flow analysis, and data visualization. He has completed more than 80 CFD modeling studies for projects involving lift stations, pipelines, and other hydraulic structures. Ed contributes to planning and design projects using modeling tools from EPA, Bentley, Innovyze, and DHI. His collection system modeling experience covers both sanitary and combined systems, with work ranging from master planning to inflow and infiltration reduction, as well as alternatives risk analysis to address CSO events.

Relevant Project Experience

- CFD Modeling Engineer for the Plant 3 Improvements – City of Lubbock, TX
- CFD modeling engineer for the Diamond Regional Sewer Lift Station and Dual Force Main – Elsinore Valley Municipal Water District, CA
- Project engineer for CFD modeling for the Riverbend Wastewater Treatment Plant Expansion – Upper Trinity Regional Water District, TX
- Project Engineer for CFD modeling of several components of the Steward Creek Wastewater Treatment Plant – North Texas Municipal Water District, TX

Ben Sharon, PE



Electrical Engineering
Texas PE No.: 119935 / Status: Active – Expires: 3/31/2025

Years of Experience: 22 years

Education: BS Mechanical Engineering, University of Arizona

Professional Experience and Expertise

Ben is an electrical engineer with 22 years of engineering design, project management, and practice management experience. His career has been focused almost exclusively on the water industry, with technical expertise in power system and industrial control system design for municipal, state, federal, and commercial projects in design, design-build, and engineering, procurement, and construction (EPC) project delivery structures. Ben brings vast experience in coordinating with electric utilities, plant operations and management staff, and other stakeholders to implement service upgrades and electrical improvements while minimizing impacts to plant operations.

Relevant Project Experience

- Electrical Engineer for the McAllen Brackish Groundwater Treatment Facility – McAllen Public Utility, TX
- Electrical Engineer for the Southeast Water Reclamation Plant Headworks Rehab – City of Lubbock, TX
- Electrical Lead for the Water Treatment Plant Expansion Construction Management – City of Pflugerville, TX
- Electrical Design Lead for the Design-Build Central District and South District WWTPs Thickening and Dewatering Facilities – Miami-Dade Water and Sewer Department, FL
- Electrical and control systems engineer of record for the Marine Corps Base Camp Pendleton Sewer Treatment Plant #12 Upgrades – Oceanside, CA

Brett Lee, PE



Instrumentation and Controls
Texas PE No.: 120553 / Status: Active – Expires: 7/22/2025

Years of Experience: 31 years

Education: BSEE Electrical Engineering, Florida Atlantic University / AA Engineering, Palm Beach Community College

Professional Experience and Expertise

Brett has over 30 years of experience focused almost solely on water and wastewater treatment plants. His experience includes the design of power systems and control components and emergency power generation and distribution for raw water pumping stations, microfiltration plants, and high-service pump stations. Brett has extensive design experience on supervisory control and data acquisition (SCADA) systems using hardwired connections and radio telemetry, and has several years of experience in on-site electrical inspection and construction management. He is well-versed in distributed process control systems design using a variety of programmable logic controllers (PLCs), including Allen-Bradley ControlLogix, CompactLogix, SLC 5/05 platforms, Siemens S7-300 and S7-400 platforms, General Electric PACSystems RX3i, and RX7i platforms. Brett also has extensive experience designing medium voltage switchgear and power distribution systems.

Relevant Project Experience

- Instrumentation Engineer for the McAllen Brackish Groundwater Treatment Facility – McAllen Public Utility, TX
- Instrumentation Engineer for Bexar Metropolitan Water District's Membrane Water Treatment Plant – San Antonio de Bexar, TX
- Assistant Electrical Engineer for the City of Houston's East Water Purification Plant Modifications – City of Houston, TX
- Lead Controls Systems Engineer for Eagle Sewer District's Palmer Lane Lift Station – City of Boise, ID

Kurt Schumacher, RPLS



Topographical and Surveying
Texas Surveyor No.: 6333 / Status: Active – Licensed 13 years

Years of Experience: 23 years

Education: BAAS University of the Incarnate Word, San Antonio

Professional Experience and Expertise

Kurt will serve as the Survey Project Manager for GDJ and will be the primary point of contact for communication and correspondence with the Carollo. He brings over twenty-three (23) years of land surveying experience, including thirteen (13) years specializing in boundary and topographic surveys for engineering design, construction surveying, right-of-way mapping, establishing horizontal and vertical control networks, as-built surveys, parcel exhibits for right-of-way and easement real estate transactions, and surveying support for schematic and PS\&E design for various City, County, and State agencies. Kurt will be responsible for the overall direction, coordination, implementation, execution, and completion of all assigned survey projects.

Relevant Project Experience

- Survey Project Manager for the Isla Blanca Park – City of South Padre Island, TX
- Survey Project Manager for the Stenger Road right-of-way – City of San Benito, TX
- Survey Project Manager for the Brackish Groundwater Treatment Facility – City of McAllen Public Utility, TX
- Survey Project Manager for the Russell Road Expansion (Ware Rd to Mon Mack Road – Edinburg, TX

Rigoberto "Rigo" Villarreal



Right-of-Way Administrator
Texas Senior Property Tax
Consultant No.: 10806 / Licensed 12 years

Years of Experience: 12 years

Education: MS Public Administration, University of Texas, Pan American / BA Social Work, University of Texas, Pan American

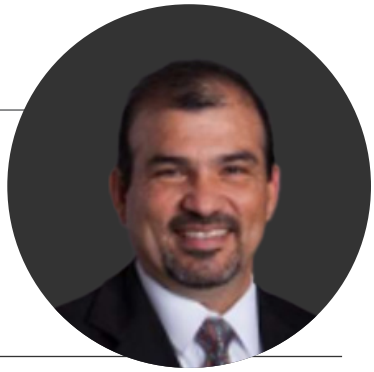
Professional Experience and Expertise

Rigo is a seasoned professional with 12 years of experience in Right-of-Way (ROW) acquisition, specializing in negotiating and securing property rights for public and private projects. He also brings banking experience, with expertise in reading surveys, clearing title commitments, reviewing appraisal reports, and maintaining regulatory compliance. Fully bilingual in English and Spanish, Rigo is skilled in high-stakes negotiations and thrives under pressure and tight deadlines. Known for his attention to detail, self-motivation, and ability to excel in fast-paced environments with minimal supervision, Rigo is a results-driven professional committed to delivering efficient and accurate ROW solutions.

Relevant Project Experience

- FM 1925 Monte Cristo Road, 14 Parcels – TXDOT, Hidalgo County, Pharr District, TX
- FM 676 Hidalgo County Project, 46 Parcels – TXDOT Pharr District, TX
- SL 195 Starr County Project, 41 Parcels – TXDOT Pharr District, TX
- US 281 Hidalgo County Project, 37 Parcels – TXDOT Pharr District, TX
- US 83 Project – TXDOT, Starr and Zapata County, TX
- IH 2 & IH 69C Interchange Project, 3 Parcels plus 1 Commercial – TXDOT Pharr District, TX

Eduardo “Eddie” De Leon



Right-of-Way Administrator
Texas Real Estate Broker No.: 434141 / Licensed 15 years

Years of Experience: 15 years

Education: BA Business Administrationin Finance, University of Texas, Pan American

Professional Experience and Expertise

Eddie is a highly skilled Right-of-Way Specialist with 15 years of experience in negotiating and acquiring property rights for public and private projects. A licensed Texas Real Estate Broker and Texas Notary Public, Eddie brings deep expertise in title research, survey review, appraisal coordination, and property acquisition. He is IRWA Certified, H.U.B. Certified, and D.B.E. Certified, demonstrating his commitment to professional excellence and industry standards. Fully bilingual in English and Spanish, Eddie is known for his strong negotiation skills, ability to work under pressure, and dedication to delivering efficient, accurate, and timely ROW solutions.

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Relevant Project Experience

- FM 1925 Monte Cristo Road, 14 Parcels – TXDOT, Hidalgo County, Pharr District, TX
- FM 676 Hidalgo County Project, 46 Parcels – TXDOT Pharr District, TX
- SL 195 Starr County Project, 41 Parcels – TXDOT Pharr District, TX
- US 281 Hidalgo County Project, 37 Parcels – TXDOT Pharr District, TX
- US 83 Project – TXDOT, Starr and Zapata County, TX
- IH 2 & IH 69C Interchange Project, 3 Parcels plus 1 Commercial – TXDOT Pharr District, TX

OLBEIN "JESSE" RAMOS



Civil Engineering

Years of Experience: 12 years

Education: BS Civil Engineering, University of Texas, Rio Grande Valley / BS Business Management, University of Texas, Rio Grande Valley

Professional Experience and Expertise

Jesse has 12 years of diverse engineering, design, detailing, and construction compliance services experience in various aspects of land development, drainage, and transportation projects. His work with transportation projects includes but is not limited to preparation of schematics, preliminary and final design plans and specifications including design and detailing of grading layouts, roadway and street plan and profiles, stormwater drainage, intersection layouts, traffic signal layouts, signing and pavement markings, lighting, and detention facilities. His construction experience includes implementation and building within government codes and guidelines. Having performed various engineering and construction projects in the lower Rio Grande Valley makes him an essential valuable piece of the team.

Relevant Project Experience

- Veterans Drainage Project – Edinburg, TX
- Land Development Projects – Rio Grande Valley, TX
- Lateral Drainage Project – Mission, TX

Jesse is a skilled team member with expertise in managing drainage, roadway, and land development projects. He excels in coordinating with stakeholders, resolving construction challenges, and delivering high-quality infrastructure improvements on time.

Local Expertise, Regional Impact. Based in Edinburg, GDJ offers personalized, quality-assured service with deep experience in TxDOT transportation projects throughout the Rio Grande Valley. GDJ's proven success across nearby cities and counties means they're well-versed in all applicable codes, regulations, and standards—delivering responsive, reliable engineering solutions close to home.

GDJ Engineering, LLC (GDJ)

is a multi-discipline firm offering transportation planning, highway and civil engineering, structural and bridge design, construction management, environmental permitting, GIS services, right-of-way acquisition, and survey and topographical services. With 80 years of combined experience, GDJ's team delivers effective, context-sensitive solutions that meet operational goals, budgets, and schedules.

GDJ has successfully completed transportation infrastructure projects for TxDOT and local municipalities across the Rio Grande Valley and surrounding counties. Their strong knowledge of federal, state, and local regulations, along with their commitment to quality and responsiveness, makes them a trusted partner for complex infrastructure projects.

Texas Infrastructure Development Group, LLC (TxIDG)

Founded in 2009, TxIDG is a trusted civil engineering firm with offices in McAllen, San Antonio, and El Paso, Texas. TxIDG delivers high-quality engineering solutions for transportation and infrastructure projects specializing in planning, design, and management, including schematics, PS\&E development, and construction oversight. The firm's deep understanding of TxDOT standards and procedures, combined with a proven track record in the public sector, makes them a reliable and knowledgeable partner.

As part of our team, TxIDG will provide seasoned civil engineering expertise, leveraging their technical capabilities and regional presence to support project success from concept to completion. Their collaborative approach and commitment to excellence will strengthen our ability to deliver innovative, cost-effective, and timely solutions for the City of Edinburg.

Scheduling is essential for structuring the project timeline, sequencing key elements, aligning milestones, and coordinating resources across disciplines.

Project Schedule

Carollo consistently delivers projects on time and within budget through careful project management, proactive communication, and a collaborative team approach. Schedules are established by identifying project milestones and determining when each task must be completed. The team reviews schedules regularly to assess staffing needs and make adjustments if any task is at risk of falling behind. Carollo's team has a strong record of completing projects for utilities across the state.

Availability

You need a responsive consultant who regularly meets with you to communicate progress, challenges, and outstanding items, and actively listens to your concerns. With our McAllen office, we are just a drive away. We have the ability to hold biweekly or monthly meetings with your staff and divide management responsibilities among Project Manager Sergio Espinoza and the task leads to make sure someone is available to address any issue in a timely manner.

Members of our staff have been working with municipalities in the Rio Grande Valley area for over 10 years. This combination of local project management and proven experience gives our team the opportunity to hit the ground running with your project.

Our overall workload projections indicate that we have sufficient personnel and resource capacity available for your project. From a project management standpoint, Carollo always makes sure that each proposed individual has adequate availability to meet the project requirements prior to assembling the project team. From project start to completion, key team members will be available at their required commitment levels.

Ability to meet deadlines

Carollo's quality focus goal is simple: deliver a project correctly, on time, on budget, achieve the scope, and meet or exceed our clients' expectations. Our team will bring this same focus and dedication to the City of Edinburg.

Our Texas team has demonstrated commitment to completing projects on time and within budget on multiple projects for utilities across the state, including the Cities of McAllen, Pharr, Brownsville, Lubbock, Dallas, Austin, Corpus Christi, El Paso, Laredo, Houston, Garland, and Fort Worth.



Edinburg
Lift Station #4

The Carollo Team will provide technical excellence and reliable project delivery for the City of Edinburg.

Carollo's project management approach features detailed scheduling, milestone tracking, and proactive communication to keep projects on track. The team uses internal peer reviews and standardized quality control procedures at each phase, reducing errors and rework. This disciplined process supports timely delivery and consistent quality, helping the City of Edinburg achieve project goals efficiently and with confidence in the final results.

Carollo is a leader in the development of comprehensive lift station and sewer projects facing a variety of complex issues.

Carollo brings unmatched expertise in the planning and design of pipeline and pumping infrastructure throughout Texas and across the nation. We provide end-to-end design services, including pump and motor selection, structural design, CFD analysis, power and control systems, and standby power generation. The table below highlights a selection of our recent Texas lift station and pipeline project experience.

Representative Pump/Lift Station Projects	Capacity (mgd)	New Construction	Rehabilitation
Dallas Water Utilities, Activated Sludge Influent Pump StationD	400		✓
City of Garland, Duck Creek WWTC Influent Pump Station	155		✓
North Texas Municipal Water District, Stewart Creek West Influent Pump Station	53	✓	✓
McAllen Public Utility, South WWTP Influent Pump Station	30	✓	
McAllen Public Utility, Balboa Lift Station	20		✓
City of Frisco, Lone Star Ranch Lift Station	13	✓	✓
North Texas Municipal Water District, Richardson Spring Creek Lift Station	11		✓

Representative Infrastructure Projects	Diameter (inches)	Length (feet)	Trenchless	Easements	Utility Coordination	Permitting Support
North Fort Bend Water Authority, Large Diameter Pipeline – Segment 19	60	6,600	✓		✓	✓
West Harris County Regional Water Authority, Contract 63 Pipeline Design	36	7,000	✓	✓	✓	✓
Dallas Water Utilities, Water and Wastewater Main Replacement	16/48	4,265	✓		✓	✓
Upper Trinity Regional Water District, Tom Harpool Water Treatment Plant Raw Water Pipeline	48	26,800	✓	✓	✓	✓
City of San Angelo, Hickory Water Supply Transmission Main	30	330,000	✓	✓	✓	✓
North Harris County Regional Water Authority, Water Distribution System Pipeline Project 37I	16/36	10,500/ 15,500	✓	✓	✓	✓
City of Baytown, Collection System Improvements	24/36	16,000				✓
Trinity River Authority of Texas, Henrietta Creek Segment 25HC-3 Relief Interceptor	24	12,910	✓	✓		✓
Trinity River Authority of Texas, Mountain Creek Segment 30MC-1 Interceptor	90	7,000	✓	✓		
Dallas Water Utilities, Ash Creek Relief Interceptor	48	3,700			✓	✓
City of Conroe, Southwest Wastewater Treatment Plant Effluent Outfall Relocation	60	2,300		✓		✓
Trinity River Authority of Texas, Elm Fork Interceptor	72	8,000	✓	✓		

Lift Stations Rehabilitation Package No. 2

Brownsville Public Utilities Board – Brownsville, Texas

The Brownsville Public Utilities Board (BPUB) has launched a program to address critical issues with its lift stations. A priority list was created for the most urgent needs, and Carollo was contracted to design the rehabilitation of Lift Stations 15, 47, 51, 63, 67, 80, 101, 105, and 106. Project goals include repairing or replacing wet well tops, addressing interior corrosion, replacing equipment as needed, resolving electrical issues, and preparing the stations for future SCADA connections. Another objective is to determine the 100-year flood elevation at or near each lift station, with flood protection measures identified for any located within the 100-year flood zone.

Lift Station No. 15, at 2217 West University Blvd., is one of BPUB's largest. It has a firm pumping capacity of 24,000 gpm (43.5 MGD) with a single wet well and four 295-horsepower pumps—two installed in 1996 and a third in 2011. Pump discharge pipes and valves are housed in a common valve vault. The motor control center (MCC) is inside an air-conditioned concrete block building, while the automatic transfer switch, located outside near the northeast corner, shows significant corrosion. The station operates on 3-phase, 480-volt power and includes an odor control system. Corrosion inside the wet well is minimal.

Located in FEMA Flood Zone X, the lift station is outside the 0.2% chance floodplain, with the wet well top at an elevation of 36.80 feet. The electrical systems have reached the end of their life and will be fully replaced, including the electrical building, foundation, switchgear, VFDs, transfer switches, transformers, control panels, voltage regulators, harmonic meters, and associated wiring. The pumps and discharge pipes will also be replaced, and the wet well will be coated to protect against hydrogen sulfide damage.



CONSTRUCTION COST: $8M

ROLE: Prime

KEY PERSONNEL:

Hani Michel – Principal-in-Charge
Sergio Espinoza – Project Manager
Robert Cullwell – Technical Advisor

Balboa Lift Station Improvements

McAllen Public Utility – McAllen, Texas

Carollo partnered with McAllen Public Utility to design significant upgrades at the Balboa Lift Station, focusing on pump replacement and advanced odor control. Modifications at the downstream South Wastewater Treatment Plant increased the static head, which reduced the maximum capacity of the existing pumps from 20 million gallons per day (mgd) to 15 mgd. To address this, the force main between the plant and the lift station was modeled to develop a system head curve, guiding the selection of new equipment.

Five new submersible sewage pumps, each capable of delivering 20 mgd under the new plant conditions, were selected to replace the six existing pumps. The new pumps were equipped with variable frequency drives (VFDs), which improved efficiency and provided better water level control in the wet well. By maintaining the water level near the invert of the influent pipe, the project minimized odor generation at the source.

To further address odor concerns, Carollo designed a single-stage biotrickling filter system to replace the existing chemical scrubbers. The new system features active air circulation within the lift station headspace and extracts foul air from the top of the lift station's three separate chambers, providing a more effective and sustainable odor control solution.

On this project, the schedule was critical for getting the new odor control system online in record time since residents in the nearby neighborhood complained of the foul odors. Carollo accelerated the design and worked concurrently with the odor control system manufacturer to complete the design and review the shop drawings to expedite system fabrication a few months before the notice to proceed was issued to the contractor.



CONSTRUCTION COST: $6M

ROLE: Prime

KEY PERSONNEL:

Hani Michel – Project Manager
Robert Cullwell – Design Engineer

Hickory Raw Water Booster Pump Station

City of San Angelo – San Angelo, Texas

As part of the San Angelo Hickory Water project, Carollo designed a booster pump station from individual well pumps to deliver water over 60 miles from the well field to the City. Vertical turbine pumps with variable frequency drives were selected to allow the pumps' speed to be adjusted to compensate for slight variations in pressure in the well field piping and to maximize the system's efficiency. The pump station was designed with an initial capacity of 9 mgd and the ability to be easily expanded to 12 mgd.

The booster pump station includes glass-fused-to-steel well field stand pipe tank; glass-fused-to-steel ground storage tank; a booster pump station electrical building; a 900-MHz radio communication system including towers, antennas, and radios; and a long-haul microwave system including three towers, antennas, radios, and PLC-based control system.



CONSTRUCTION COST: $13M

ROLE: Prime

KEY PERSONNEL:

Robert Cullwell - Civil Engineer
Greg Gould - Project Engineer

Collection System Improvement Program

City of Baytown – Baytown, Texas

Carollo is supporting the City of Baytown with improvements across their wastewater collection system. This includes both rehabilitation of aging infrastructure and the construction of new infrastructure to support development. Carollo has assisted the City with the following:

- Modeling and strategic planning for the wastewater collection system serving the Northeast and East WWTP areas. The team updated the City's conditions model, conducted flow monitoring to identify inflow and infiltration, calibrated the model, and used it for future capacity planning (hydraulic deficiencies still to be identified).
- **Lannie Lift Station** improvements will increase capacity for future development, improve flood resiliency, and enhance operations. Work includes a site survey, facility evaluation, added SCADA communication, and security and safety upgrades.
- Construction management and inspection for **Goose Creek Lift Station**, a triplex submersible pump station with 6,192 gpm (8.9 mgd) capacity, featuring sinking caisson construction, force main improvements, bypass pumping, and a natural gas generator.
- Construction management and inspection for the Baytown **Convention Center and Hotel Lift Station**, a duplex submersible pump station with 700 gpm capacity, including sinking caisson construction, sewer and force main upgrades, bypass pumping, and a natural gas generator.
- Construction management and inspection for the West District WWTP Second Feed force mains, consisting of 16,000 LF of 24-inch HDPE force main, 36-inch gravity sewer, and construction within private easements and public ROW.



CONSTRUCTION COST: $300M

ROLE: Prime

KEY PERSONNEL:

Robert Cullwell - Technical Advisor

Buffalo Creek Lift Station #2

North Texas Municipal Water District, Texas

The Buffalo Creek Lift Station No. 2 and Parallel Force Main project for the North Texas Municipal Water District responds to the 2021 Buffalo Creek Interceptor System Capacity Assessment & Assurance report and the 2023 Feasibility Analysis for Conveyance Alternatives, both of which confirmed the need for greater pumping and conveyance capacity to support growth in Forney, Heath, and Rockwall and to manage peak wet-weather flows at the South Mesquite Creek Regional Wastewater Treatment Plant. The work entails designing and constructing a new 32 MGD lift station on the existing Buffalo Creek Lift Station site and installing approximately 10,400 feet of 42-inch force main, with planning-level costs of $40.3 million for the lift station and $16.5 million for the force main. Engineering services include preliminary and final design, bid-phase services, site surveying and platting, easement exhibits and support, geotechnical investigation, subsurface utility engineering, environmental permitting, and support for TWDB funding, in coordination with the communities of Rockwall, Forney, and Heath.



CONSTRUCTION COST:
$ 40.3M (lift station)
$ 16.5M (force main)

ROLE: Prime

KEY PERSONNEL:

Greg Gould - Project Engineer

Lone Star Ranch Lift Station Replacement

City of Frisco, Texas

The Lone Star Ranch Lift Station, originally built in 2001, was replaced with a new facility to handle projected buildout flows, as residential growth in the area has accelerated faster than anticipated. The new lift station has a capacity of 13 MGD, representing a 40 percent increase over the previous facility, and continues to deliver flows to the Stewart Creek West WWTP. The project involved installing 24-inch and 36-inch gravity wastewater mains into the lift station, along with a 24-inch, 2,000-linear-foot force main on the discharge side leading to the Stewart Creek West WWTP. Additional work included establishing the force main alignment, designing the layout of the new lift station, sizing pumps and piping, and constructing a new electrical building for the VFDs with HVAC and odor control. A process schematic was developed, and new generators were installed at both the Frisco Lakes Lift Station and the Lone Star Ranch Lift Station. The project also included determining necessary property acquisitions, developing the site and civil layout, decommissioning and demolishing the existing lift station, and planning construction sequencing.

Robert Cullwell performed an initial inspection of the lift station and met with city staff to determine deficiencies and needs. Robert assisted in the hydraulic analysis during the design process and was critical in the pump selection process. He also performed a quality review of the design, focusing on city codes and requirements, confirming the final product was in line with the regulatory requirements and meeting the City of Frisco's goals and needs.



CONSTRUCTION COST: $6.1M

ROLE: Prime

KEY PERSONNEL:

Robert Cullwell - Technical Advisor

Mountain Creek 30MC-1 Interceptor Rehabilitation

Trinity River Authority, Texas

For the Trinity River Authority's Central Regional Wastewater System Mountain Creek 30MC-1 Interceptor Rehabilitation, Carollo led a comprehensive effort to assess, design, and replace critical interceptor infrastructure. Early in the project, Carollo coordinated with Union Pacific Railroad, TxDOT, Oncor, and a private golf course to identify potential conflicts and crossings, develop mitigation plans, and secure the necessary permits. This proactive approach helped streamline the permitting process and minimize construction risks.

The project included a full condition assessment using CCTV, laser, and sonar technologies to evaluate 7,000 feet of 78-inch unlined reinforced concrete interceptor. The assessment revealed significant deterioration, including pipe wall loss and corrosion, which posed a high risk of failure. Hydraulic capacity analysis with 50-year flow projections was performed to guide the design.

Carollo evaluated multiple rehabilitation technologies and materials, such as cured-in-place pipe, sliplining with high-density polyethylene or glass-reinforced plastic, spiral-wound lining, and linabond. The final design replaced the existing 78-inch reinforced concrete pipe with a 90-inch fiberglass reinforced polymer mortar pipeline (FRPMP), increasing capacity and extending service life. The design also included three tunnels, two highway crossings, a golf course crossing, and a railroad crossing, utilizing both open-cut and trenchless installation methods to address site constraints and reduce the need for additional easements.

Throughout the project, Carollo managed coordination with multiple agencies, including the U.S. Army Corps of Engineers, TxDOT, and Union Pacific Railroad, to obtain all required approvals. The result is a modernized interceptor system that supports long-term reliability and capacity for the Central Regional Wastewater System.



CONSTRUCTION COST: $18.7M

ROLE: Prime

KEY PERSONNEL:

Greg Gould - Project Manager

Water and Wastewater Main Replacements

Dallas Water Utilities, Texas

Carollo is providing engineering services for seven pipeline segments, totaling approximately 49,940 linear feet of water and wastewater mains throughout the City of Dallas. The scope of work includes both preliminary and final design for 8,450 linear feet of water mains, with diameters ranging from 8 to 48 inches, and 41,490 linear feet of wastewater mains, with diameters ranging from 8 to 42 inches. As part of this contract, the existing 54/60-inch White Rock Interceptor is being designed for rehabilitation to extend its service life and improve system reliability. In addition, a new 5-mile, 78-inch relief interceptor is currently under design to address capacity needs within the city's wastewater system.

These pipeline segments are located in complex and challenging areas, requiring careful planning and coordination. The alignments cross State Highways 12 and 78, Interstate 35, major railroads, Dallas Area Rapid Transit (DART) lines, a golf course, and the Dallas North Tollway. They also run along major creeks and are situated adjacent to the popular jogging and biking trails at White Rock Lake.

To address the diverse site conditions and minimize impacts to the community and environment, a variety of pipeline rehabilitation and replacement methods are being utilized on this project. These methods include open-cut construction, tunneling, and cured-in-place pipe (CIPP) installation, selected based on the specific requirements and constraints of each segment.



CONSTRUCTION COST:
Varies Per Project

ROLE: Prime

KEY PERSONNEL:

Greg Gould - Technical Advisor

CITY OF EDINBURG / Request For Qualification #2025-004
Lift Station #4 and Sewer Line Upgrades (Engineering Services)

Henrietta Creek 25HC-3 Interceptor

Trinity River Authority, Texas

The Henrietta Creek Interceptor project for the Trinity River Authority in Texas involved a comprehensive condition assessment, preliminary design, and final design for the 25HC-3 wastewater interceptor. The original interceptor consisted of 12,910 linear feet of 24-inch unlined reinforced concrete pipe. Carollo projected flows through 2060 and evaluated alternatives to address capacity needs and system reliability.

The selected solution included constructing a new parallel 54-inch and 48-inch interceptor to replace the existing 24-inch pipe. The new interceptor crosses Henrietta Creek at four locations using open-cut methods with a concrete cap and once by trenchless technology, paralleling the creek and passing under the TxDOT right-of-way and Interstate Highway 35W. Approximately 960 linear feet of tunnels were required for these crossings.

A key challenge was the existing interceptor's configuration, which created dams in Henrietta Creek at four aerial crossings. Carollo's design lowered the pipe to eliminate these dams without using inverted siphons, reducing maintenance needs and the risk of pipeline breaks. The project also addressed access issues by providing permanent easement documents and dedicated access easements from city rights-of-way.

The new interceptor, constructed with corrosion-resistant materials, offers increased capacity and improved access for maintenance. The project included cost-saving measures such as recommending temporary construction easements in areas where acquiring additional permanent easements was not feasible and modifying design details to enhance constructability.



CONSTRUCTION COST: $23M

ROLE: Prime

KEY PERSONNEL:

Robert Cullwell - Technical Advisor
Greg Gould - Project Manager

Effluent Outfall Relocation

City of Conroe, Texas

The City of Conroe's Effluent Outfall Relocation project addressed new, more stringent discharge permit requirements set by the Texas Commission on Environmental Quality. Carollo provided a cost-effective solution by relocating the Southwest Wastewater Treatment Plant (WWTP) outfall to a larger water body, the West Fork of the San Jacinto River. The project included the design of a 60-inch gravity main extending approximately 2,300 linear feet through a registered forested wetland, with the new outfall structure located outside the levee system.

Key project elements included large cast-in-place concrete structures, a 60-foot easement through sensitive wetland areas, and coordination with multiple regulatory agencies, including the U.S. Army Corps of Engineers for a Clean Water Act Section 404 permit. The design also addressed challenges such as incorrect record drawing elevations at the connection point, which were resolved through advanced subsurface utility engineering, and the need to minimize wetland mitigation costs by accurately delineating wetland boundaries.

The project delivered a reliable, high-capacity outfall system capable of conveying up to 60 million gallons per day, while mitigating environmental impacts and supporting the city's long-term compliance and operational goals.



CONSTRUCTION COST: $50M

ROLE: Prime

KEY PERSONNEL:

Robert Cullwell - Technical Advisor

Main Replacement - Ash Creek Segment

Dallas Water Utilities, Texas

This project provides professional engineering services for seven pipeline identification (PID) segments, totaling approximately 77,640 linear feet of water and wastewater mains throughout the City of Dallas. It includes the preliminary and final design of 8,450 linear feet of water mains, ranging from 8 to 48 inches in diameter, and 45,290 linear feet of wastewater mains, ranging from 8 to 42 inches in diameter. Additionally, the project includes preliminary design and alignment studies for 36,220 linear feet of wastewater mains ranging from 54 to 60 inches in diameter.

The Ash Creek wastewater main segment crosses Ash Creek downstream of the Highland Road bridge. A new 48-inch pipe will replace the existing 39-inch pipe. This segment requires bank stabilization using gabions and a cut-off wall to protect the creek from erosion. The floodplain modeling process for this segment involved detailed hydraulic and hydrologic analyses.

Other pipeline segments include complex crossings at major creeks, highways, Dallas Area Rapid Transit (DART) tracks, the Great Trinity Forest, Parkdale Lake, and a golf course.



CONSTRUCTION COST: $11.2M

ROLE: Prime

KEY PERSONNEL:

Greg Gould - Technical Advisor

Surface Water Transmission Program

North Harris County Regional Water Authority, Texas

The program retained Carollo to support several projects, including Project 31D and the 249 Repump Station. Project 31D is a secondary loop water transmission system connecting the proposed State Highway 249 Regional Pump Station to the existing NHCRWA distribution system. As part of Phase II of the NHCRWA Program, it supports the Harris-Galveston Subsidence District (HGSD) mandate to reduce groundwater use by delivering surface water to Municipal Utility Districts (MUDs). The project includes 2.6 miles of 24-inch water transmission main, 5,500 linear feet of 12-inch water line, and receiving facilities with flow meters, control valves, chemical feed systems, and related electrical and instrumentation design.

Preliminary design work included surveying, geotechnical investigations, and alignment adjustments to improve constructability and reduce costs. A variance was secured for construction near Harris County Flood Control District (HCFCD) channels, and work under or near roads was avoided. Coordination with Kinder Morgan was required for sections parallel to or crossing gas pipelines, and trenchless methods were evaluated for congested areas.

The 249 Repump Station involves constructing an 87-MGD high-service pump station, built in three phases to serve the western portion of the Authority's system. Carollo provided architectural, electrical, HVAC, plumbing, and structural design. The station is planned for phased expansion, with foundations raised three feet above natural grade to avoid the 500-year floodplain and buildings designed to withstand hurricane-force winds. Electrical design includes provisions for future expansions and a natural gas-powered standby generator to maintain operations during power outages.



CONSTRUCTION COST: $15M

ROLE: Prime

KEY PERSONNEL:

Robert Cullwell - Technical Advisor

Time-Proven Approach to Client Assignments

Carollo has executed thousands of design professional services contracts with hundreds of municipal agencies. We recognize that we might be called upon to provide a wide range of water and wastewater system work, from planning to design to construction management. Whatever the scope of the assignment, the project management principles are the same:



Confirm. We will begin by confirming the City's goals and critical success factors. Then, provide frequent check-ins as the project moves forward.



Execute. We will engage our internal resources and specialized subconsultants to plan the work and work the plan.



Coordinate. Ongoing coordination with all stakeholders, owners, and internal quality managers will execute a successful project.

Project Management

Carollo's management philosophy begins with communication and scheduling with your staff. Our team will also support Pflugerville's project team with frequent, up-to-date information. We begin this process before the project kickoff and follow through to the end of the warranty period. We do this early and often by:

- **Identify project expectations.** Meeting with your PM allows project manager Sergio Espinoza to clarify what a successful project means to you.
- **Establish a project plan.** Managing a project is easier when everyone works as a team, and the team works best when everyone understands the "game plan."
- **Create a job-specific quality plan.** We take quality seriously; each project at Carollo has an individual quality management plan.
- **Perform monthly project reviews.** Internal team meetings allow us to be prepared and ready to have productive meetings with your PM.
- **Construction and project closeout.** We are invested in the completion of the project and in protecting you in this final phase.

Sanitary Sewer Collection Systems

Carollo has worked with cities, public utility districts, and community groups to provide planning and/or design for more than 1,000 wastewater infrastructure projects. Successfully managing these projects has required developing measures to identify and procure environmental documentation, maintain facility operation during construction, and find groundbreaking ways to reduce costs and maintain schedules.

Wastewater Lift Stations

Carollo has planned, designed, and assisted in the construction of over 500 wastewater lift stations. These pumping facilities serve a number of specific functions, including influent, effluent, return activated sludge, waste activated sludge, combined sewer overflow, stormwater, and facility water pumping. Our lift station designs range in size from 1 to 650 mgd with individual horsepower capacities of up to 2,500.

Many of these projects have involved special design considerations, including coordination with other ongoing construction projects and adjacent facilities, tight site constraints, challenging construction sequencing, temporary bypass pumping, community and environmental impact mitigation, energy efficiency, vibration mitigation, and noise mitigation.

Wastewater Interceptors

Carollo has a proven record in the planning, design, rehabilitation, and construction of major interceptor projects across the United States. The firm's experience spans a wide range of project types, including new interceptor alignments, large-diameter pipeline rehabilitation, condition assessments, and complex hydraulic evaluations.

Wastewater Force Mains

Carollo has extensive experience in the planning, design, assessment, and construction of force main systems for municipal and regional clients. The firm's portfolio includes new force main installations, replacements, condition assessments, and complex hydraulic analyses for projects ranging from small-diameter pipelines to large-scale conveyance systems. Additional experience includes force main condition assessments, risk-based asset management, and the development of improvement recommendations. Carollo's approach combines technical expertise, innovative solutions, and close collaboration with clients to deliver reliable and cost-effective force main infrastructure.

Design Optimization

Our team assists utilities across Texas to optimize their funds in the following ways:

- **Alignment optimization –** The cost of pipe fittings, bends, air release valves, mechanically restrained joints, and other appurtenances adds up quickly. Carollo analyzes alignments to identify opportunities to reduce the need for these items by using pull joints and straight runs of pipe to the extent possible.
- **Installation solutions –** Open cut is often the most cost-effective installation method, but not always. Additional factors such as social costs, surface obstructions, ground conditions, and permit requirements can significantly impact cost. Knowing when to balance the installation methods available is critical to project success.

- **Pipe material review –** Supply chains and material prices are constantly fluctuating. Delivering large projects throughout Texas allows us to anticipate these changes and proactively respond early in the project, reducing the risk of price escalation or schedule delay.

Carollo advances design at 30, 60, and 90 percent milestones through detailed submittals, focused workshops, and early distribution of materials to encourage collaboration and incorporate feedback for efficient delivery.

Permits, Easements, and Regulatory Submissions

Our primary focus is on delivering infrastructure projects efficiently, with studies and plans serving as support to that goal. We aim to maximize available state and federal funding to reduce costs for local governments and taxpayers. Our Team possesses the qualifications and expertise to provide all required services, meet any specifications, and will only enter into agreements with full confidence that our work will exceed Edinburg's expectations and requirements.

Advertising, Bidding, and Construction Services

Advertisement Services

Once the design is complete, our team will continue to support Edinburg by providing the final contract documents, including plans and project manuals for advertising the project. We will work with you to perform a pre-bid meeting and contractor site visits.

Bidding Services

During bidding, we will help you respond to contractor RFIs and resolve any bid discrepancies or conflicts. We will make sure that contractor questions are answered quickly and completely and that those responses make it into bid logs and addenda. Finally, Carollo will continue to provide bid support in the form of bid evaluation and recommendation of award, if needed.

Construction Services

Carollo will work with Edinburg to organize a pre-construction meeting. We will streamline the construction process, commit to schedules, and develop effective communication with the goal of building a team consensus and mitigating problems early. During construction, Carollo will perform periodic site inspections to make sure the project is on track, the contractor is using the right materials, and budget expenditures and contractor pay schedules are on target with completion.

TWDB-Funded Project Experience

The firm has a proven track record of delivering projects funded by the Texas Water Development Board (TWDB). Carollo's experience includes securing and administering more than $1 billion in low-interest loans and grants for Texas clients, with direct involvement in TWDB-funded projects such as McAllen Public Utility Brackish Desalination Facility ($195 million), approved on 7/24/2025 by TWDB -SWIFT, San Angelo Hickory Water Supply Project ($120 million), McAllen Public Utility South WWTP Upgrade ($40 million), and Upper Trinity Regional Water District Riverbend WRP Expansion ($30 million). The team's familiarity with TWDB's State Revolving Fund (SRF) and SWIFT (State Water Implementation Fund For Texas) program requirements, documentation, and compliance processes allows for efficient project delivery and funding administration. Carollo's experts have supported clients through all phases of TWDB-funded projects, from funding applications and regulatory coordination to construction and closeout, helping clients meet all program requirements and reporting obligations.

Closeout Services

Carollo will provide closeout services that support clients as projects transition from construction to operation. The team will conduct final walk-throughs with the client and contractor, prepare and manage punch lists to address outstanding work, and review as-built or record drawings for accuracy. Carollo will coordinate the completion of all punch list items, manage the acceptance and distribution of contract-required deliverables such as spare parts and training manuals, and process final payment and warranty documentation. The team will submit all required closeout materials—including certification letters, final reports, and record drawings—to the client and relevant agencies, and will assist with regulatory acceptance and permit closeout. Additionally, Carollo will provide training and operations and maintenance manuals to facility staff, supporting a smooth transition to long-term operation and maintenance.

APPENDIX - FORMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2025

7/4/2026

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

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

PRODUCER: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Allied World Surplus Lines Insurance Company — 24319 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22229305 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	N	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	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	N	WC 9730570	7/4/2025	7/4/2026	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
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

RFQ 2025-004 - Liftstation #4 and Sewer Line Upgrades (Engineering Services). City of Edinburg is an additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract.

CERTIFICATE HOLDER

22229305
City of Edinburg
415 W. University 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

Joyce M Arnells

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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:
July 29, 2025

Company/Vendor Name:
Carollo Engineers, Inc.

Printed Name and Title:
Sergio Espinoza, Associate Vice President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Carollo Engineers, Inc.
(Full, correct legal name)

- Address: 3700 N 10th Street, Suite 307
  McAllen, Texas 78501

- Telephone/Fax: 956-683-1915 (Ph)
- Email address: sespinoza@carollo.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? Walnut Creek, CA

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No_X__Office is located in McAllen, TX

   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: Sergio Espinoza
   Address: 3700 N 10th Street, Suite 307, McAllen, Texas 78501
   Telephone: 956-683-1915
   Fax: N/A
   Email: sespinoza@carollo.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One (YES) NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

In the past 10 years, Carollo Engineers, Inc., has been a party to the attached litigation matters, however, Carollo has never had a lawsuit involving the City of Edinburg.

LITIGATION DISCLOSURE FORM

Attachment

In the past 10 years, Carollo Engineers, Inc., has been a party to the following litigation matters, however, Carollo has never had a lawsuit involving the City of Edinburg:

- In 2015, Carollo and a client were both the subject of a lawsuit filed by a homeowner related to dwindling water supplies and questioned water rights. Carollo was subsequently dismissed from the lawsuit.

- In 2015, Carollo and others were the subject of a lawsuit filed by the spouse of deceased prison inmate alleging that contaminated water at the prison caused the inmate's death. Carollo was subsequently dismissed from the lawsuit.

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- In 2017, Carollo was brought into a lawsuit between a client and the construction contractor claiming project delays related to the construction of a new wastewater treatment plant. The matter went to trial and Carollo was subsequently found to have no liability for any of the claims.

- In 2018, Carollo, the construction contractor, and a client were the subject of a lawsuit filed by property owners along a sewer interceptor realignment project where construction operations extended beyond the originally projected construction completion date. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.

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- In 2020, Carollo and their joint venture partner were the subject of a lawsuit filed by a client related to tank corrosion as part of a design-build project completed in 2005. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.

- In 2021, Carollo was the subject of a lawsuit filed by a client related to the replacement of trickling filter media as part of a wastewater treatment plant rehabilitation project. Carollo denies responsibility for any of the claims. The lawsuit was settled in mediation.

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- In 2024, Carollo, the construction manager, and the construction contractor were the subject of a lawsuit filed by a client related to onsite inspection work performed by Carollo's subconsultant during construction of an interceptor sewer replacement project. The complaint alleges breach of contract and professional negligence. Carollo denies responsibility for any of the claims.

HOUSE BILL 89 VERIFICATION

I, Sergio Espinoza, the undersigned representative of

Carollo Engineers, 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

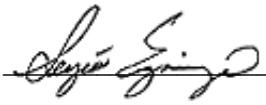
2. Will not boycott Israel during the term of the contract.

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:

Sergio Espinoza, Associate Vice President

TYPE/PRINT NAME AND TITLE:

July 29, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Sergio Espinoza, the undersigned representative of

Carollo Engineers, 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:**

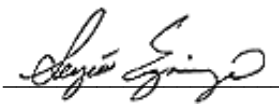
1) **does not boycott energy companies and;**

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:

Sergio Espinoza, Associate Vice President

TYPE/PRINT NAME AND TITLE:

July 29, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Sergio Espinoza, the undersigned representative of

Carollo Engineers, 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.

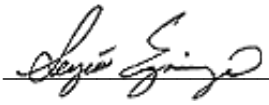
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Sergio Espinoza, Associate Vice President

TYPE/PRINT NAME AND TITLE:

July 29, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Sergio Espinoza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Carollo Engineers, 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 Associate Vice President

Subscribed and sworn to me this 29th day of July 2025.

By:

KARYN MEREDITH CAMBIANO
Notary ID #131491839
My Commission Expires
May 10, 2026

Notary Public

Karyn Cambiano

My commission expires

May 10th, 2026

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.**

Carollo Engineers, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

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

Not Applicable

Signature of vendor doing business with the governmental entity

7/29/25

Date

CERTIFICATE OF LIABILITY INSURANCE

7/4/2026

DATE (MM/DD/YYYY) 7/28/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Allied World Surplus Lines Insurance Company — 24319 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22229305 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 9730570	7/4/2025	7/4/2026	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
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

RFQ 2025-004 - Liftstation #4 and Sewer Line Upgrades (Engineering Services). City of Edinburg is an additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract.

CERTIFICATE HOLDER

22229305
City of Edinburg
415 W. University 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

Joseph M Agnello

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
July 29, 2025

Company/Vendor Name:
Carollo Engineers, Inc.

Printed Name and Title:
Sergio Espinoza, Associate Vice President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Carollo Engineers, Inc.
(Full, correct legal name)

- Address: 3700 N 10th Street, Suite 307
  McAllen, Texas 78501

- Telephone/Fax: 956-683-1915 (Ph)
- Email address: sespinoza@carollo.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? Walnut Creek, CA

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No_X__ Office is located in McAllen, TX

   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: Sergio Espinoza
   Address: 3700 N 10th Street, Suite 307, McAllen, Texas 78501
   Telephone: 956-683-1915
   Fax: N/A
   Email: sespinoza@carollo.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One (YES) NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

In the past 10 years, Carollo Engineers, Inc., has been a party to the attached litigation matters, however, Carollo has never had a lawsuit involving the City of Edinburg.

LITIGATION DISCLOSURE FORM

Attachment

In the past 10 years, Carollo Engineers, Inc., has been a party to the following litigation matters, however, Carollo has never had a lawsuit involving the City of Edinburg:

- In 2015, Carollo and a client were both the subject of a lawsuit filed by a homeowner related to dwindling water supplies and questioned water rights. Carollo was subsequently dismissed from the lawsuit.

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1. Does not boycott Israel currently; and

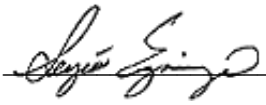
2. Will not boycott Israel during the term of the contract.

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:

Sergio Espinoza, Associate Vice President

TYPE/PRINT NAME AND TITLE:

July 29, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Sergio Espinoza, the undersigned representative of

Carollo Engineers, 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:**

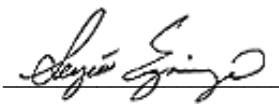
1) **does not boycott energy companies and;**

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:

Sergio Espinoza, Associate Vice President

TYPE/PRINT NAME AND TITLE:

July 29, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Sergio Espinoza, the undersigned representative of

Carollo Engineers, 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.

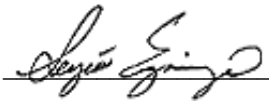
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Sergio Espinoza, Associate Vice President

TYPE/PRINT NAME AND TITLE:

July 29, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Sergio Espinoza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Carollo Engineers, 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 Associate Vice President

Subscribed and sworn to me this 29th day of July 2025.

By:

KARYN MEREDITH CAMBIANO
Notary ID #131491839
My Commission Expires
May 10, 2026

Notary Public

Karyn Cambiano

My commission expires

May 10th, 2026

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.**

Carollo Engineers, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

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

Not Applicable

Signature of vendor doing business with the governmental entity

7/29/25

Date

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

[CIVIL DESIGN SERVICES, INC.] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Civil Design Services, Inc. Response

CONTACT INFORMATION

Company:
Civil Design Services, Inc.

Email:
keren.duhon@cdsmuery.com

Contact:
Keren Cumpian-Duhon

Address:
100 NE Loop 410
Ste. 300
San Antonio, TX 78216

Phone:
N/A

Website:
www.cdsmuery.com

Submission Date:
Jul 29, 2025 1:33 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Liftstaion_#4_and_Sewer_Line_Upgrades_(Engineering_Services)_CDS_Muery.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

2024-2025_HRP_WC_aaCDS_Muery_TX.pdf
2024-2025_Marsh_GL_CDS_Muery.pdf
2025-2026_USI_PL_Civil_Design_Services,_Inc._dba.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

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

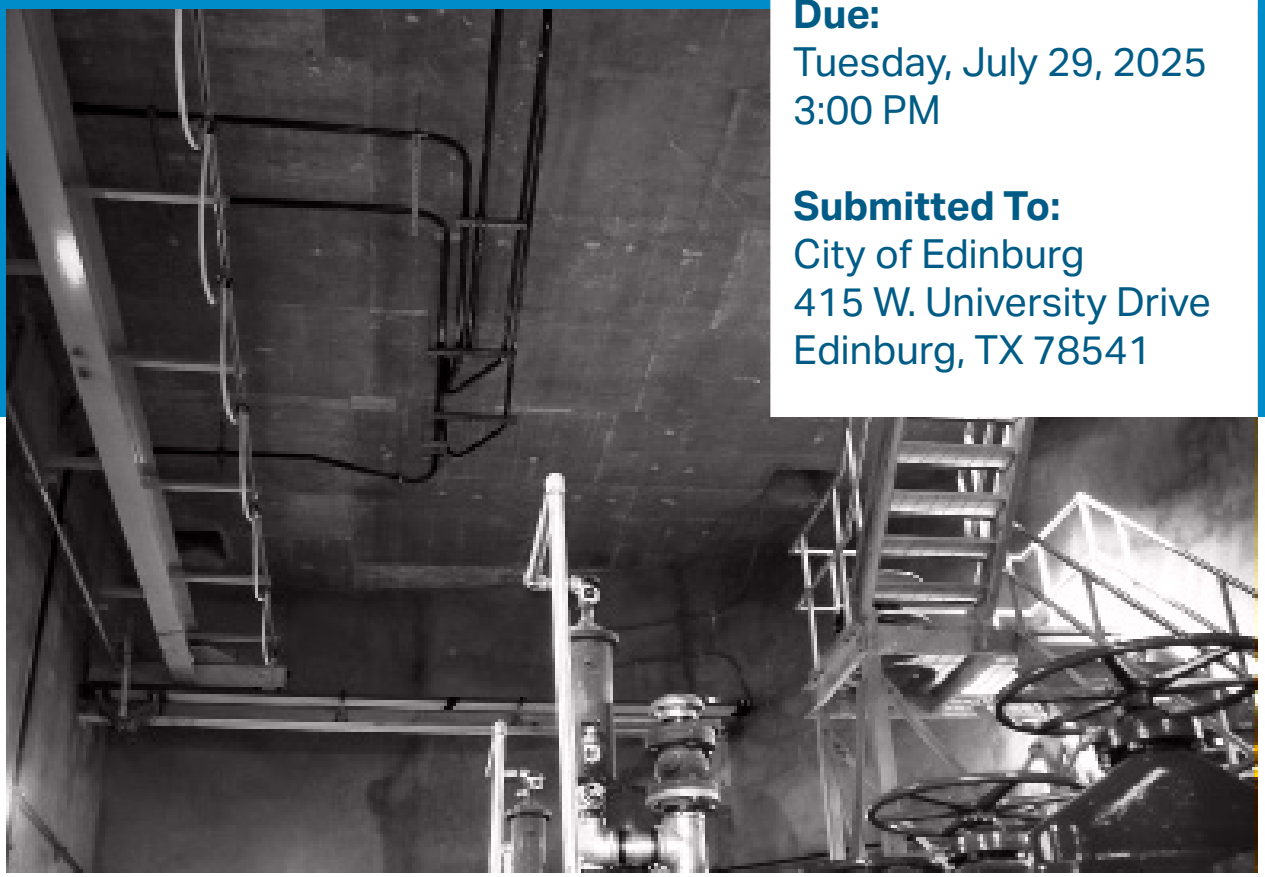
https://www.ethics.state.tx.us/filinginfo/1295/

Yes

Statement of Qualifications

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RFQ 2025-004



Due:
Tuesday, July 29, 2025
3:00 PM

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



Firm Overview

Firm overview



EXECUTIVE SUMMARY

CDS Muery has almost 40 years of proven experience developing responsible solutions and delivering successful civil infrastructure projects in today's fast-changing world. Our services include civil engineering, transportation engineering, traffic engineering, fuel storage and dispensing design, subsurface utility engineering, surveying, 3D laser scanning, and mapping services. Over the past three decades, we have proudly provided civil engineering surveying services to both private and public sectors.



At CDS Muery, we continue to grow and evolve by focusing on our client's specific needs. We remain steadfast in our commitment to enhancing the quality of life of our clients, our employees, and the communities in which we live and work. Our headquarters are located in San Antonio at 100 NE Loop 410, Ste. 300, San Antonio, TX 78216.

EXPERIENCE



Established
1988

121
Employees

RESOURCES AND CAPABILITIES

CDS Muery is a full service consulting firm that provides the following in-house professional services:

Civil Engineering:

- Feasibility Studies
- Project Site Planning
- Project Due Diligence
- Project Entitlements
- Residential Development
- Commercial Development
- Water / Wastewater Systems
- Street / Roadway Design
- Parking Facilities Design
- Pavement Design
- Site Structural Design
- Site Grading Design
- Airport Runway / Apron Design
- Storm Water Management Systems
- Storm Sewer Design
- Detention Pond Design
- Flood Plain Analysis and Reclamation
- Storm Water Pollution Prevention Plans
- Athletic Facilities
- Construction Inspections
- Construction Administration

Traffic Engineering:

- Traffic Engineering Studies
- Traffic Signal Design
- Illumination Design
- Signs and Pavement Markings
- Traffic Control Plans
- Right of Way Permits

Surveying:

- Route Surveying for Roads, Transmission Lines
- Pipelines and Fiber Optics Cables
- GPS/Geodetic Control Surveys
- Design / As-Built Surveying
- GIS Mapping
- GIS Database Digital Integration
- ALTA / NSPS Surveys
- Subdivision Plats
- Hydrographic Surveying
- Boundary and Cadastral Surveying
- Airport Obstruction Clearance and Control Surveys
- Precise Leveling
- Abstracting and Ownership Maps
- Plan and Profile Base Maps

3D Laser Scanning:

- Detailed Power and Industrial Plant As-Builts
- Historical Preservation/ Renovation Documentation
- Topographic and Design Surveys
- Construction Progress Archive and Asset Management Inventory Surveys
- Movement and Deformation Measurement Surveys
- Accident Investigation and Forensic Surveys

Fuel System Design:

- Gasoline
- Diesel and Fuel Oil
- Ethanol Containing Fuel - E-85
- Bio Diesel
- Jet A
- Avgas (100 LL)
- DEF
- Propane
- Aboveground Storage Tank (ATS) System Design
- Underground Storage Tank (UST) System Design

Unmanned Aerial Vehicle (UAV) Services:

- Topography Surveys
- Tree / Canopy Surveys
- Aerial LiDar
- Aerial Utility Mapping
- Aerial Photogrammetry
- Real Estate
- Land Development
- Mining
- Construction Management

Subsurface Utility Engineering (SUE):

- Utility Quality Level A, B, C, D
- Utility Designating



Project Approach

PROJECT APPROACH

ABILITY TO MEET SCHEDUES AND DEADLINES

CDS Muery is fully committed to delivering every phase of the Liftstation #4 and Sewer Line Upgrades project on time and within budget. Our project management framework is built around proactive scheduling, rigorous milestone tracking, and constant communication with stakeholders. With decades of experience in complex municipal infrastructure projects—including sanitary sewer system design, lift station rehabilitation, and force main improvements—we understand that meeting deadlines is not only about planning, but about anticipating and resolving challenges before they impact the schedule.



At the heart of our delivery team is Mark Roetzel, P.E., R.P.L.S., C.F.M., who brings over 40 years of dedicated experience in sanitary sewer infrastructure planning and design. Mark's leadership on past municipal and utility projects has consistently ensured that both design and construction phases are executed on or ahead of schedule. His knowledge of TCEQ regulations, his track record with permitting processes, and his keen understanding of constructability challenges allow him to anticipate potential delays and resolve issues proactively. His hands-on involvement in the design of lift stations, gravity mains, and force mains throughout Texas enables us to reduce rework, limit RFIs, and accelerate agency approvals.

Our approach includes:

- Detailed Project Scheduling: At the onset of each engagement, we develop a critical path method (CPM) schedule tailored to the City's goals. This schedule incorporates all design milestones, submittal dates, permitting windows, bidding timelines, and construction phasing considerations.
- Design Oversight and QA/QC: All deliverables go through a robust internal QA/QC process led by senior technical staff, including Mark Roetzel, to ensure that plans are accurate, buildable, and regulatory-compliant—thereby reducing costly delays during review and construction.
- Staffing Capacity and Availability: CDS Muery has the capacity to immediately staff the project with experienced engineers, surveyors, and construction administration professionals. Because of our depth of bench and cross-trained teams, we can ramp up resources quickly to meet tight deadlines without compromising quality.
- Proactive Stakeholder Communication: We maintain frequent and transparent communication with City staff, permitting agencies, and utility owners. Our team is adept at managing coordination with TCEQ, TxDOT, and private utility companies—factors that often become bottlenecks if not addressed early.
- Track Record of Fast-Track Delivery: We have repeatedly delivered sewer system upgrades under tight deadlines for public entities across Texas. Our ability to stay nimble and collaborative has led to successful fast-track construction packages and early starts on long-lead items such as pumps and control panels.

PROJECT APPROACH

PAST EXPERIENCE DEMONSTRATING TIMELY DELIVERY

Our recent project experience includes the design and construction-phase support for multiple sewer lift station rehabilitations, interceptor expansions, and mainline upsizing projects across South and Central Texas. These projects have required parallel coordination of permitting, easement acquisition, design development, and construction sequencing. On each project, we have delivered:

- On-time TCEQ submittals and approvals
- Timely acquisition of ROW and easements
- Responsive coordination with electrical and mechanical subcontractors
- Construction administration that kept contractors on schedule and accountable

For this project, we are fully committed to maintaining momentum from notice-to-proceed through final closeout. With Mark Roetzel leading the engineering scope and our experienced support team behind him, we are confident in our ability to help the City of Edinburg achieve its project goals on time.



QUALITY ASSURANCE / QUALITY CONTROL

Quality Control

CDS Muery is deeply committed to delivering high-quality engineering services through a structured, multi-tiered Quality Control (QC) program that emphasizes accuracy, constructability, regulatory compliance, and client satisfaction. Our QC philosophy is built on a simple principle: do it right the first time. This ensures that the City of Edinburg receives plans and specifications that are not only technically sound, but also practical to construct and cost-effective to implement.

Our QC process begins on day one and is implemented throughout every phase of the project—from preliminary planning through final construction closeout. It is led by a team of senior technical professionals, including Mark Roetzel, P.E., R.P.L.S., C.F.M., who brings extensive expertise in sanitary sewer and lift station design. Mark's deep understanding of design standards, utility coordination, and TCEQ submittal requirements ensures that all deliverables meet or exceed City expectations and agency requirements.

PROJECT APPROACH

Our Quality Control Measures Include:

Internal Peer Review Process: Every set of plans and reports undergoes an internal peer review led by a senior engineer not directly involved in the day-to-day design. This "fresh eyes" approach helps us catch potential issues early and enhances design clarity and consistency.

QC Checklists for Each Submittal Stage: Our team uses tailored checklists to verify technical completeness, standard compliance (City of Edinburg and TCEQ), drafting accuracy, and constructability for each phase—30%, 60%, 90%, and final design.

Constructability Reviews: We conduct constructability and sequencing reviews during design to identify and address potential field challenges before they become costly change orders or delays.

TCEQ Compliance Assurance: Mark Roetzel has successfully submitted dozens of wastewater and lift station designs to TCEQ for approval. He ensures that all required documentation, calculations, and plan formatting are correct and submitted in accordance with the latest regulatory guidelines.

Cross-Disciplinary Coordination: Our engineers, surveyors, and construction managers collaborate to ensure all elements—horizontal/vertical alignment, easement constraints, utility conflicts, and hydraulic calculations—are fully coordinated.

Lessons Learned Implementation: CDS Muery maintains a library of lessons learned from previous sewer infrastructure projects, which we reference to continuously improve our design approach and avoid repeat issues.

Final QA Sign-Off

Before any submittal is released, the project manager and quality control lead conduct a final QA sign-off to verify that all prior review comments have been addressed and that the design is fully aligned with the City's expectations. This structured, accountable process results in high-quality deliverables, minimized change orders, and smooth construction execution.





Key Personnel

ORGANZATIONAL CHART





Principal
John E. Rothe, PE, CFM
(CDS Muery)



Project Manager / Utility Enginering
Mark Roetzel, PE, RPLS, CFM



Quality Control Manager
Maria Gomez Molina, PE, LGPP
(CDS Muery)



Deputy Project Manager / Wastewater Treamtment
Curt Raabe, PE
(CDS Muery)

Subsurface Utility Engineering



SUE Lead
Russell Morkovsky, PE, CFM
(CDS Muery)



SUE Support
Josh Guevara
(CDS Muery)

Land Surveying



Surveying Lead
Darryl Zercher, RPLS
(CDS Muery)



Surveying Support
Brian Nix, RPLS
(CDS Muery)

Hydrology / Hydraulics



Hydrology / Hydraulics Lead
Juan Ludwig, PE. CFM
(CDS Muery)

Construction / Project Management



Construction / Project Management
Pat Debner
(CDS Muery)

Geotechnical Engineering



Geotechnical Engineering Lead
Katrin Leonard, PE
(Raba Kistner)



JOHN E. ROTHE, PE

PRINCIPAL

PROFESSIONAL OVERVIEW:

Mr. Rothe has managed and designed many projects including highways/roadways, drainage structures, street resurfacing, rehabilitation, and reconstruction, utility rehabilitations, and municipal capital improvement projects.

Mr. Rothe has 38 years of experience, including 10 years with TxDOT in the San Antonio District. Mr. Rothe's roadway/street project experience include City of San Antonio, City of Uvalde, Bexar County, and TxDOT projects.

PROJECT EXPERIENCE:

Bexar County - Highland Oaks Subdivision. Project Manager, San Antonio, TX. Mr. Rothe was the Project Manger. The project consisted of the design and construction of seven subdivision streets within the Highland Oaks Subdivision. Highland Oaks Subdivision is located just east of Highway 281 in far south Bexar County but within the City of San Antonio's ETJ. Highland Oaks subdivision was established in 1959 but did not have the roadways constructed as part of the development. The street and drainage improvements included a 32' rural roadway section, the reestablishment of roadway alignments, the reestablishment of ROW limits, and providing appropriate drainage facilities.

City of Cibolo - Cibolo / YMCA Community Center. Cibolo, TX. The project consists of constructing a new community center located on City owned property included an approximate 30,000 sq. ft. multi-function building, splash pad, playground, and parking. Mr. Rothe was the Civil Project Manager. The scope of the site improvements include driveway access connections to FM 78, site access drives and parking, fire lanes, pedestrian / ADA access throughout the facility, playground, on-site utility mains for domestic water, fire protection water, and sanitary sewer, and on-site storm water facilities.

Bexar County Public Works - Menger Creek Trail Options Feasibility Report. San Antonio, TX. This project entailed evaluating three separate hike and bike trail route options linking a proposed trail being constructed with CoSA's Menger Creek Drainage Project to the Salado Creek Trailhead located at the northeast intersection of Houston Street and AT&T Parkway. Mr. Rothe was responsible for assisting with the development of the feasibility report incorporating information from AT&T/Coliseum administration, CoSA, Bexar County, UPRR, SAWS, and other utility purveyors.

COMPANY / TITLE

CDS Muery / Principal-in-Charge

YEARS OF EXPERIENCE

38 years

YEARS WITH THE FIRM

28 Years

LICENSE

Registered Professional Engineer, State of Texas #73075 (1992)

Certified Flood Plain Manager, Texas #2174-11N

TxDOT Pre-Certified - 11 Categories

EDUCATION

B.S.C.E., Texas A&M University, 1986

MARK ROETZEL, PE, CFM, RPLS

PROJECT MANAGER



COMPANY / TITLE

CDS Muery / Sr. Project Manager

YEARS OF EXPERIENCE

43 years

YEARS WITH THE FIRM

20 Years

LICENSE

Registered Professional Engineer, State of Texas #57660 (1986)

Registered Professional Land Surveyor, State of Texas #4881 (1990)

EDUCATION

B.S.C.E., University of Notre Dame, 1980

PROFESSIONAL OVERVIEW:

Mr. Roetzel has 43 years of experience in the planning, design, management, and construction of water works, wastewater utilities, and civil improvement projects.

Mr. Roetzel has designed and managed construction for more than $600M of numerous public works, private and federal projects during this period, including heading design and construction administration groups. His water utility experience includes conventional and membrane treatment plants, groundwater wells, pumping stations, ground and elevated storage tanks, transmission and distribution systems. His wastewater utility experience includes activated sludge, fixed-film, MBR and natural treatment systems, numerous large diameter sewer mains, local collectors, siphons, lift stations and forcemains.

PROJECT EXPERIENCE:

City of Uvalde - Wastewater Utility Projects. Project Manager, Uvalde, TX. Mr. Roetzel has managed several wastewater infrastructure projects for Uvalde. The City's primary Wood Street lift station was replaced in 2005 with a new larger capacity drywell/wetwell lift station with VFD controlled sewage pumps, PLC control, improved site access and safety, and a new HDPE discharge forcemain sized for reduced energy consumption. An additional secondary clarifier was added at the WWTP in 2019, including revised yard piping and RAS control to improve plant operations. Various improvements are not being completed at the WWTP, including: Structural repairs to the WWTP aeration basin bridge; Replacement of the influent screw pumps, Replacement of the headworks motor control center (MCC), and area lighting improvements. CDS Muery is also now assisting the city with design of additional improvements at the WWTP, including: Repair of Final Clarifier No.1 addition of aeration basin DO meters and related PLC control of the mechanical aerators to optimize energy usage, addition of a mechanical bar screen, and entry roadway improvements.

SAWS - Twin 71-Inch Sewer Main Replacement. Project Manager, San Asntonio, TX. This project included the upgrade of the twin 72-inch outfall mains extending from 97th Street just north of Stinson Airport northwest approximately 2.6 miles to Hart Ave. Engineering services included a detailed hydraulic analysis of several route and sizing alternatives, route surveying and evaluation, flow junction structure design, open-cut and FRP slip-lined gravity pipeline design, flow equalization stations, roadway replacement design and sequencing, and biological odor control facilities.

CURT RAABE, PE

DEPUTY PROJECT MANAGER / WASTEWATER TREATMENT



COMPANY / TITLE

CDS Muery / Deputy Project Manager

YEARS OF EXPERIENCE

35 years

YEARS WITH THE FIRM

22 Years

LICENSE

Registered Professional Engineer, State of Texas #74693 (1993)

EDUCATION

B.S.C.E., Texas A&M University, 1988

PROFESSIONAL OVERVIEW:

Mr. Raabe has 35 years of experience in the design, management, and construction of water works and sanitary sewer improvement projects. As the former Engineering Manager for SAWS Governmental Division, Mr. Raabe was responsible for over 200 on-going projects under design and construction. Mr. Raabe's experience includes water and sanitary sewer system master planning, design, rehabilitation, coordination of joint agency highway/roadway projects, joint agency bid documents with TxDOT, extensive coordination with multiple utility companies on their existing facilities, and construction inspection.

PROJECT EXPERIENCE:

SAWS - Blue Wing Road to IH-37 Sewer. Project Manager/Utility Design, San Antonio, TX. Mr. Raabe successfully completed an accelerated design schedule in-order to meet construction start deadline. He worked with citizens whose property fell within the project limits to keep the project on track. Mr. Raabe currently provides for bi-weekly construction site visits. This USEPA consent decree project entailed construction of approximately 64 LF of 8", 167 LF of 18", and 18 LF of 24" sanitary sewer mains by open cut construction and for the rehabilitation of approximately 219 LF of 18", 5,864 LF of 60", and 295 LF of 84" sanitary sewer pipes by CIPP rehabilitation including bypass pumping.

City of Uvalde – 2009 TCDP Grant Water Systems Improvements. Utility Project Engineer, San Antonio, TX. As a design engineer Mr. Raabe was responsible for design and construction administration of water and sanitary sewer main replacements on this City of Uvalde grant project. Utilities improvements consisted of replacement of 3,448 LF of 6" water mains. Mr. Raabe's responsibilities included project scoping, scheduling and budgeting; design development; interface with City of Uvalde management and other stakeholders; supervision of plan production; and construction document preparation; bid phase and construction phase services.

City of LaCoste – TCDP Grant Water and Wastewater Improvements. Utility Project Engineer, LaCoste, TX. As a design engineer Mr. Raabe was responsible for design and construction administration of water and sanitary sewer main replacements on this City of LaCoste grant project. Utilities improvements consisted of replacement of 2,125 LF of 6" water mains; and 1,260 LF of 12" sanitary sewer mains. Mr. Raabe's responsibilities included project scoping, scheduling and budgeting; design development; interface with City of LaCoste management and other stakeholders; supervision of plan production; and construction document preparation; bid phase and construction phase services.



MARIA MOLINA, PE

QUALITY ASSURANCE/QUALITY CONTROL

COMPANY / TITLE

CDS Muery / Business Development Manager

YEARS OF EXPERIENCE

27 years

YEARS WITH THE FIRM

2 Years

LICENSE

Registered Professional Engineer, State of Texas #97447

Registered Professional Engineer, State of New Mexico #29079

Local Government Project Procedures (LGPP) - LGP 101 Completed on February 2025

EDUCATION

B.S.C.E., University of Texas - San Antonio, 1998

PROFESSIONAL OVERVIEW:

Mrs. Molina has over 27 years of experience in civil and utility engineering in Texas and New Mexico, including street and drainage, traffic management, flood control, water storage and distribution, and wastewater collection projects. Her Public Works management positions in Corpus Christi, Houston, and Sante Fe have provided a unique understanding of governmental infrastructure challenges and staff management. Ms. Molina's engineering consulting for Brownsville PUB provides a thorough understanding of utility infrastructure needs, and her numerous project designs and construction administration in the San Antonio area provide demonstrated engineering and project management capability.

PROJECT EXPERIENCE:

SAWS - DR 999-1002 Open Cut and Rehabilitation Packages. Project Engineer, San Antonio, TX. These projects were located throughout the southwest and southeast quadrants of San Antonio. Scope consisted of designing approximately 9,500 linear feet of 8-inch through 18-inch sanitary sewer rehabilitation using the pipe bursting and cured in place pipe construction methods. Design also included approximately 4,500 linear feet of 8-inch sanitary sewer main using the open cut construction method. Mrs. Maria Gomez Molina, served as engineer-of-record for these projects which first included an Analysis Phase of existing pipe conditions, permits required, cost estimates, evaluation of manholes and recommendations as to rehabilitation or replacement of the sanitary sewer main segment. Design Phase, Bid Phase and Construction Phase were all also part of these projects. Construction Phase consisted of material submittals, few RFIs, monthly progress meetings, scratch sheet and monthly pay estimate reviews. There were funds left over in the construction contract and SAWS was able to utilize that money to construct two other work orders.

SAWS - Commercial Tributary Ph. II - Governmental. Project Manager, San Antonio, TX. This project consisted of replacing approximately 8,000 linear feet of sanitary sewer ranging from 8-inches to 42-inches. Project also included a 36-inch double barrel siphon. Maria designed an offset precast siphon structure that reduced the construction time and bypass pumping time by 80%. This project was joint bid with the City of San Antonio and Mrs. Molina was the Consultant for SAWS through one of her Engineering Design Services Contract. Mrs. Molina was the design engineer and construction manager.



JUAN LUDWIG, PE, CFM

HYDROLOGY / HYDRAULICS

COMPANY / TITLE

CDS Muery / Sr. Project Manager

YEARS OF EXPERIENCE

24 years

YEARS WITH THE FIRM

10 Years

LICENSE

Registered Professional Engineer, State of Texas #99289 (2007)

Certified Flood Plain Manager, State of Texas #02169-11N

EDUCATION

M.S.C.E., University of Texas at San Antonio, 1999

B.S., Bioenvironmental Science, Texas A&M University, 1995

PROFESSIONAL OVERVIEW:

Mr. Ludwig has significant experience working on roadway/ street design, flood study and drainage projects for Bexar County, City of San Antonio, and private clients. His experience includes performing hydrology storm water runoff calculations and hydraulic analysis of culverts, storm sewer systems, channels, natural flood plains, and bridge structures. His experience includes performing storm water runoff calculations and providing hydraulic analysis of culverts, storm sewer systems, channels, natural flood plains, and bridge structures.

Mr. Ludwig has over eighteen (18) years of experience in the design and construction of groundwater remediation, water works, sanitary and storm sewer improvement projects. He has worked on design teams and provided technical design support and construction oversight for various large scale projects and specializes in civil engineering design, with an emphasis in hydrology and hydraulic modeling.

PROJECT EXPERIENCE:

City of Uvalde - City Engineer. Design Engineer, Uvalde, TX. Mr. Ludwig assisted with design engineering during this On-Call Engineering Contract. Services provided to the City have included, but are not limited to: subdivision plat review and coordination; council and public and zoning meeting presentations and discussion support; Zoning Map preparation; street and drainage reconstruction projects; street sealcoat and overlay projects; drainage remediation projects; and flood plain studies.

Bexar County - Evans Road LWC (SC-2). Hydrology / Hydraulics, San Antonio, TX. Mr. Ludwig utilized USACE HEC-RAS V4.0 modeling software to assess hydraulic conditions of the existing Evans Road Low Water Crossing and the design for the proposed 350 Ft. Elm Waterhole Creek Bridge structure.

Mr. Ludwig prepared the original Evans Road Low Water Crossing Water Pollution Abatement Plan (WPAP). The WPAP BMPs utilized for the 4.95-ac project area consisted of dual Vortechs (Model Vx11000) units. The WPAP was approved by TCEQ on March 16, 2011. He also prepared and submitted Nationwide 14 PCN application, Bexar Co. Flood Plain Development Permit, and CLOMR documents for the project.

As a follow up to the original Evans LWC bridge project, Mr. Ludwig completed the Evans Road Phase 1 WPAP Modification Plan (23.95-ac), located on the north side of Evans Road east of Bulverde Road to Dusty Canyon. The WPAP MOD BMPs utilized for this project consisted of four BaySaver/Bay Filter units. The WPAP Modification Plan was approved by TCEQ on March 12, 2019.

RUSSELL MORKOVSKY, PE, CFM

SUBSURFACE UTILITY ENGINEERING



COMPANY / TITLE

CDS Muery / Principal

YEARS OF EXPERIENCE

34 years

YEARS WITH THE FIRM

8 Years

LICENSE

Registered Professional Engineer, State of Texas #97577 (2006)

Certified Flood Plain Manager, Texas #1534-09N

TxDOT Precertified #16375 - 10.1.1; 10.2.1; 18.2.1

EDUCATION

Bachelor of Environmental Design, Texas A&M University, 1990

PROFESSIONAL OVERVIEW:

Mr. Morkovsky has 34 years of civil and municipal engineering experience. He serves as Principal and Sr. Project Manager. He is responsible for providing management and technical direction for stormwater drainage and water quality projects. His experience includes the management, analysis and design of watershed master drainage plans and management studies, urban drainage systems rehabilitation projects, roadway and site drainage mitigation systems, regional and sub-regional detention facilities, and the hydrologic / hydraulic analyses and design of riverine systems.

Mr. Morkovsky is responsible for directing CDS Muery's subsurface utility engineering (SUE) professional services.

PROJECT EXPERIENCE:

Bexar County Public Works - Perrin Beitel (SC-9) Bridge Expansion PER. Project Manager, San Antonio, TX. Mr. Morkovsky served as Project Manager for the creation of preliminary engineering report for this urban flood control project along Beitel Creek. Though the scope of the project originally assumed the cause of flooding was due to restriction caused by the bridge, it was determined through the use of unsteady flow HEC-RAS modeling of the entire length of Beitel Creek that the flooding within the project area was caused instead by a lack of conveyance capacity within the creek. Mr. Morkovsky directed the project team and coordinated with officials from Bexar County, SARA and the City of San Antonio to develop a proposed cost-effective channel restoration and natural channel design solution which will not only alleviate the flooding problems, but will also become an extension of the Salado Creek Greenway trail system and serve as a recreational amenity for the community.

AEP Replacements. Project Director, Del Rio, TX. CDSm provided QL-B utility investigation services for an AEP utility pole replacement project that covered 8.6 miles, between 3 different substations. The project will also involve digging QL-A test holes at a later stage in the project. The SUE portion of the project has a contract value of $105,000.00. To date we have completed the QL-B utility investigation and delivered the sealed utility investigation pages.

New Centerpoint Energy Gas Main. Project Director, Buda, TX. CDSm conducted a QL-B utility investigation along a 1.7 mile alignment in Buda Tx, for the placement of a new Centerpoint Energy gas main. More the 50,000 lineal feet of underground utility facilities were marked during the investigation. Deliverables consisted of utility CADD files.

JOSH GUEVARA

SUBSURFACE UTILITY ENGINEERING



COMPANY / TITLE

CDS Muery / SUE Project Manager

YEARS OF EXPERIENCE

12 years

YEARS WITH THE FIRM

4 Years

EDUCATION

B.A. Communications/Spanish, Texas Tech University, 2010

PROFESSIONAL OVERVIEW:

Mr. Guevara has over 12 years of experience in the subsurface utility engineering / utility locating industry.

PROJECT EXPERIENCE:

AEP - Del Rio. SUE Manager, Del Rio, TX. Mr. Guevara was the SUE manager for the electric transmission structure construction for both QL-B and QL-A hydroexcavation of over 70 structure locations in anticipation of an upgraded transmission line upgrade.

Alamo Heights ISD High School Broadway. SUE Manager, San Antonio, TX. Mr. Guevara managed utility investigation efforts on Broadway as part of the Alamo Heights Bond project in anticipation of proposed utility relocations during construction.

AEP - Frontera 138kV Station. SUE Manager. As part of the design and engineering services on this project our SUE team was tasked to designate a portion of the property where existing utilities were in conflict with newly planned laydown yards and substation pad. Utilities were designated Quality Level B and later hydro excavated as part of the Quality Level A efforts. As a project manager, Mr. Guevara oversaw the field services portion of the project as well as the final deliverables.

Harlandale ISD - Schulze Elementary. SUE Manager, San Antonio, TX. Mr. Guevara managed project performing SUE services for an addition for a multi-use building.

AEP - Hamilton-Del Rio ROW. SUE Manager, Del Rio, TX. Survey support services for a 3.1-mile transmission line easement over 65 privately owned parcels. Boundary survey, easement exhibits, field survey support, Limited Title Certificates, TxDOT exemption sketches for permit support, and structure location calculations. SUE support services including hydrovac structure clearing for 25 structures.

Pedcor Creek Bend Apts. - Ph 1. SUE Manager, San Antonio, TX. As a small portion of this project, SUE was initiated in order to map out a SAWS force main sewer line in order for the engineering team to design 2 new private Force mains to parallel the existing one. Hydrovac services were utilized. As a Project Manager, Mr. Guevara oversaw the field portion of the project as well as the final deliverables.

DARRYL L. ZERCHER, RPLS

SURVEY LEAD



COMPANY / TITLE

CDS Muery / Survey Department Manager

YEARS OF EXPERIENCE

38 years

YEARS WITH THE FIRM

10 Years

LICENSE / CERTIFICATIONS

Registered Professionhal Land Surveyor, State of Texas #5609 (2002)

Registered Professional Engineer, State of Texas #57660 (1986)

TxDOT Precertified #24007 - 15.1.1; 15.2.1; 15.2.2; 15.3.5

Certified Flood Plain Manager, Texas #2408-13N

EDUCATION

New Mexico State University, 1998

University of Maine, 2000

PROFESSIONAL OVERVIEW:

Mr. Zercher has 38 years of experience in the surveying profession having worked on small and large municipal and governmental projects. His experience includes deed research, data reduction, stake out, interpretation and analysis of field data and preparation of final boundary, easements and topographic drawings. He interprets construction plans and prepares information for field crews for construction layout. Mr. Zercher is very familiar with GIS, GPS surveys, and has performed large agency information technology systems management (mobile, desktop, and server).

PROJECT EXPERIENCE:

City of San Antonio - Eisenhauer Road / Northwood-Devonshire Drive Area Phase I. Survey Project Manager, San Antonio, TX. This project is the implementation of the first phase of a master drainage plan improvement for the Eisenhauer Road / Northwood-Devonshire Drive Area, a segment of the upstream drainage area to Unnamed Tributary 2 to Salado Middle Creek. Mr. Zercher was the Survey Project Manager. He was responsible for topographic and boundary surveying, as well as easements.

Bexar County - Evans Road. Survey Project Manager, San Antonio, TX. Surveying for roadway reconstruction, drainage improvements and widening of existing facility. Services included performing a full topographic survey of the current Right-of-Way (ROW) width, collecting topographic survey outside of the ROW within the drainage areas. ROW services included producing property descriptions and parcel plats for acquisition purposes.

City of Kyle - Center Street Wastewater Line. Survey Project Manager, Kyle, TX. CDS Muery was sub-contracted by K Friese and Associates to provide professional surveying services. The project was slated to install a wastewater line along Center street beginning near Goforth Rd and proceeding southerly to FM 150 and then tying into another wastewater project at the City facility near Lehman Rd. The work consisted of locating the boundary of numerous properties along Center street and FM 150. From the resolved boundary, easements were created for the new line. To aid in the design of the line, a topographic survey was collected within the same project limits. The project control was established using GPS methods for horizontal values and digital level for the elevations.

SAWS - W-52 Sewer Relief Project. Survey Project Manager, San Antonio, TX. CDS Muery served as a sub-consultant for surveying services. Mr. Zercher managed the surveying for the boundary, topographic survey, utility locate coordination and proposed alignment staking. The tasks included boundary of the street ROWs, utility locates and topography within the portion of Culebra Creek in which the project was extending though.

BRIAN NIX, RPLS

SURVEY SUPPORT



COMPANY / TITLE

CDS Muery / Survey Project Manager

YEARS OF EXPERIENCE

19 years

YEARS WITH THE FIRM

11 Years

LICENSE / CERTIFICATIONS

Registered Professional Land Surveyor, Sate of Texas #6946 (2022)

TxDOT Precertified #34491 - 15.1.1; 15.2.1; 15.3.3; 15.3.5; 1.9.1

EDUCATION

B.S.C.E., University of Texas at San Antonio, 2005

PROFESSIONAL OVERVIEW:

Mr. Nix has 19 years of experience in the surveying profession having worked on small and large municipal, governmental, and state projects. His experience includes deed research, data reduction, stake out, interpretation and analysis of field data and preparation of TxDOT ROW maps, boundary survey plats, easements, and topographic drawings. He prepares information for field crews boundary recon and staking. Mr. Nix is familiar with TxDOT standards and procedures, GIS, GPS, and conventional surveys.

PROJECT EXPERIENCE:

Texas Department of Transportation - F.M. Highway 2826. Nueces County, TX. The project was a right-of-way topographic survey of approximately 9 miles of existing right-of-way. Mr. Nix was responsible for the oversight and management of the boundary recovery, the processing of the field data, and preparation of the topographic survey. The collection of the topographic data was performed with the using conventional survey methods to collect accurate elevation data.

TxDOT - FM 671 Bridge. Project Manager, TX. This project consisted of setting primary project control, right of way determination, new easement preparation, mobile LiDAR on roadway and topographic surveys within creek sections. Due to the safety concerns of the project, it was decided to use a combination of mobile LiDAR and conventional surveying to complete the topography task of the project. Mr. Nix managed the right of way determination and creation of the easements needed for construction of the bridge.

TxDOT - US 79. Project Surveyor, Williamson County, TX. The US 79 project was a ROW survey which covered 2.3 miles with 57 parcel acquisitions. Brian oversaw the establishment of the nine primary control points to TxDOT Level 2 specifications on the project and the boundary recovery along the existing ROW and the adjoining properties. He then prepared the ROW Map for US 79 and the GIS database while overseeing the creation of the Parcel documents for the proposed acquisitions.

TxDOT - RM 1826. Project Surveyor, Hays County, TX. The RM 1826 project was a Design survey which covered approximately one mile of roadway. Brian oversaw the establishment of the new control on the project and the collection of topographic data. Once all data had been collected from the field, Brian processed the data using Geopak to create the surface TIN file, 3D drawing and the 2D planimetrics drawing.

KATRIN LEONARD, PE

VICE PRESDENT, RIO GRANDE VALLEY OPPERATIONS



COMPANY / TITLE

Raba Kistner / Vice President

YEARS OF EXPERIENCE

27 years

YEARS WITH THE FIRM

25 Years

LICENSE / CERTIFICATIONS

Professional Engineer:

Texas No. 95810

EDUCATION

B.S., Civil Engineering

Carleton University, Ontario, 1999

PROFESSIONAL OVERVIEW:

Ms. Leonard is recognized for her commitment to meeting client objectives for prompt and practical facilities engineering solutions. As Vice President of Raba Kistner's Rio Grande Valley Operations, she has assumed progressive responsibility in management, administration, and coordination of geotechnical and facilities services throughout South Texas, the Texas/México border, and Northern México. Ms. Leonard earned her Bachelor of Science degree in Civil Engineering from Carleton University in Ontario, Canada. She is registered as a Professional Engineer by the State of Texas.

On a day-to-day basis, Ms. Leonard manages all activities throughout the region. Her project assignments address subsurface reconnaissance studies, soil investigations, residential observation, and foundation and pavement design recommendations. Her responsibilities include preparation, design and analysis, and review of plans, specifi cations, reports, and cost and quantity estimates for industrial, commercial, residential, and educational projects.

She has had the opportunity to excel at a diversity of signifi cant projects. Working as a team and on her own, she has experience in project management/administration of numerous educational and institutional health facilities, bank buildings, retail shopping centers, water and wastewater treatment plants for city and state Economically Distressed Area Programs, and transportation efforts, including airports, communication towers, and streets.

PROJECT EXPERIENCE:

Laguna Madre Water District - LMWD Sanitary Sewer Alignment. Construction Manager, Laguna Vista, TX. Ms. Leonard served as Project Manager for the proposed Laguna Madre Water District New Sanitary Sewer Alignments along Ebony Lane and Taylor Avenue in Laguna Vista, Texas. Raba Kistner performed a Geotechnical Engineering study, the purpose of this study was drill borings along the subject site, to perform lab testing on select samples to classify and characterize subsurface conditions, and to provide general information to assist others in the design of the proposed sanitary sewer line alignments.

City of Pharr – Proposed Raw Water Reservoir. Project Manager, Pharr, TX. Ms. Leonard served as Project Manager for the Geotechnical Engineering Study. The purpose of this study was to drill borings within the proposed water reservoir, to perform laboratory testing to classify and characterize subsurface conditions, to provide geotechnical information in order to assist others in the planning of the proposed water reservoir, and to perform slope stability,seepage analyses, and settlement potential determination.



Project Understanding & Experience

PROJECT UNDERSTANDING & EXPERIENCE

WATER & WASTEWATER UTILITY ENGINEERING

RELEVANT BACKGROUND EXPERIENCE

CDS Muery has provided water & wastewater utility engineering, analysis and design services to various municipalities and utility companies including:

- City of Uvalde (2009-Present) Some of the projects we have worked on include: CDBG grant projects in 2014 and 2020 to upgrade the City's water system, and the City's primary Lift Station Replacement project.
- San Antonio Water Systems (1989-Present) We have provided on-call services for contracts related to water and wastewater infrastructure for new, replacement, and rehabilitation projects as needed.
- City of Cibolo (2018-Present) CDS Muery works with the City to perform engineering and surveying services for street/roadway and drainage reconstruction and improvements.
- City of San Antonio (1989-Present) We have worked on CoSA projects for more than 25 years on street projects (design and construction management) for CoSA Public Works, including Callaghan Road, Houston Street - AT&T Parkway to IH 10, and Goliad Road - SE Military to 410 Access Road.
- Bexar County Public Works (1989-Present) CDS Muery managed the design of flood control improvement projects, providing operational improvements, additional capacity, necessary drainage, utility coordination and design, and pedestrian/bicycle amenities.

Utility Engineering Capabilities:

- Feasibility Studies
- Regulatory Permitting
- Trenchless Pipeline Rehabilitation Design
- Pipeline Replacement Design
- Pipeline Alternative Route Analysis
- Municipal Water Supply System Design
- Water Distribution Modeling & Management
- Water Storage Tank Design
- Transmission and Distribution Designs

QUALIFICATIONS

CDS Muery delivers **comprehensive water and wastewater utility engineering solutions**, providing expert analysis, design, and management for **municipal, industrial, and private sector infrastructure projects**. Our team specializes in the **planning, design, and rehabilitation of potable water systems, wastewater collection systems, pumping stations, and treatment facilities**, ensuring compliance with **state and federal regulatory standards** while optimizing system performance and sustainability.

Our **water utility engineering** expertise includes the **design and modeling of potable water distribution networks, transmission mains, pressure-reducing stations, and elevated and ground storage facilities.** We employ advanced **hydraulic modeling and system** analysis to optimize pressure zones, assess system capacities, and improve operational efficiency. CDS Muery also provides **water treatment facility design, pump station analysis, and SCADA system integration**, ensuring reliable water supply and distribution solutions for growing communities.

In **wastewater utility engineering**, our team excels in **gravity sewer and force main design, lift station planning, inflow and infiltration (I&I) studies, and sanitary sewer system evaluation surveys (SSES)**. We have extensive experience in the **rehabilitation and replacement of aging infrastructure**, incorporating trenchless technologies, pipe bursting, slip-lining, and cured-in-place pipe (CIPP) solutions to minimize community disruptions and extend asset lifespans.

HYDROLOGY & HYDAULICS ENGINEERING

RELEVANT BACKGROUND EXPERIENCE

As one of the on-call engineers for the City of Cibolo, CDS Muery works with the City to perform engineering and surveying services for street/roadway and drainage reconstruction and improvements. Most recently, we completed work on the roadway reconstruction of Bolton Road and Santa Clara Road adjacent to the $400 million AW Texas, Inc. plant. The new operational manufacturing plant has brought over 900 jobs to Cibolo.

We have provided City Engineer services to the City of Uvalde since 2003 and completed over 50 engineering and surveying projects, including street and drainage improvement projects, updated zoning maps, CDBG Water & Sewer System Improvements, CDBG Grant Support, and street resurfacing projects.

CDS Muery has provided engineering and surveying services to the City of San Antonio since 1989. We have worked on CoSA projects for more than 25 years on street projects (design and construction management) for CoSA Public Works, including Callaghan Road, Houston Street - AT&T Parkway to IH 10, and Goliad Road - SE Military to 410 Access Road.

We have completed major Bexar County street/drainage and flood control projects successfully. CDS Muery managed the design of flood control improvement projects, providing operational improvements, additional capacity, necessary drainage, and pedestrian/bicycle amenities. Some of the projects included Evans Road LWC (SC-2), Evans Road Phase I, Henze Road LWC (SA-47), Borgfeld Drive Phase II – Timberline to Blanco (FM 2696), and Highland Oaks Subdivision Streets.

QUALIFICATIONS

CDS Muery provides comprehensive H & H engineering services that deliver effective, resilient, and sustainable drainage solutions for municipal, state, and private sector projects. With over 37 years of experience, our team has successfully designed and implemented stormwater systems that mitigate flood risks, protect public infrastructure, and support long-term community growth.

Our stormwater engineering expertise includes the analysis, design, and rehabilitation of storm drain systems, detention and retention facilities, culverts, outfalls, and channel improvements. We perform detailed hydrologic and hydraulic modeling, using industry-standard tools such as HEC-HMS, HEC-RAS, SWMM, and 2D floodplain modeling to accurately assess runoff patterns, capacity needs, and floodplain impacts.

CDS Muery is highly experienced in developing master drainage plans, watershed studies, and localized flood mitigation strategies, supporting both new development and infrastructure upgrades. Our engineers are well-versed in municipal and TxDOT drainage criteria, FEMA floodplain management, and TCEQ water quality regulations, ensuring that all designs meet or exceed regulatory requirements.



SUBSURFACE UTILITY ENGINEERING

RELEVANT BACKGROUND EXPERIENCE

CDS Muery provides comprehensive Subsurface Utility Engineering (SUE) services to clients across Texas in both the public and private sectors. Our team has extensive experience supporting municipal utility districts, counties, state agencies, developers, and utility providers with projects of varying size and complexity. With every engagement, we focus on reducing risk, avoiding costly utility conflicts, and preventing construction delays through the precise identification and mapping of subsurface infrastructure.

Our SUE services are fully aligned with ASCE 38-22, the national standard for subsurface utility data collection and depiction. We apply this standard rigorously to deliver reliable, high-quality data at every level of utility investigation—ensuring our clients and their contractors have the confidence and information they need to move forward with design and construction.

Our portfolio includes SUE support for:

- Urban road reconstruction and widening projects for city and county governments.
- TxDOT schematic and PS&E phases in coordination with roadway and bridge design.
- Water and wastewater infrastructure upgrades for agencies such as SAWS and regional utilities.
- Private site development where accurate utility locating is required to obtain permits and mitigate risk.
- Airport expansion projects, including utility mapping in high-security or access-restricted environments.

QUALIFICATIONS

All SUE services provided by CDS Muery are performed in accordance with the practices and procedures outlined in CI/ASCE 38-22 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." This standard guides our work across four quality levels (QL-D to QL-A), ensuring that the level of utility information matches the level of decision-making needed at each stage of a project.

Our technical service offerings include:

- Records Research: Gathering utility information from owner records and historical plans.
- Visible Surface Features: Visual survey and mapping of utility structures and surface appurtenances.
- Designating: Electromagnetic and radar-based geophysical methods to identify utility locations.
- Test Holes: Vacuum excavation to physically expose and verify the depth and location of buried utilities.

Key strengths of our SUE team include:

- Rapid mobilization across Texas
- Integration of SUE with civil and utility design
- Experience with heavily congested utility corridors
- Familiarity with TxDOT, municipal, and utility provider requirements
- Detailed test-hole documentation and utility verification reporting

LAND SURVEYING

RELEVANT BACKGROUND EXPERIENCE

CDS Muery has worked with various municipal and public agencies on similar on-call surveying and engineering service contracts.

- City of Uvalde (2009-Present) We have completed over 50 engineering and surveying projects including yearly street, drainage improvement projects.
- San Antonio Water Systems (1989-Present) We have provided On-Call type services on engineering and surveying services contracts including Surveying Services; Unspecified Engineering Design Services - Governmental and Pipeline Engineering Services Contracts.
- City of San Antonio (1989-Present) CDS Muery worked on street projects (design and construction management) for CoSA Transportation and Capital Improvements Department.
- Texas Department of Transportation (1999-Present) CDS Muery has provided On-Call surveying contracts providing services all over Texas. We have worked in over 20 TxDOT districts, including San Antonio, Austin, Laredo, Corpus Christi, and Yoakum. Services include, but not limited to, parcel plats, legal descriptions, right-of-way maps, design and construction surveys, aerial mapping and horizontal and vertical control.

QUALIFICATIONS

CDS Muery provides comprehensive land surveying and geospatial services to support infrastructure development, transportation projects, and land development initiatives. Our survey team is highly skilled in delivering precise and reliable data for engineering design, right-of-way acquisition, construction layout, and geodetic control applications. We utilize state-of-the-art surveying technologies, including GPS/GNSS systems, 3D laser scanning, UAV-based aerial mapping, and hydrographic surveying, to ensure the highest levels of accuracy and efficiency.

Our expertise includes route surveying for roadways, transmission lines, pipelines, and fiber optic installations, ensuring seamless integration with engineering and utility coordination efforts. CDS Muery is proficient in boundary and cadastral surveying, ALTA/NSPS land title surveys, subdivision platting, and airport obstruction clearance surveys, providing essential data for land use planning and regulatory compliance.

To support complex infrastructure projects, we offer design and as-built surveys, GIS mapping and database integration, and precise leveling surveys. Our ability to develop detailed plan and profile base maps, ownership maps, and abstracting services ensures a streamlined approach to project planning and execution. Additionally, our hydrographic surveying capabilities allow for bathymetric assessments, floodplain analysis, and waterway infrastructure mapping.

Incorporating the latest advancements in 3D laser scanning and UAV (Unmanned Aerial Vehicle) technology, CDS Muery delivers high-resolution topographic surveys, asset management inventories, movement and deformation measurement surveys, and forensic investigation mapping. Our UAV services enhance traditional surveying methods, offering aerial LiDAR, photogrammetry, utility mapping, and real estate and land development support for large-scale projects.

PROJECT UNDERSTANDING & EXPERIENCE

GEOTECHNICAL ENGINEERING

RELEVANT BACKGROUND EXPERIENCE

With approximately 250 years of combined Geotechnical and Construction Materials Engineering and Testing experience, the Raba Kistner team is prepared to assist with all major tasks and sub-tasks listed in the RFQ . Our professional geotechnical and materials testing engineers are familiar with COSA regulations, procedures and reporting. Raba Kistner's Program Manager, Preston Parker, PE, PMP, has over 25 years experience in geotechnical and materials testing for construction projects. The Raba Kistner team has over 55 years of experience in geotechnical and materials testing for construction projects in San Antonio, and has certified technicians and an established in-house laboratory meeting the standards of the American Standard Testing Materials requirements.

QUALIFICATIONS

Knowledge of local construction costs and practices is critical to the development of detailed geotechnical and materials testing work scopes, particularly in instances where capital improvement or transportation projects are located within "Brownfield" or other properties exhibiting historical environmental impacts. Intimate knowledge of construction practices employed by earthwork contractors to install utilities, adjust surface grade, and/or install foundation systems for large structures is essential to the development of effective affected soils or water management strategies. In many cases, the ability to recommend minor adjustments to standard or routine design/ construction practices can have profound cost-savings implications on the project (e.g., raise floor slab elevations; reuse minimally-affected soils; case piers to prevent disposal of shallow groundwater; etc.). We have perfected this knowledge working on a variety of past projects including the SAISD Transportation Facility which was constructed over an area that hosted historical landfilling.

In addition to supporting many joint-bid construction projects hosted by the City of San Antonio, Raba Kistner has worked directly for both San Antonio Water System (SAWS) and CPS Energy in recent years and has established positive working relationships. We have provided the full range of services stipulated in the RFQ to these entities over the last 30 years with focus on environmental assessments in addition to geologic assessments, karst feature studies, waters of the US, and cultural resources investigations. We currently have a contract to provide on-call geophysical services to CPS Energy in support of their various linear and site development projects, which was brought to bear in support of the Camaron Road and Broadway Corridor improvements projects.

Our successful Geotechnical Engineering and Materials Testing business practice in all major Texas cities and close affiliations with design engineers throughout the State of Texas, Raba Kistner has a detailed knowledge and understanding of municipal design guidelines and understands the high standard of care that must apply to all bond and capital improvements projects. This experience has been leveraged on behalf of the City through our interactions with project designers for recent drainage projects constructed over closed municipal solid waste landfills including the Westover Valley and Salado Creek drainage improvement projects.

RABA KISTNER

a **kiwa** company



References

CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT

June 7, 2022

Re: Letter of Recommendation, CDS Muery

To Whom It May Concern:

As Assistant City Engineer, I have overseen the management of the City's Horizontal Bond Program Projects Division design for all horizontal, streets, sidewalks, drainage, and bridge projects. I have had the pleasure of personally working with CDS Muery (CDS) on many projects over the past 13 years. Based on that experience, I'm pleased to recommend CDS for professional engineering services. I believe CDS is a valuable professional partner for all the services they provide, including design and construction phase services.

CDS has provided a strong commitment to service and schedule to the City on many past projects. Most recently, they provided design and construction phase services for the Eisenhauer Road / Northwood - Devonshire Drive Area Phase I project that is currently in construction and will be completed in early Fall of 2022. This $9.4 million project entailed channel improvements to relieve flooding to affected areas during major storm events at street crossings. CDS staff has been extremely professional when conducting business. They work very well with stakeholders and the clients they represent. They are pragmatic in their thinking and sensible in their solutions.

The staff at CDS has been a pleasure to work with. They give multiple solutions to issues, as well as valuable recommendations. The projects they have delivered for the City typically are complex and require a high level of expertise.

It is with complete confidence I recommend CDS Muery as a Professional Engineering Firm. Please feel free to contact me at (210) 207-6342 if you have any questions regarding their services.

Sincerely,

David M. McBeth, P.E.
Assistant City Engineer
Public Works Department
City of San Antonio

P.O. Box 839966 • San Antonio, Texas 78283-3966

REFERENCES

CITY OF UVALDE
Uvalde Texas
P.O. BOX 799 • 78802-0799
(830) 278-3315
FAX: (830) 278-2234

July 27, 2022

TO WHOM IT MAY CONCERN:

The City of Uvalde has been associated with CDS Muery Engineers & Surveyors for the past 19 years. Over those years, they have helped us with the planning, design and bidding process of many projects within public works department including, but not limited to our street, water, wastewater, gas, landfill and parks departments.

CDS Muery is professionally staffed, committed, highly efficient and a full-service engineering firm that offers a variety of services to its clients. With us, they have proven to be timely, economical, and successful in their business processes - from initial project design, project management, to project completion. CDS Muery has been of great help in accomplishing our goals and leaving us with a finished product (infrastructure) that will serve our citizens for years to come.

It is for these reasons and other tangible resources that we highly recommend them for your current and future engineering needs. I am confident that you will share in my opinion should you choose to hire CDS Muery.

Please feel free to contact me at (830) 278-3315 ext. 145, should you need further information.

Respectfully,

Joe A. Cárdenas
Assistant City Manager
City of Uvalde

REFERENCES

CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT

June 6, 2022

RE: Letter of Recommendation, CDS Muery

To whom it may concern:

The City of San Antonio has worked with CDS Muery for over 30 years. I have personally worked with CDS Muery for 15 years. I am pleased to provide this letter of reference for CDS Muery in support of their qualifications for professional consulting services. I have managed several City of San Antonio projects with CDS Muery as the prime consultant.

Most recently, CDS Muery is completing construction on the Eisenhauer Road / Northwood - Devonshire Drive Area Phase I project. This is a $9.4 million project that entailed channel improvements to relieve flooding to affected areas during major storm events at street crossings. CDS Muery recommended drainage improvements that would satisfy the ultimate development condition in this 383-acre watershed. The project involved extensive coordination with our staff, utility agencies, and property owners. This project is scheduled to be completed on time, in early Fall of 2022, with the diligent help of the CDS Muery team.

My experience in working with CDS Muery on this project and past projects has been outstanding. The CDS Muery engineers has been extremely professional and committed to the project they are designing. From the start of the Eisenhauer Road project, CDS Muery has provided attention to detail and a genuine concern for the well-being of the project. They have provided the resources and expertise to successfully meet our request on every occasion. When challenges arose, they offered practical solutions and were always fair during changes and costs with the project. The CDS Muery staff has always made me feel as though we were both working together for the project's best result.

I will recommend and look forward to working with CDS Muery on future projects. Should you have any additional questions, feel free to call me at (210) 207-8037.

Sincerely,

Sean D. Strong, PE

Sean D. Strong, P.E.
Senior Engineer
Public Works Department

P.O. Box 839966 • San Antonio, Texas 78283-3966

CDS muery
ENGINEERS | SURVEYORS

Improving Quality of Life

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2024

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 Marsh & McLennan Agency LLC 2500 City West Blvd, Suite 2400 Houston TX 77042	**CONTACT NAME:** Christine Pace **PHONE (A/C, No, Ext):** 713-346-1046 **FAX (A/C, No):** **E-MAIL ADDRESS:** christine.pace@marshmma.com
INSURED HRPSOLUT HR&P SOLUTIONS INC. 9621 W SAM HOUSTON PKWY N STE 100 Houston TX 77064	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Texas Mutual Insurance Company / 22945 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2003860446 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		0001100653	10/1/2024	10/1/2025	X PER STATUTE X OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(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

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

Civil Design Services, Inc. dba CDS Muery is a Texas Professional Employer Organization, client of HR&P Solutions, Inc.
Waiver of Subrogation and 30 Day Notice of Cancellation are included per attached endorsement
HR&P Client: Civil Design Services Inc

CERTIFICATE HOLDER

Civil Design Services, Inc., dba CDS Muery - TX
100 NE Loop 410, STE 300
San Antonio TX 78216

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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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 Certificate Holder on Acord 25

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 10/01/2024 to 10/01/2025 at 12:01 A.M. standard time, forms a part of

Policy No. 0001100653 (TX) of the Texas Mutual Insurance Company

Issued to HR&P Solutions, Inc.

Endorsement No.

Premium $

Authorized Representative

WC420601 (ED. 1-94)

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B

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 (X) Specific Waiver — Per Certificate Holder on Acord 25
Name of person or organization

( ) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

2 Operations

3 Premium
The premium charge for this endorsement shall be **5 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 Subject to Final Audit

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 **at 12 01 a m** standard time, forms a part of

Policy no of Texas Mutual Insurance Company effective on Endorsement no

Issued to 0001100653 (TX)
H R & P SOLUTIONS INC

Premium change $0 00 This is not a bill

NCCI Carrier Code 29939

Authorized representative

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 11
Agent copy

Texas Professional Employer Organization (PEO) Endorsement

This endorsement provides coverage for your covered employees to the client shown in the Schedule below.

This endorsement applies only if attached to a policy issued in your name as the primary insured, and only with respect to your client's and your covered employees under a professional employer services agreement between you and your client shown in the Schedule below.

Certain words and phrases in this endorsement are defined as follows:

Client means any person who enters into a professional employer services agreement with a PEO.

Coemployment relationship means a contractual relationship between a client and a PEO that involves the sharing of employment responsibilities with, or allocation of employment responsibilities to, covered employees in accordance with the professional employer services agreement and Texas Labor Code, Chapter 91.

Professional Employer Organization (PEO) means a business entity that offers professional employer services.

Covered employee means an individual having a coemployment relationship with a PEO.

Direct employee means an individual who is employed by a PEO or a client and does not have a coemployment relationship with a PEO.

Professional Employer Services Agreement means a contract between a PEO and a client that includes details of the coemployment relationship.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) apply to your covered employees to the client shown in the Schedule below. Under Part One, we will reimburse you for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Under Part Two, the limits of our liability apply jointly to you and the client. Our duty is to provide a single defense for you and the client on a claim, proceeding, or suit for damages payable under this insurance.

The coverage afforded by this endorsement is not intended to satisfy the client's duty to secure its obligations under the workers compensation law for its direct employees.

If this policy is cancelled, we will send notice of such cancellation to you. You must notify each client by certified mail within three days of receipt of such notice.

Premium will be charged for covered employees of the client shown in the Schedule below. To satisfy your obligations under Part Five (Premium), C.2, you must maintain and furnish to us a complete payroll record by client for these covered employees.

Part Four (Your Duties If Injury Occurs) applies to you and to the client. The client will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 11
Agent copy

Schedule

Client name	FEIN	Client ID
CIVIL DESIGN	742620020	5101

Locations
00331
100 NE LOOP 410 STE 300
SAN ANTONIO, TX 78216-4714

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 7/1/23 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001100653 of Texas Mutual Insurance Company effective on 10/01/24-25 Endorsement no. 77

Issued to: H R & P SOLUTIONS INC

Jeanette Ward

Authorized representative

Premium change: This is not a bill

NCCI Carrier Code: 29939

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2024

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 Marsh & McLennan Agency LLC 711 Broadway Suite 500 San Antonio TX 78215	**CONTACT NAME:** Katie Loftin **PHONE (A/C, No, Ext):** 210-223-9171 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CIVILDESIG5 Civil Design Services Inc. dba CDS/ Muery 100 NE Loop 410 Ste 300 San Antonio TX 78216	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Employers Mutual Casualty Company 21415 **INSURER B :** The North River Insurance Company 21105 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 302489737 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			BBB8581	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6E67253	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			6J67253	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
B	Excess Liability			5228132391	10/1/2024	10/1/2025	$5,000,000	$5,000,000

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

General Liability Elite Extension - Texas - CG7578.2 (2-19)
Additional Insured required by contract
Primary and Nocontributory
Waiver of Subrogation

Commercial Auto Elite Extension CA7450 (2-22)
Blanket Additional Insured
Waiver of subrogation
See Attached...

CERTIFICATE HOLDER

Civil Design Services Inc dba CDS Muery
100 NE Loop 410, Ste 300
San Antonio TX 78216

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: CIVILDESIG5

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Civil Design Services Inc. dba CDS/ Muery 100 NE Loop 410 Ste 300 San Antonio TX 78216
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 policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with “Primary and NonContributory” wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language 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.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Following form Umbrella

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and

2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

Includes copyrighted material of ISO Properties, Inc. with its permission.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION – TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	**Deductible**
$5,000 Each Occurrence	$250 Per Claim
$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

(1) insureds;

(2) claims made or "suits" brought;

(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators.

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance.**

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E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III** – **Limits of Insurance.**

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. **Section II** – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

a. Currently in effect or becomes effective during the policy period; and

b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II** – **Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f);** or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land;

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or

2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence or willful misconduct of the additional insured or its agents, “employees” or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph **2.a. (1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your “employees” or “volunteer workers” with respect to “bodily injury” to a co-“employee” or other “volunteer worker”.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or “volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – **Who Is An Insured,** Paragraph **3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

(a) No Coverage; or

(b) $1,000; or

(c) $5,000; or

(d) A limit higher than $10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph **2.** is amended to add the following:

1. The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

2. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited ability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph **4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional 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 the additional insured.

However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an “insured”:

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional “insured” under your “auto” Policy to provide “bodily injury” or “property damage” coverage, but only with respects to liability arising out of the use of a covered “auto” you own, hire or borrow and resulting from the acts or omissions by you, any of your “employees” or agents. The insurance afforded to such additional “insured” will not be broader than that which you are required to provide for such additional “insured” and applies only to a written contract executed prior to the “bodily injury” or “property damage” and is still in force at the time of the “accident”.

2. With respect to the insurance afforded to the additional “insured” described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage:**

The most we will pay on behalf of the additional “insured” is the amount of insurance:

(1) Required by the written contract or agreement described above, or

(2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations;

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered “auto” you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

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(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, **Supplementary Payments (2)** and **(4)** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" that is a private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is $5,000, in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

(1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of $100,000, Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any “auto” that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered “auto” under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of $10,000 on the lease or loan for a covered “auto”, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy’s **Physical Damage Coverage**; and
2. Any:
   a. Overdue or any deferred lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to Personal Property Of Others in or on your covered “auto” in the event of a covered “auto” loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days

   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred; or
   b. $75 per day, subject to a $2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.

2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to $2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total “loss” to a covered “auto” you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered “auto”, minus any applicable deductible shown in the Declarations, at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph **2.** is replaced by the following:

2. Regardless of the number of covered “autos” damaged or stolen the maximum deductible applicable for all “loss” in any one event caused by:

a. Theft or Mischief or Vandalism; or

b. All Perils

c. Collision

Will be equal to two times the highest deductible applicable to any one covered “auto” on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered “autos” were damaged or stolen in the “loss”.

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered “autos”, no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered “auto(s)”.

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – **Physical Damage D. Deductible** is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any “loss” caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an “accident”, claim, “suit” or “loss” is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an “accident”, claim, “suit” or “loss”.

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

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".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lily Easterling
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: lily.easterling@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Civil Design Services, Inc.
dba CDS Muery
100 NE Loop 410, Ste. 300
San Antonio, TX 78216

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 INSR	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?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made & Rep			PAAEP0123305	04/01/2025	04/01/2026	$5,000,000 per claim $5,000,000 annl aggr.	

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

CERTIFICATE HOLDER

Civil Design Services, Inc. dba
CDS Muery
100 NE Loop 410, Ste. 300
San Antonio, TX 78216

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

James E. Zimmerman

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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: 7/29/2025

Company/Vendor Name: CDS Muery

Printed Name and Title: John E. Rothe Principal

Authorized Signatory: John E. Rothe

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Civil Design Services, Inc. DBA. CDS Muery
(Full, correct legal name)

- Address: 100 NE Loop 410, Ste. 300
  San Antonio, TX 78216
- Telephone/Fax: (210) 581-1111 Fax: (210) 581-5555
- Email address: John.rothe@cdsmuery.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? San Antonio, TX

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

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

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

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

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

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

   Name: Maria Molina
   Address: 100 NE Loop 410, Ste. 300 San Antonio, TX 78216
   Telephone: (210) 581-1111
   Fax: (210) 581-5555
   Email: Maria.molina@cdsmuery.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.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, John E. Rothe, the undersigned representative of

CDS Muery, (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:

John E. Rothe Principal

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

SENATE BILL 13 VERIFICATION

I, John E. Rothe, the undersigned representative of

CDS Muery, (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:

John E. Rothe Principal

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

SENATE BILL 19 VERIFICATION

I, John E. Rothe, the undersigned representative of

CDS Muery, (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:

John E. Rothe Principal

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

John E. Rothe, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of CDS Muery, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Principal

Subscribed and sworn to me this 29 day of July 20 25.

By:

EMILY OPPERMAN
Notary Public, State of Texas
Comm. Expires 01-24-2028
Notary ID 134728455

Notary Public

My commission expires 01/24/2028

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.**

CDS Muery

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

N/A

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

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

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

N/A

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

7

John E. Rothe		7/29/2025
Name of signatory	Signature	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.

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

[COLLIERS ENGINEERING & DESIGN] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Colliers Engineering & Design Response

CONTACT INFORMATION

Company:
Colliers Engineering & Design

Email:
michelle.rohrbough@collierseng.com

Contact:
Michelle Rohrbough

Address:
2020 N. Bus. Hwy 35
Aransas Pass, TX 78336

Phone:
N/A

Website:
https://colliersengineering.com/

Submission Date:
Jul 29, 2025 9:41 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

CED_City_of_Edinburg_RFQ_2025-004_Lift_Station_4.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

CED_EOC_General_Liability_25_26.PDF
CED_EOC_Professional_Liability_1M_25_26.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

CED_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

CED_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

CED_LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

CED_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...

CED_SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

CED_SENATE_BILL_19_VERIFICATION.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CED_CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CED_CIQ.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes









Statement of Qualifications

City of Edinburg

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

July 29, 2025 | RFQ No. 2025-004

Colliers Engineering & Design

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

Colliers Engineering & Design

July 29, 2025

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

RE: Request for Qualification No. 2025-004, Liftstation #4 and Sewer Line Upgrades (Engineering Services)

Dear Mr. Carmona and Selection Committee Members:

On behalf of Colliers Engineering & Design ("CED"), I am pleased to submit our Statement of Qualifications in response to the City of Edinburg's (the "City") Request for Qualifications (RFQ #2025-004) for engineering services related to Liftstation #4 and associated sewer line upgrades.

Colliers Engineering & Design brings a proven track record of delivering comprehensive engineering solutions for municipal infrastructure projects across Texas and beyond. Our team of licensed professionals offers deep expertise in sewer system planning, lift station design, construction management, and regulatory compliance. We understand the critical importance of this project to the City's west side and are committed to delivering innovative, cost-effective, and sustainable solutions that meet both current and future capacity needs.

The CED Advantage: With over 3,000 professionals nationwide and a comprehensive range of in-house resources, CED has extensive municipal experience, including successful delivery of similar lift station and sewer line projects for cities across Texas. 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 wastewater engineering, pump station design, hydraulic modeling, environmental permitting, land surveying, geotechnical investigation, and construction administration. Additionally, we can offer specialized services like SCADA integration, value engineering, and regulatory coordination, which are often crucial for wastewater infrastructure projects. CED has a proven ability to meet tight schedules and regulatory deadlines, with a strong emphasis on communication and collaboration. Our familiarity with TCEQ regulations and the City of Edinburg's design standards will ensure a smooth review and approval process.

Introduction of Proposed Project Manager: Leading our team is the proposed Project Manager, Guillermo Benavides, PE, ENV SP. Mr. Benavides brings extensive experience in wastewater infrastructure improvements, including his recent work on a lift station project completed in accordance with TCEQ regulations as part of the Fort Bend County Old Needville-Fairchilds Road Reconstruction effort. He also served as Project Manager for the City of La Joya's Lift Station project in La Joya, Texas, further demonstrating his proven ability to successfully manage and deliver complex municipal wastewater projects.

We are enthusiastic about the opportunity to partner with the City of Edinburg on this important infrastructure initiative. We are confident that our experience, technical capabilities, and commitment to excellence make us a strong candidate for this project. 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

References

City of Weslaco

255 S. Kansas Ave, Weslaco, TX 78596

Peter Hermida, City Engineer | phermida@weslacotx.gov |
Phone 956 968 3181 | Services Provided: Traffic Engineering, Roadway Design, Drainage Design, Environmental Services

City of Clear Lake Shores

1006 S. Shore Dr., Clear Lake Shores, TX 77565

Michael Kramm, City Administrator | mkramm@clearlakeshores-tx.gov
Phone 281 595 1894 | Services Provided: Municipal Engineering

City of Texas City

1801 9th Ave N., Texas City, TX 77590

Kristin Edwards, EDC Director | kedwards@texascitytx.gov |
Phone 409 643 5919 | Services Provided: Traffic Engineering, Roadway Design, Drainage Design, Structural Design, Environmental Services

City of Cibolo

108 Cibolo Dr., Cibolo, TX 78108

Julio Gomez, CIP Manager | jgomez@cibolotx.gov
Phone 210 619 0064 | Services Provided: Municipal Engineering

City of Shavano Park

900 Saddletree Ct., Shavano Park, TX 78231

Bill Hill, City Manager | citymanager@shavanopark.org
Phone 210 493 3478 | Services Provided: Municipal Engineering



Section 2

Qualification of Team

Project Professionals

Colliers Engineering & Design maintains comprehensive in-house capabilities, including specialized municipal engineers, available to deliver all required services for the City of Edinburg. While our team possesses the full range of expertise needed, we maintain strategic partnerships with local Minority and Women-Owned Business Enterprise (MWBE) firms should specialized support be required. This approach ensures both service continuity and the ability to seamlessly scale our resources in alignment with project requirements.

The CED team includes RRP Consulting Engineering, LLC (RRP) to support the lift station engineering services. With an unwavering commitment to innovation, sustainability, and community enhancement, RRP specializes in delivering comprehensive engineering services that bridge the realms of water resource management and infrastructure.



Chris Otto, PE, CFM
Principal in Charge



Guillermo Benavides, PE, ENV SP
Project Manager

Municipal Engineering

Carlos Fuentes, PE
Project Engineer

Stanford Nguyen, PE
Project Engineer - Utility Coordintation

Diana Hernandez Videa, PE
Project Engineer - PS&E

Chase Jinks, EIT
Project Engineer - Sewer

Support Services

Mustafa Dolan, RPLS
Project Surveyor

Abanop Henian
Project SUE Lead

Justin Agar, PE
Geotechnical Engineering

Logan Smart
Environmental Lead

Kyle Gregory
Construction Coordinator

RRP Consulting Engineers

Daniel Christodoss, PhD, PE
Lift Station Lead

Jose A. Constante
Construction Manager



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.

City of La Joya Lift Station

La Joya, TX

Served as Project Manager overseeing the planning, coordination, and execution of the lift station project. Responsibilities included managing communication between the City, Contractor, and Funding Agency; leading progress meetings; monitoring construction activities; and ensuring alignment with project goals, schedule, and funding requirements. Mr. Benavides provided overall leadership to support the project's successful delivery from design through construction.

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

BS, Civil Engineering, New Jersey Institute of Technology

Professional Registrations

Professional Engineer (PE), Texas: No. 151041

Certified Municipal Engineer, New Jersey: No. 24GE04900400

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.



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.

Education

BS, Civil Engineering, Texas A&M University

Professional Registrations

Professional Engineer (PE), Texas: No. 135127

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 – Sewer | 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)

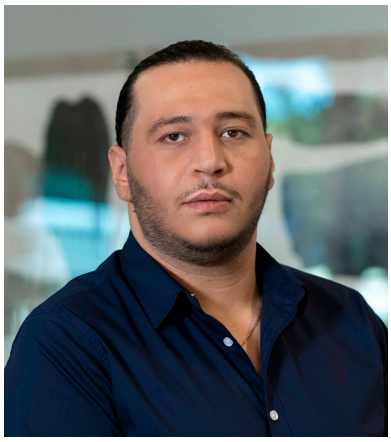
Sugarland, TX

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.

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.



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, 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

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 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

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

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

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.

Manville's Water Storage Tank Facilities

New Sweden and Blue, TX

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.

Texas State Soil and Water Conservation Board (TSSWCB) Dam Upgrades CPS

Various Locations, TX

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.



Logan Smart

Environmental Lead | Support Services

Mr. Smart has 14 years' experience in the environmental consulting industry in a wide range of subjects with a strong background in botany, ecology, and natural resource management, he specializes in habitat assessment, wetland science, data management, and Clean Water Act compliance.

As a professional in environmental sciences, Mr. Smart has leveraged a wide variety of surveys, planning, and permitting exercises into client contacts centered around the Gulf Coast market and project experiences throughout the eastern portion of the country. As a team lead, Mr. Smart has developed processes for report creation, data collection, and staff management that have been successfully implemented and led to team growth and mentorship opportunities.

Education

BS, Biology with emphasis on Botany, Stephen F. Austin State University

Professional Certifications

TPWD Scientific Research Permit No. SPR-0517-134

2019 – FERC Filing and Compliance Training

Certified Wetland Delineator, 2011

Affiliations & Memberships

Society of Wetland Scientists

Texas Association of Environmental Professionals

Pipeliners Association of Houston

Gas Processors Association

Key Projects

Grand Prix Pipeline Project

Targa Resources, LLC, TX

The project involved natural resources surveying and permitting services in support of Section 404 CWA authorizations for approximately 750 miles of pipeline within the Albuquerque, Fort Worth, and Galveston USACE Districts. The project required species specific surveys for four federally listed protect species.

AB42 Pipeline Project

WhiteWater Midstream, TX

The project involved natural resources surveying and permitting services in support of Section 404 CWA, Section 106 NHPA, Section 7 ESA, TCEQ and TxRRC authorizations associated approximately 64 miles of pipeline within the USACE Albuquerque District.

Evangeline 16-inch Replacement Project

Boardwalk Pipeline Partners, LLC, Orange County, TX

To accommodate the deepening and widening of the Neches River Navigation Channel, multiple pipelines within the Federal Channel had to be removed and replaced at a deeper depth. The project involved natural and cultural resource survey, Section 404, Section 10, and Section 408 permitting through the USACE Galveston District.

Line D, Line Y and Line Y/VLS

ATMOS Energy, Anderson, Henderson, Van Zandt, and Kaufman Counties, TX

Mr. Smart served as a field crew lead for an environmental survey of 81 miles of pipeline corridor. He was responsible for wetland

delineation, MBTA, and protected species surveys. During the field efforts Mr. Smart was responsible for ensuring daily safety protocols were completed. Mr. Smart worked remotely with office GIS personnel to produce daily and weekly reports summarizing the survey results for ATMOS project managers. After completion of field surveys, Mr. Smart worked with BGE personnel in both the Houston and Frisco offices to produce wetlands, protected species, cultural resource reports and GIS exhibits as critical elements of the NWP 12 PCN submittal to the USACE Fort Worth District.

Line X Replacement Project

Atmos Energy, TX

The project involved both natural and cultural resources surveying and permitting services in support of Section 404 CWA authorizations for the replacement of three approximately 60-mile sections of existing natural gas pipeline. Presence of known and newly discovered cultural resource sites provided routing and permitting challenges, as part of an integrated survey, land services, and environmental team Mr. Smart was integral in routing and risk analysis.

FERC Blanket Auto Program Support

Boardwalk Pipeline Partners, LP, Texas, Louisiana, Arkansas, Mississippi, Kentucky, Tennessee, Indiana, and Illinois

Mr. Smart has received multiple authorization including, but not limited to, Section 404 CWQ, Section10 RHA, Section 14 RHA, Section 7 ESA, Section 106 NHPA, state stormwater, and waste water programs for various projects across the United States in support of FERC Section 157 and 255 projects. Working closely with Boardwalk personnel Mr. Smart assisted in project planning, regulatory review, and scheduling to insure project timelines were met and/or adjusted to achieve project goals.

Cypress AC Mitigation at MP 77

KinderMorgan, Jefferson County, TX

The project involved the installation of AC current mitigation along a pipeline crossing the Sabine River requiring section 408 authorization (navigational/ Sabine River) and section 404 authorization under Nationwide Permit 12 through the USACE Galveston District.

Environmental Survey, Gulfstream MSP Pipeline

DOW Chemical, Brazoria, Galveston, Harris, Chambers, Jefferson, and Orange Counties, TX and Calcasieu Parish, LA

Mr. Smart performed a habitat assessment, wetland delineation, and oyster reef delineation on a 140-mile pipeline from SDO in Freeport, Texas to Vinton, Louisiana. The line crossed the Houston Ship Channel; oyster reef delineation, plant community mapping, soil types, and hydrological regimes were assessed.

6.9-Mile BTA ETG Gathering LLC 16-Inch Stego to Sarge Pipeline Project, Enterprise Products Operating LLC

Nacogdoches and Angelina Counties, TX

The project included a crossing of Lake Sam Rayburn, under the jurisdiction of the USACE, Fort Worth District Real Estate Division. Coordination with several District offices including the local and regional offices, and the Texas Historical Commission was required for project authorizations under Nationwide Permit 12 and Section 408.



Education
AAS, Applied Arts

Kyle Gregory

Construction Coordinator | Support Services

As a dedicated and results-oriented Project Services Specialist within the Civil/Site department at our esteemed engineering firm, Kyle Gregory brings a wealth of expertise and passion for delivering exceptional project outcomes. With a keen eye for detail and a commitment to efficiency, Kyle excels in coordinating and facilitating the various aspects of project management, ensuring seamless execution from conception to completion. His strong communication skills and collaborative approach foster productive relationships with clients, stakeholders, and team members alike, driving projects towards success while upholding the highest standards of quality and professionalism. Kyle's adeptness in navigating complex project requirements and his proactive problem-solving abilities make him an invaluable asset to our team, consistently exceeding expectations and delivering excellence in every endeavor.

Key Projects - Commercial and Residential Developments

- Trumbo Road - Preliminary Engineering, San Antonio, TX
- Abiso Boerne Phase II, Boerne, TX
- Cool Springs Williamson County, Liberty Hill, TX
- Elizondo Subdivision Unit 1 (143 Lots), San Antonio, TX
- Flora Meadows Master Development Plan, Unit 1 (167 Lots), San Antonio, TX
- Kallison Ranch Phase 3 Unit 12B (109 Lots), San Antonio, TX
- Medina Base Subdivision, San Antonio, TX
- Morgan Heights Phase 1B Unit 2 (104 Lots), San Antonio, TX
- Ridgeland Subdivision (130 Lots), Kerrville, TX
- Silos Unit 9B Subdivision (107 Lots), San Antonio, TX
- South Callaghan Industrial Phase I - Design, San Antonio, TX
- Vida Zocalo Road Design - University Drive, San Antonio, TX

Additional Projects

- Tract at Ranchland & I-10 Entitlements, Boerne, TX
- LA Fitness Braun Road - Civil Design, San Antonio, TX
- Aston Park Subdivision (242 Lots), San Antonio, TX
- BASIS Cedar Park, Cedar Park, TX
- Crescent Hills Phase 308 Lots, San Antonio, TX
- Everest Rehabilitation, San Antonio, TX
- Greensfield Subdivision (140 Lots), San Antonio, TX
- Hunters Ridge Phase 2 (225 Lots), San Antonio, TX
- Kallison Ranch Phase 1 Unit 13D (82 Lots), Phase 3 Unit 13A & 13B (122 Lots), Phase 3 Unit 14A (63 Lots), Phase 3 Unit 14B (70 Lots), Phase 2 Road G, Phase 3 Road H, San Antonio, TX
- Lone Oak Subdivision Unit 2, San Antonio, TX



DANIEL CHRISTODOSS, PhD, PE

PROJECT MANAGER

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

DEPUTY PROJECT MANAGER

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

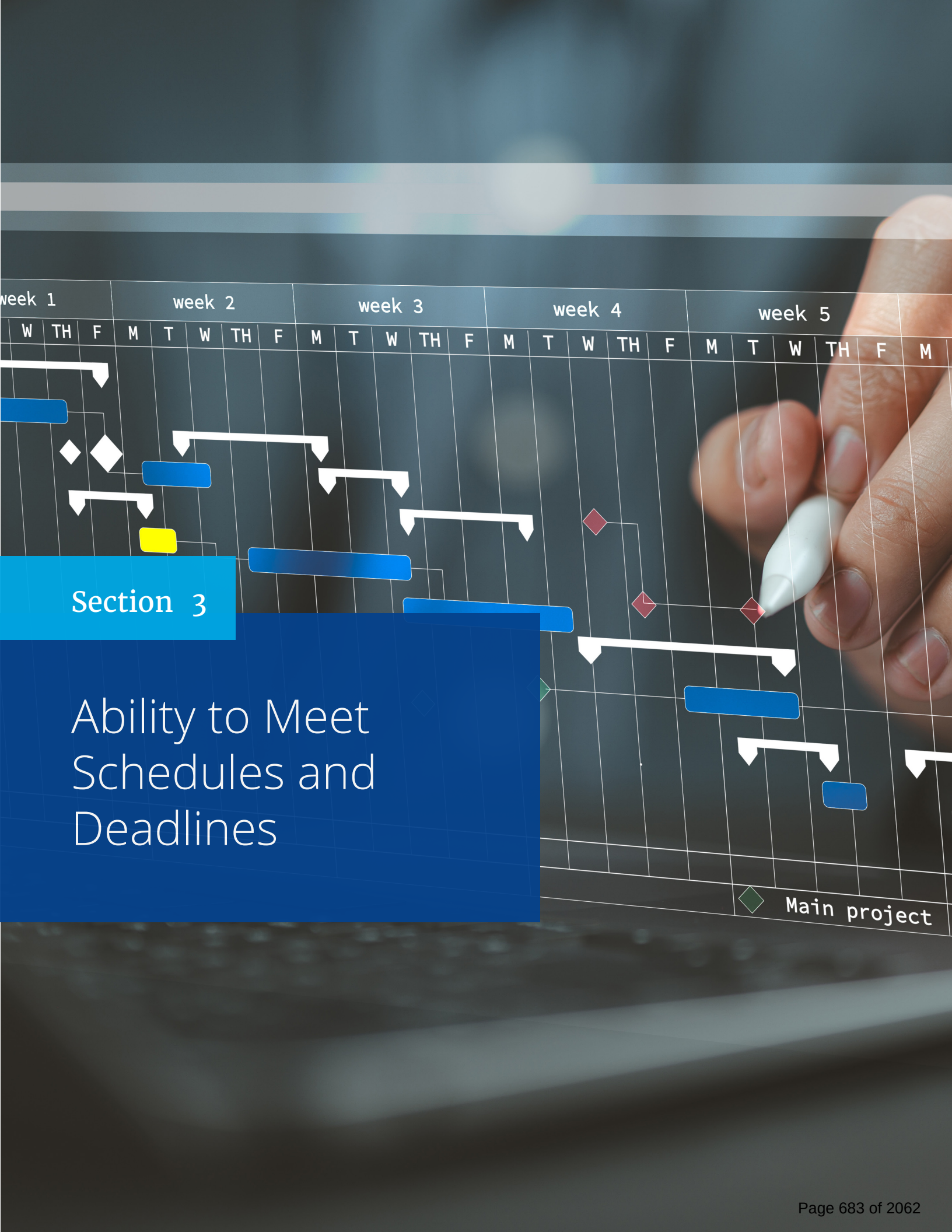
- BBA, Civil Engineering, Universidad Autonoma de Nuevo Leon, Monterrey, N.L. Mexico

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)



Section 3

Ability to Meet Schedules and Deadlines

Ability to Meet Schedules and Deadlines

Colliers Engineering & Design understands that the Liftstation #4 and Sewer Line Upgrades project is a critical investment in Edinburg's future. Our understanding is not based on a remote analysis, but is informed by our team's direct, hands-on experience designing and managing complex wastewater projects throughout the Rio Grande Valley. We have deliberately structured our team to combine the specialized local expertise of our McAllen-based partners, RRP Consulting Engineers, with the comprehensive resources of our national firm. This ensures the City of Edinburg receives a solution that is not only technically excellent but is also practical, constructible, and tailored to the unique environment of the RGV.

We recognize this project as a key component of the City's multi-phase wastewater system improvement program, strategically funded by a $30 million Texas Water Development Board (TWDB) loan. Our team is intimately familiar with the complexities of such funding and the importance of this project to a service area that includes the rapidly expanding University of Texas Rio Grande Valley (UTRGV). The existing Lift Station #4, near N. Sugar Road and Fordyce Avenue (FM 493), is a lynchpin in the city's collection system. Our approach to its upgrade is directly modeled on our successful delivery of similar critical infrastructure for municipalities like the City of Weslaco and the City of La Joya.



Project Objectives

Our approach is guided by a clear and comprehensive set of objectives designed to ensure a successful outcome for the City of Edinburg. The primary technical objective is to design a modern, efficient, and reliable lift station to replace the existing Lift Station #4, carefully sized to accommodate both current flows and projected future growth within its service basin. This will be complemented by a thorough hydraulic analysis and the subsequent design of associated sewer line upgrades, including gravity mains and force mains, to optimize conveyance and relieve capacity constraints in the collection system. Throughout this process, our team will ensure strict adherence to all Texas Commission on Environmental Quality (TCEQ) Chapter 217 design criteria, as well as the documentation and reporting requirements stipulated by the Texas Water Development Board (TWDB).

Furthermore, a core objective is to deliver a highly constructible project. This involves prioritizing public and construction personnel safety, minimizing disruption to traffic and nearby stakeholders like UTRGV, and developing a detailed bypass pumping and construction sequencing plan to maintain uninterrupted wastewater service. We will translate this thoughtful design into a comprehensive set of bid-ready construction documents—including plans, technical specifications, and a detailed opinion of probable construction cost—to enable the City to procure a qualified contractor at a competitive price. Finally, our commitment extends through the project's completion, as we will provide proactive construction administration services to ensure the built facility matches the design intent and is delivered on schedule and within budget.



Anticipated Challenges and Opportunities

A proactive approach to project delivery involves identifying potential challenges early and applying proven solutions. Our experience on similar sewer-related projects in the RGV and across Texas gives us unique insight into this project.

We recognize that maintaining uninterrupted wastewater service is the project's foremost operational challenge, as the existing Lift Station #4 is a live facility. Our proven solution involves designing a meticulously detailed bypass pumping and construction sequencing plan. This strategy is not theoretical; it is based on the direct, hands-on experience of our McAllen-based Construction Manager, Jose A. Constante, who has successfully managed numerous live cutovers for multiple lift station projects for the City of La Joya.

Furthermore, the project's location in a dense, high-traffic area adjacent to major thoroughfares like N. Sugar Road and near the UTRGV campus presents a significant stakeholder coordination challenge. Our approach leverages our local presence for real-time, on-the-ground coordination, led by Mr. Constante.

To prevent costly and disruptive utility conflicts during construction, our in-house Subsurface Utility Engineering (SUE) team, led by Abanop Henian, will accurately map existing utilities early in the design phase. This is a critical risk mitigation step we have successfully applied on complex urban projects like the Medio Creek Sewer Extension in San Antonio.

Additionally, we understand the technical complexities of integrating new infrastructure with the City's existing collection system. To ensure seamless performance, our team will perform detailed hydraulic modeling to simulate the effects of the proposed upgrades, an analytical approach we used to great effect on the Venado Lift Station project for the City of Cibolo. Similarly, we will address the challenging geotechnical conditions of the Rio Grande Valley. We will leverage the City-provided geotechnical report, which our expert, Justin Agar, PE, will analyze through the lens of our team's deep familiarity with local soil conditions. This allows us to engineer a robust, cost-effective, and site-specific foundation design for the lift station's deep wet well, ensuring long-term structural integrity.



Project Team Roles and Responsibilities

CED has assembled a project team specifically for the City of Edinburg. Our structure is our strategy: provide the City with the "best of both worlds" by delivering the vast resources of a national firm through a management team whose expertise is centered in the Rio Grande Valley.

The City will benefit from a streamlined communication structure. Guillermo Benavides, PE, ENV SP, will serve as your Project Manager and single point of contact. His role is to leverage the expertise of our technical leads and ensure the project is delivered on scope, schedule, and budget. He will work in constant coordination with our RGV leadership.



Key Personnel Roles:

- Principal-in-Charge (Chris Otto, PE, CFM): Mr. Otto provides executive oversight and ensures our firm's rigorous Quality Assurance/Quality Control (QA/QC) process is implemented, a process that has been successful on numerous similar wastewater projects, including the New Sulphur Springs Lift Stations.
- Lift Station Lead (Daniel Christodoss, PhD, PE): Dr. Christodoss, from our partner RRP Consulting Engineers, is a recognized expert in the field and will lead the technical design of the lift station. His direct experience as the lead for a 20-mile long 30-inch force main and lift station design provides invaluable, directly relevant expertise.
- Construction & Local Project Coordinator (Jose A. Constante): Mr. Constante of RRP, based in McAllen, TX, is our dedicated local liaison and the cornerstone of our on-the-ground presence. His 35+ years of experience are almost exclusively focused on RGV-area projects. His unparalleled insight into local construction practices, materials, and stakeholder coordination, honed while designing and managing multiple lift station projects for the City of La Joya, will be instrumental to this project's success.
- Project Engineer - Sewer (Houston Municipal Team): Our Houston Municipal Department will be responsible for the technical design of the gravity sewer lines and force main, bringing their collective specialized experience from projects like the HCMUD 149-WWTP Expansion into the preparation of plans and bid documents.

Anticipated Project Schedule

CED is committed to meeting the City's critical deadlines, including those established by the TWDB funding agreement, which targets a construction completion date of September 30, 2026. Our approach is to develop a detailed critical path method (CPM) schedule based on our experience with dozens of similar projects.

Commitment to On-Time Delivery of Projects

Colliers Engineering & Design's entire project management philosophy is built on delivering quality projects on time and within budget. Our ability to meet the City of Edinburg's schedule is a core competency proven on wastewater projects throughout the Rio Grande Valley.

Project Phase	Major Tasks	Estimated Duration
Phase I: Preliminary Design	Project Kick-Off Meeting, Data Collection & Review (including City's Geotech Report), Topographic and Boundary Survey, SUE Quality Level B Investigation, Hydraulic Modeling, Development of Design Alternatives.	10 - 12 weeks
Phase II: Final Design (to 60%)	Selection of Preferred Alternative, Preparation of 30% Design Documents, City Review & Comment Period, Preparation of 60% Design Documents (Plans, Specifications, & Estimate).	12 - 14 weeks
Phase III: Final Design & Permitting (to 100%)	City Review of 60% Submittal, Preparation of 90% and 100% Construction Documents, Submission of Environmental and Regulatory Permit Applications (TCEQ, etc.), Coordination with TWDB for review and approval.	14 - 16 weeks
Phase IV: Bidding & Award	Assist City with Advertisement for Bids, Conduct Pre-Bid Conference, Respond to Bidder Questions and Issue Addenda, Review Bids and Provide Recommendation of Award.	6 - 8 weeks
Phase V: Construction Phase Services	Conduct Pre-Construction Conference, Review Contractor Submittals and Pay Applications, Respond to RFIs, Provide On-Site Observation (led by Jose Constante), and Project Closeout Services (As-Builts, etc.).	Aligned with Construction (Anticipated 18-24 months)

Table 1. History of Performing Work in Specified Schedule

Project Name	Design Start	Design Finish	Construction Start	Construction Finish	On Schedule
CR 381 - Yancey	10/1/2022	3/1/2024	4/4/24	8/23/24	Yes
Shavano Park - NW Military Highway Relocation	3/20/2020	6/9/2022	5/1/21	6/1/22	Yes
Gallagher 564-Acre Tract 16" & 24" Water Extension	5/24/21	10/20/22	12/19/22	1/12/24	Yes
New Sulphur Springs Gravity Main	2/1/22	1/20/23	10/27/23	2/13/25	Yes
New Sulphur Springs Force Main	2/1/22	9/15/2023	4/26/23	12/18/24	Yes

Commitment to On-Time Delivery of Projects

Colliers Engineering & Design's entire project management philosophy is built on delivering quality projects on time and within budget. Our ability to meet the City of Edinburg's schedule is a core competency proven on wastewater projects throughout the Rio Grande Valley (RGV).

Dedicated Local Team

Our team structure is our greatest asset for ensuring schedule compliance. With our Construction Manager, Jose A. Constante, located in McAllen, we guarantee rapid response times for site visits, issue resolution, and in-person meetings with City staff, contractors, and other RGV stakeholders. This local presence eliminates the delays inherent for firms located outside the Valley and ensures our team is fully integrated with the local project environment. This is the same successful model we have used on other RGV projects, including our work for the City of Weslaco.

Track Record on Similar Sewer Lift Station Projects

We proactively identify and mitigate schedule risks by applying lessons learned from past successes. Our proven ability to deliver is demonstrated by our successful completion of projects directly comparable to Edinburg's:

- City of La Joya Lift Stations No. 2, 3, 6, & 8: Direct RGV experience in designing and managing the construction of multiple municipal lift stations.
- Venado Lift Station, City of Cibolo: A complex project involving a new lift station, force main, and gravity main design that required extensive route analysis and coordination.
- New Sulphur Springs Lift Stations, San Antonio: A high-capacity 5,000 EDU lift station project with extensive gravity sewer extensions, demonstrating our capability on large-scale wastewater infrastructure.

This direct, relevant experience ensures that we do not have a learning curve on this project. We are ready to begin work on day one, applying our proven processes to deliver a successful project for the City of Edinburg, on time and within budget

Ability to Meet Project Schedules

Colliers Engineering & Design (CED) recognizes that the schedule for the Lift station #4 and Sewer Line Upgrades is intrinsically linked to and driven by the City's critical growth needs and the milestone-driven schedule of the Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) program. Our project management approach is specifically designed to meet and exceed the rigorous demands of such a time-sensitive, agency-funded project. We are committed to a proactive, not reactive, scheduling philosophy.

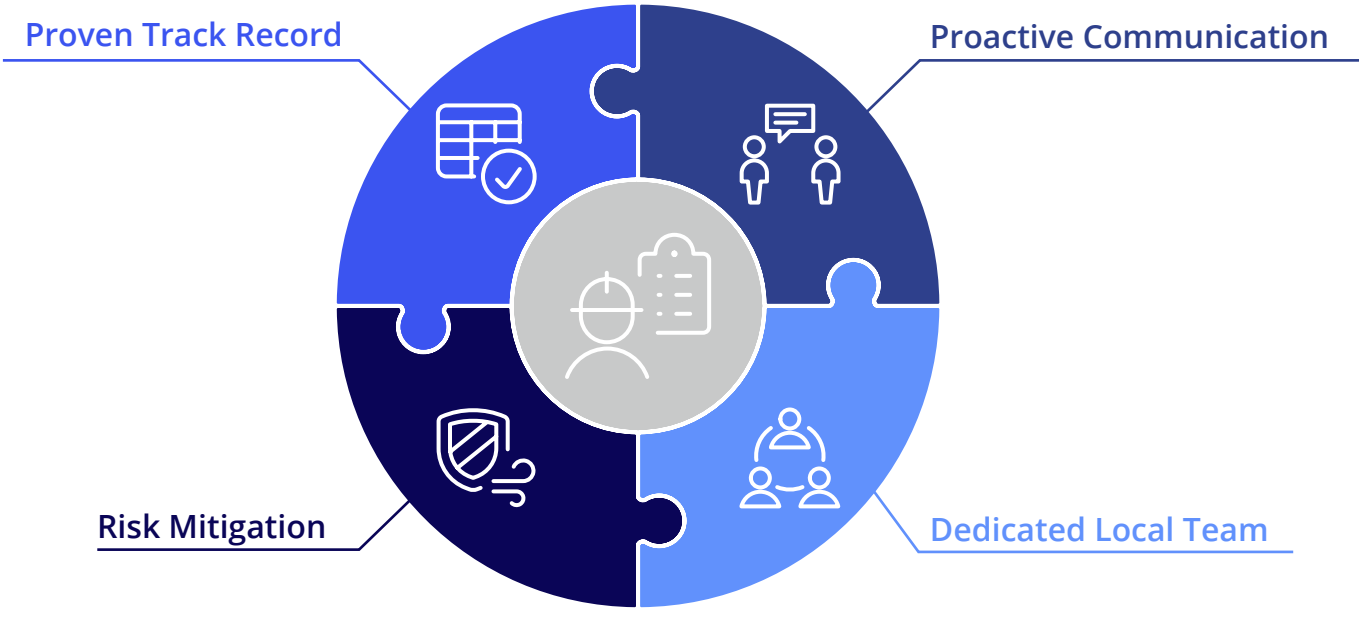
Upon receiving the Notice to Proceed, our Project Manager will develop a comprehensive and detailed project schedule using industry-standard software such as Microsoft Project. This schedule will not only outline all design, permitting, and bidding phase tasks but will also integrate key milestones from the TWDB's funding agreement, including the targeted construction completion date of September 30, 2026. 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 the City of Edinburg's Utilities Department and the TWDB project team. We will be an active participant in all required progress meetings to ensure our design and construction support efforts are perfectly synchronized with project milestones.
- Risk Mitigation: We proactively identify potential schedule risks—such as long lead times for agency reviews (TCEQ, TWDB), 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.

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 alignment with the City's capital plan and TWDB requirements, and ensuring the new wastewater infrastructure is in place when needed.





Section 4

Previous Experience with City and Similar Sewer Related Projects



Project Details

Client
City of Weslaco

Completion Date
Ongoing

Construction Costs
Ongoing

Services
Engineering, Civil Engineering, Roadway/Drainage Engineering, Utiltity Coordination, SUE, PS&E, Design, Environmental Services, Transportation Planning

Intersection of Votech Drive and Pike Blvd

Weslaco, TX

The intersection of Votech Drive and Pike Boulevard in Weslaco, Texas, has emerged as a critical traffic bottleneck due to the rapid expansion of the Mid Valley Industrial Park, ongoing operations at the Mid Valley Airport, and increased activity from Hidalgo County Precinct offices and other surrounding developments. The current all-way stop configuration is insufficient to manage the growing traffic volumes and associated safety concerns.

To address these challenges, the City of Weslaco has partnered with Colliers Engineering & Design to develop a comprehensive traffic engineering solution. CED will design a modern, roundabout that enhances traffic flow, improves safety, and accommodates both current and future transportation demands of the community.

Leveraging our expertise in traffic engineering and commitment to innovative design, CED aims to deliver a solution that aligns with the City's vision and addresses the specific concerns of residents and stakeholders in the area.



Project Details

Client
Lennar

Completion Date
February 2025

Construction Costs
$20M

Services
Survey/Geospatial, Water/Wastewater Engineering, Civil Engineering, Wastewater Engineering, Civil/Site Design

New Sulphur Springs Lift Stations

San Antonio, TX

This ambitious wastewater infrastructure project revolves around a high-capacity 5,000 EDU lift station, seamlessly integrating with a newly constructed 24-inch and 18-inch sewer extension. The design encompasses an intricate network of gravity sewers, including 1,880 linear feet of 36-inch, 2,765 linear feet of 30-inch, and 3,250 linear feet of 15-inch pipelines. This comprehensive system culminates by connecting to an existing 36-inch San Antonio Water System (SAWS) sewer line, significantly enhancing the area's wastewater management capabilities.

Engineered to serve two subdivisions, the project adheres strictly to SAWS bidding requirements, ensuring public transparency and competitive procurement. A notable aspect of this development involves easement acquisition, with SAWS offering partial reimbursement to the developer for associated costs. This strategic approach not only improves local infrastructure but also demonstrates a collaborative effort between private developers and municipal utilities.



Project Details

Client
City of Cibolo

Completion Date
2019

Construction Costs
$3,600,000

Services
Survey/Geospatial, Geotechnical Investigations, Project Coordination, Topographic Survey, Project Management (OPM), Civil/Site, Flood Control/Drainage, Tree Survey, Metes & Bounds Descriptions, As-Built Drawings, Construction Phase Services

Venado Lift Station

Cibolo, TX

Colliers Engineering & Design coordinated design requirements from the City of Cibolo and created a preliminary engineering report with detailed parameters for the lift station at FM-78. We provided route studies that determined the most cost-effective alignment for the force main, which diverts effluent from the proposed lift station to the existing Town Creek Lift Station (near City Hall). The design circumvented an existing railroad crossing and included 24" and 30" gravity mains, and 12" force mains. Through route analysis and coordination with the City, we determined that a cross-country alignment was the best solution for the City's proposed drainage project and land acquisition.





Project Details

Client
Talley Extension Revitalization Initiative LLC, Gordon Hartman Family Foundation

Completion Date
2023

Construction Costs
$6,162,648

Services
Environmental, Stormwater Management Services, Survey/Geospatial, Construction Support, Project Coordination, Civil/Site Design

Medio Creek Sewer Extension

San Antonio, TX

Colliers Engineering & Design is preparing construction and civil plans for 8,280 linear feet of 36-inch gravity sewer with depths up to 24-inches, 2,640 linear feet of 30-inch gravity sewer with depths up to 26 feet, and 2,160 linear feet of 15-inch gravity sewer with depths up to 24 feet. This terminates at a previously designed 36-inch San Antonio Water System sewer line in the Unnamed Tributary 7 of Medio Creek, to the northern end of the 36-inch sewer extension located at Talley Road. With a limited right-of-way, and existing pavement the same width as traffic, we completed the construction of this project on time. Extra care was taken alongside Bexar County and the contractor to monitor one lane of traffic during daytime construction hours. This project was designed to serve subdivisions along Talley Road, totaling nearly 13,000 linear feet.





Project Details

Client
Medina Revitalization Initiative, LLC

Completion Date
Ongoing

Construction Costs
$1,241,220

Services
Construction Support, Topographic Survey, Water Engineering, Land Survey, Tree Survey, Field Notes & Exhibits, Easement Coordination/ Determination, As-Built Drawings, Boundary Verification Survey, Construction Phase Services

CR 381 16-inch Water Main Extension

Yancey, TX

Colliers Engineering & Design provided civil engineering and surveying services for the Yancey Water Supply Division's water main extension project. This project was designed to create a water main to serve the growing population of Yancey, Texas- an unincorporated community near San Antonio. Through the preparation of the opinion of probable construction costs, we estimated construction would cost approximately $1.4 million. The 16-inch water main traverses approximately 9,000 linear feet and is classified as a C-900 Class 200 CR 18 PVC pipe. It ties into a new water tower and uses PRV to adjust the high-pressure flow from the tower to stabilize pressure throughout the waterline. We coordinated adjustments within the eminent domain rights of the Yancey Water Supply Corporation.



Appendix A

Contract Review

Contract Review

Proposed Exceptions to RFQ Specifications

3.2. INSURANCE REQUIREMENTS

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City included ~~named~~ as additional insured)

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

Certificates of insurance including ~~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.

Proposed Exceptions to Sample Contract

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend (to the extent a defense is provided pursuant to Consultant's applicable, required insurance) 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 reasonable attorney's fees for injury to or death to any person or for damage to any property to the extent caused by ~~arising out of or directly connected with~~ the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

SECTION XI

LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant and City agrees that neither party ~~City~~ will ~~not~~ be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

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

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 Liabilty			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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*NAMED INSUREDS INCLUDE:
Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying CT P.C.
Colliers Engineering & Design/Maser Consulting Inc.
Colliers Land Services, LLC
Colliers Engineering & Design CT, P.C.
CED Architecture Inc.
Phase Zero Design Corp.

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.

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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
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Colliers Engineering & Design, Inc.
101 Crawfords Corner, Suite 3400
Holmdel, NJ 07733

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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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 29, 2025

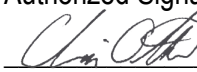
Company/Vendor Name:

Colliers Engineering & Design, Inc.

Printed Name and Title:

Chris Otto, PE, CFM

Authorized Signatory:



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_X__ No____

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? N/A (years) N/A (months)

   c. State the number of full-time employees at the Edinburg office. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_X__

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

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: chris.otto@collierseng.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. N/A

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. N/A

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

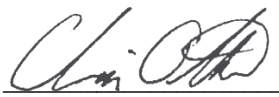
2. Will not boycott Israel during the term of the contract.

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:

July 29, 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:**

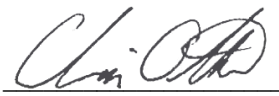
1) **does not boycott energy companies and;**

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:

July 29, 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:

July 29, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Chris Otto, PE, CFM, being first duly sworn, deposes and says that: *(Name)*

(1) He is Principal of Colliers Engineering & Design, 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 Principal in Charge

Subscribed and sworn to me this 22 day of July 2025.

By:

_____

Notary Public

My commission expires 03-24-29

LARRY ORTIZ
ID #12233282
My Commission Expires
March 24, 2029

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.**

** Not Applicable **

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.**

** Not Applicable **

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

Chris Otto, PE, CFM
Name of signatory

Signature

July 29, 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.

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

[CRUZ-HOGAN CONSULTANTS, INC.] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Cruz-Hogan Consultants, Inc. Response

CONTACT INFORMATION

Company:
Cruz-Hogan Consultants, Inc.

Email:
rocio@cruzhogan.net

Contact:
Rocio Longoria

Address:
605 E. Violet Ave., Ste 1
McAllen, TX 78504

Phone:
N/A

Website:
N/A

Submission Date:
Jul 29, 2025 12:43 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

RFQ_Submission_Cruz_Hogan_Consultants.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

CHC_Prof._Liab._COI-_City_of_Edinburg.pdf
CHC_Gen._Liab._COI-City_of_Edinburg_(Add._Insured).pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure_(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_(signed).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_(5).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

HB89_(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...

SB13_(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...

SB19_(signed).pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit_(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

Form_CIQ_(signed).pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes









EDINBURG, TEXAS
All-America City
NATIONAL CIVIC LEAGUE
1968 1995 2000 2024

RFQ NO. 2025-004

Professional Engineering Services

Lift Station No. 4 And Sewer Line Upgrades

CRUZ - HOGAN
ENGINEERS | PLANNERS

"Cruz-Hogan's project approach provides cost-effective solutions, reliability, and address specific needs for the City of Edinburg."

"Engineering Better Communities, Since 1988"

McAllen | Harlingen | Weslaco
TBPE Firm Reg. No. F-4860

CRUZ - HOGAN
ENGINEERS | PLANNERS
TBPE Firm Reg No. F-4860

McAllen
Harlingen
Weslaco

July 29, 2025

City of Edinburg
415 W. University Drive
c/o City Secretary Department (1st floor)
Edinburg, TX 78541
RFQ No. 2025-004
Professional Engineering Services

Re: Statement of Qualifications for Professional Engineering Services
Lift Station #4 and Sewer Line Upgrades
RFQ No. 2025-004

CRUZ-HOGAN *Consultants, Inc.* is pleased to submit **electronically** our firm's Statement of Qualifications to perform Professional Engineering Services for Lift Station #4 and Sewer Line Upgrades. 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 **no Addenda were received.** 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

Enclosures

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SECTION 1

Firm Information

Company Vision

Since 1988, Cruz Hogan has been a leading expert in planning, design, and project management of wastewater projects for cities, water supply corporations and municipalities across the Rio Grande Valley and South Texas: *"Engineering Better Communities, Since 1988"*

"Engineering Better Communities, Since 1988"

Firm Introduction

CRUZ-HOGAN has an intimate regional presence in the Rio Grande Valley. 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 location in McAllen and Weslaco, 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.

Firm Expertise

- **Sanitary Sewer Lift Station Projects**
- **Wastewater and Water Treatment Facilities Projects**
- **Wastewater Collection Projects**
- **Water Distribution Projects**
- **State (TWDB), Federal (FEMA & EPA) Funded Projects**
- **Flood and Storm Drainage Projects**
- **Roadway, Bridge, and Design**
- **Engineering Services to Local Governments**
- **GIS Mapping**

A Complete RGV Team + Wastewater Experts for Edinburg

Our three local RGV offices (McAllen, Weslaco, and Harlingen) are the principal offices that will manage and execute this work for Edinburg. Our local offices house some of our firm's most well-known and respected wastewater experts locally, we have the right local technical know-how backed by 100+ years of combined experience.

CRUZ-HOGAN (Weslaco) Office – 2290 W. Pike Blvd, Ste 102
CRUZ-HOGAN (McAllen) Office – 605 E. Violet Ave, Ste 1
CRUZ-HOGAN (Harlingen) Office – 1204 N. 7th St Ste B

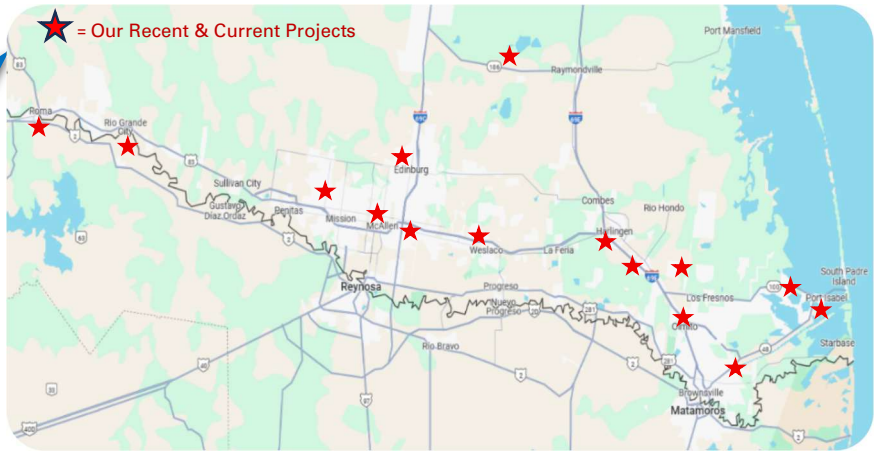


CRUZ-HOGAN in the RGV & South Texas

During the past 35 + years, the personnel of CRUZ-HOGAN have been involved in many comprehensive projects that have included various planning and design elements such as waterworks and sanitary sewage systems, population projections, land-use, thoroughfares, landfills, storm drainage, central business district, parks and recreation, zoning, subdivision regulations, 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.

In addition, our services have been performed for Cities, Waterworks and Rural Water Supply corporations, and other water systems including El Jardin Water Supply Corporation, Laguna Madre Water District, Harlingen Waterworks System, McAllen Public Utility, Olmito Water Supply Corporation, and many others.

"Our projects are RGV proud, and make lasting impressions by being a part of your community"



Care and Attention to the City of Edinburg

CRUZ-HOGAN being a local company based **100%** out of the RGV means we provide a more personalized care and attention to our clients, fostering close relationships, understanding their individual needs, and offering fine-tune cost effective tailored solutions, whereas large businesses may rely on standardized processes and less direct interaction, which can sometimes lead to a more detached customer experience and elevated overhead costs that impact small systems and municipalities. The basic principle of our firm's formation and practice is to provide complete technical and personal service to our clients, 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, **Orlando Cruz P.E. and Marcus Cruz P.E. CFM,** whenever humanly possible, at all major presentations, contract negotiations, bid openings, and other important meetings where our projects are involved.



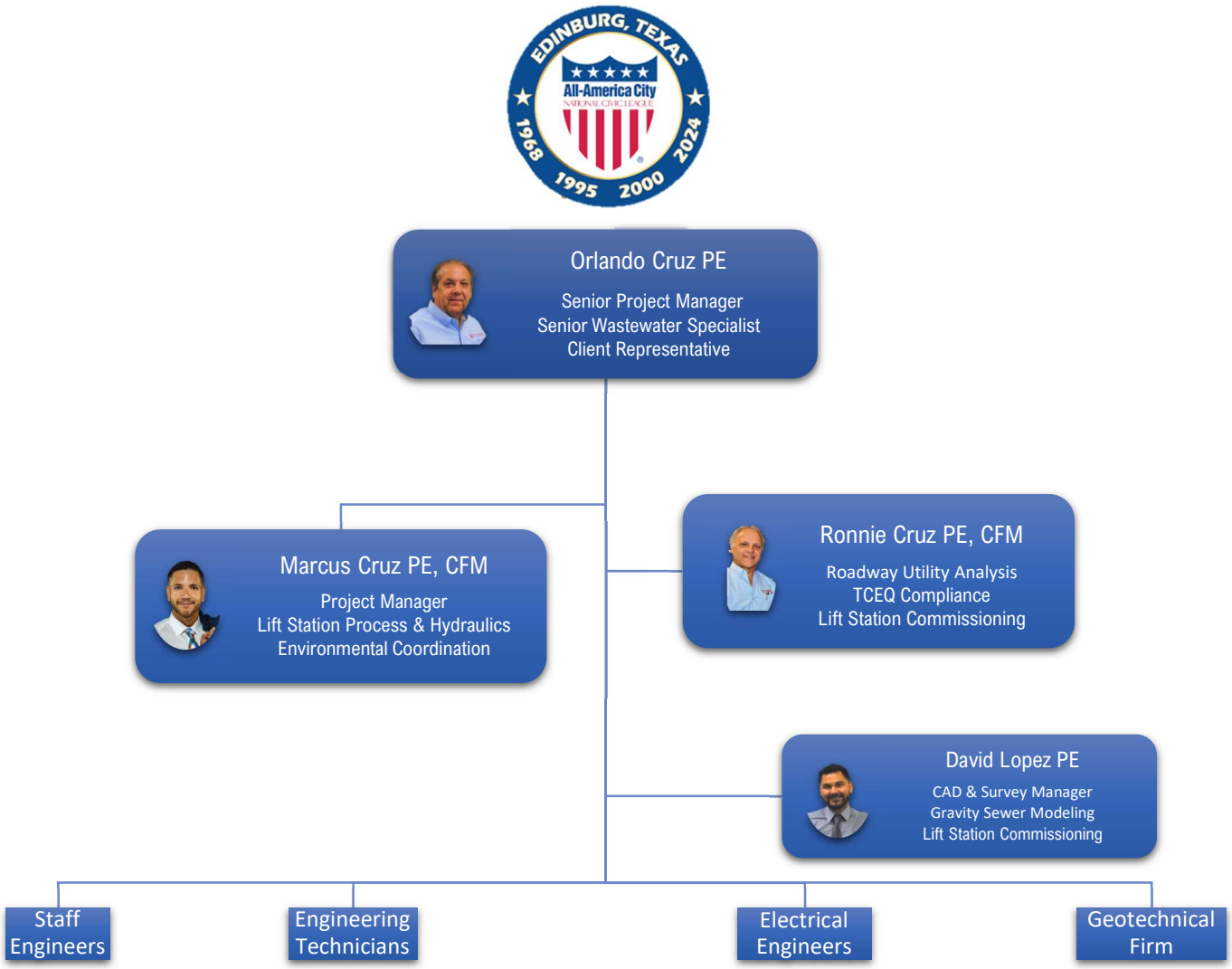


SECTION 2

Staff Qualifications

Team Member Personnel

Our **100% local** engineering team is composed of highly qualified professionals specializing in all municipal type engineering, specializing in wastewater lift stations and design. We bring extensive expertise in designing sustainable treatment solutions, optimizing system performance, and ensuring compliance with environmental regulations.



Our team 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.

Surveying Services
Local Area Surveyor
To be Selected by City of Edinburg

Geotechnical and Testing Services
Local Area Geotechnical Firm
To be Selected by City of Edinburg

Electrical Engineering
Cleary Zimmerman Engineers – San Antonio, Texas

Archaeological Surveys (Texas Historical Commission)
Integrated Environmental Solutions, LLC – Waco, Texas

Team Personnel Resumes



Orlando Cruz, PE

President of Cruz-Hogan
Senior Wastewater Specialist
Client Representative

Weslaco, Texas

Mr. Cruz is President of Cruz-Hogan Consultants, Inc. He has over 40 years of vast experience and has worked on a variety of civil engineering and water & wastewater infrastructure projects. He has also designed and supervised the construction of water and sanitary sewer projects, and wastewater treatment facilities. Mr. Cruz will provide the client that a high level of resources and technical expertiseand 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.

Relevant Experience

- Lift Station Design for McAllen PUB, Cities of Alamo and San Juan
- 24" Sewer Line Transmission for McAllen Public Utility
- 42" Sewer line Transmission, McAllen Public Utility
- City of Alamo Water & Wastewater Master Study
- Master Planning for the Cities of Schulenburg, La Grange, Alamo, and San Juan

Professional Engineer:

B.S. Civil Engineering - University of Texas at Austin

Certification:

Professional Engineer - Texas License No. 55740

Areas of Expertise:

Wastewater & Water Systems
Wastewater & Water Treatment
Sanitary Sewer Lift Stations

Professional Activities:

APWA – Member

WEAT – Member

Team Involvement:

Senior Project Manager
Client Representative
Edinburg Wastewater System Specialist



Ronnie Cruz, PE CFM

Vice-President of Cruz-Hogan
Roadway Utility Analysis
TCEQ Compliance

McAllen, Texas

Mr. Cruz is Vice-President of Cruz-Hogan Consultants, Inc. He has over 39 years of vast experience and has worked on a variety of municipal civil engineering of water & wastewater infrastructure projects. He has also designed and supervised the construction of water and sanitary sewer projects, and wastewater pump stations. Mr. Cruz has been City Engineer for the City of Alamo for 9 ½ years. Mr. Cruz will assure the city has a high level of resources and technical expertise, and 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.

Relevant Experience

- City of Alamo Water & Wastewater Master Study
- Olmito WSC WWTP 1.25 MGD Expansion and Conversion from Lagoon System (USDA)
- City of San Juan WWTP Rehabilitation Project
- City of San Benito 3.75 MGD WWTP Expansion
- Master Water and Wastewater Facilities Study and Implementation, El Jardin WSC

Professional Engineer:

B.S. Civil Engineering - University of Texas at Austin

Certification:

Registered Professional Engineer State of Texas License No. 55459
Certified Floodplain Manager - No. 2267-12N

Areas of Expertise:

Wastewater & Water Systems
Roadway/Street Expert
TCEQ Compliance

Professional Activities:

AWWA – Member

WEAT – Member

Team Involvement:

Roadway Analysis
TCEQ Compliance & Lift Station Commissoning



Marcus Cruz, PE CFM

Wastewater Project Manager
Lift Station Process & Hydraulics
Environmental Coordinator

Harlingen, Texas

Mr. Cruz is currently serving as a Project Manager for our local Harlingen office and has over 14 years of engineering experience specializing in water & wastewater infrastructure. Mr. Cruz's duties 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 reports. Mr. Cruz is experienced in the study, design, and construction of water infrastructure, transmission, distribution, wastewater collection systems, streets & drainage, and capital improvements projects.

Relevant Experience

- City of Alamo Water & Wastewater Master Study
- Olmito WSC WWTP 1.25 MGD Expansion and Conversion from Lagoon System (USDA)
- City of San Juan Lift Station No.13 Rehabilitation Project
- City of Weslaco Lift Station No.12 Force Main & Airport Project
- Master Water and Wastewater Facilities Study and Implementation, El Jardin WSC

Professional Engineer:

B.S. Civil Engineering – University of Texas San Antonio

ASCE Post Graduate:
Water Treatment Certification
Advanced Education

Certification:

Professional Engineer
State of Texas License No. 126718

Certified Floodplain Manager
Certification No. 2266-12N

Areas of Expertise:

Wastewater & Water Systems
Wastewater & Water Modeling

Team Involvement:

Lift Station Process & Hydraulics
Environmental Assessments



David Lopez, PE

Project Engineer at Cruz-Hogan
CAD & Survey Manager
Gravity Sewer Hydraulic Modeling

McAllen, Texas

Mr. Lopez has more than 11 years of engineering experience and has served as a designer, project engineer, and project manager for numerous design and construction projects in South Texas. 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.

Relevant Experience

- Greenwood WWTP Improvements to UV System – Corpus Christi, TX
- Wastewater Effluent Reuse Feasibility Assessment—Corpus Christi, TX
- Greenwood WWTP Flood Mitigation – Corpus Christi, TX
- Waterline Pipeline Project-2015 – Dallas Water Utilities, Dallas, Texas
- Sand Dollar Pump Station Feasibility Assessment – Corpus Christi, TX

Professional Engineer:

B.S. Civil Engineering – UT Pan American

Certification:

Registered Professional Engineer
Texas License No. 140081

Areas of Expertise:

Wastewater & Water Systems
Wastewater & Water Treatment
Water Resources
Land Development

Professional Activities:

AWWA – Member

ASCE RGV – Member

Team Involvement:

Open Channel & Wastewater Process Modeling, CAD Production Manager

SECTION 3

Experience with State & Local Funding (Lift Station Projects)

Lift Station Experts

With CRUZ-HOGAN as your dedicated lift station expert, we promise to keep your city's sewage flowing smoothly. Rest assured, we're dedicated to ensuring your lift stations operate reliably, so your community can keep moving forward without any wastewater setbacks. Let us take the pressure off your town's shoulders—because when it comes to lift stations, we're truly the best in the business!

Experience in Planning, Design, and Public Works Development:

Our team has extensive knowledge working with the City of Edinburg through their various funding programs, including **CIP (Capital Improvement Programs), State of Texas Programs, and the TWDB (Texas Water Development Board).** This project will provide funding that will improve access to safe and reliable wastewater sanitary sewer services for moderate possibly low-income communities. CRUZ-HOGAN has reviewed and understands the City of Edinburg's **Capital Improvements Plant** and has extensive knowledge and expertise on how to address the sanitary sewer system needs of the City's, including exhibits, cost estimates, and preliminary design for providing compliance with capital improvement program funding. On the next page is an extensive breakdown of our successfully completed Lift Station Projects.

Experience with the City of Edinburg Projects:

Water Treatment Plant Improvements: Rehabilitation of Existing Filters

- Construction Funded through TWDB
- Completed 2023

Downtown Water Treatment Plant Improvements: Rehabilitation of Existing Clarifier No.1

- Texas Water Development Board Project No. 62597
- Plans & Specification Completed May 2025
- Pending Bidding Phase

Capital Improvements Program

PUMPING STATIONS

CRUZ-HOGAN HAS DESIGNED AND MANAGED THE CONSTRUCTION OF OVER 80 TYPE PUMP STATIONS INVOLVING SANITARY SEWER COLLECTION SYSTEMS, EFFLUENT, INFLUENT, RETURN ACTIVATED SLUDGE (RAS), WASTE ACTIVATED SLUDGE (WAS), COLLECTIVE SEWER OVERFLOW, AND STORM WATER. MANY OF OUR LIFT STATION DESIGNS INVOLVED SPECIAL CONSIDERATIONS FOR MINIMIZING COMMUNITY AND ENVIRONMENTAL IMPACTS SUCH AS AESTHETIC ARCHITECTURAL CONSIDERATIONS, ODOR, AND NOISE CONTROL FOR THE NEIGHBORING CITIZENS OF EDINBURG.

As part of our services, CRUZ-HOGAN has assisted and prepared applications, exhibits, and cost estimates for many projects. On the **next page** is an extensive breakdown of our lift and pump station projects successfully completed over the last 27 years.

Wastewater Pumping Experts

With CRUZ-HOGAN's extensive pump station experience, we don't need to figure out how the process works, we can advise you every step of the way to efficiently proceed through the funding, planning, and eco-friendly steps to accelerate the project to design and construction!

History with Wastewater Lift Station Projects			
PROJECT DESCRIPTION	**YEAR**	**FUNDING**	**COST**
City of Weslaco – Lift Station No. 12 Project	Under Construction	ARAP Funding	$ 1,860,000.00
Olmito WSC – New WWTP Including Plant Lift Station	Under Construction	RD – USDA Funding	$ 8,500,000.00
Olmito WSC - Wastewater System Master Lift Station	Design Completed	RD – USDA Funding	$ 2,200,000.00
City of San Juan – TWDB Lift Station No. 13 Rehibition	2025	TWDB - CWSRF	$ 1,097,000.00
Laguna Vista, TX & EDA Eco Tourism Center Lift Station	2022	EDA – Grant Funding	$ 297,000.00
City of McAllen Public Utility - 2nd & Violet Lift Station	2015	MPU – CIP Funding	$ 1,119,000.00
City of Pharr – Analysis of Lift Station No.40	2014	Pharr Utility Dept.	$ 11,500.00
Olmito WSC – Abelardo Lift Station Colonia Project	2012	EDAP (70% Grant)	$ 175,000.00
Olmito WSC – California Lift Station Project	2012	EDAP (70% Grant)	$ 180,300.00
City of Weslaco – Rehabilitation of Lift Station No.36	2011	City – CIP Funding	$ 3,575,225.00
City of San Juan – Rehabilitation of LS No. 1,2, &19	2011	City – CIP Funding	$ 650,000.00
City of Lyford – New Glen Lopton Lift Station	2010	City – CIP Funding	$ 233,000.00
City of McAllen Public Utility - 2nd & Jonquil Lift Station	2010	MPU – CIP Funding	$ 950,000.00
City of San Juan – New Carroll Rd Lift Station Improvements to St. Ives Corner	2008	TWDB - Loan & Grant	$ 394,000.00
City of Lyford – Rehabilitation of 8th Street Lift Station	2003	City – CIP Funding	$ 150,000.00
City of San Benito – Lift Station on South Sam Houston	2006	City – CIP Funding	$ 243,000.00
City of San Benito – Lift Station on State HWY 345	2005	City – CIP Funding	$ 420,000.00
Olmito WSC – Lift Station on Thompson Road	2004	EDAP Loan & Grant	$ 240,000.00
City of Lyford – Rehabilitation of Existing Lift Stations	2003	City – CIP Funding	$ 290,000.00
Olmito WSC – Lift Station on Lomax Road	2002	85% Grant Assistance	$ 250,000.00
City of San Benito - Rehabilitation on Rose St Lift Station	2000	City – CIP Funding	$ 350,000.00
Brooks County – Lift Station for CDBG Project	1999	County – CIP Funding	$ 150,000.00
City of San Benito – EDAP Three Lift Stations Project	1998	City – CIP Funding	$ 450,000.00
City of Alamo – Tower Rd Lift Station Rehabilitation	1995	City – CIP Funding	$ 350,000.00

Texas Water Development Board Funding Experts

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 extensive knowledge working with the Texas Water Development Board (TWDB) through their various funding programs, including **Economically Distressed Areas Program (EDAP)**, **Clean Water State Revolving Fund (CWSRF),** and **Drinking Water State Revolving Fund (DWSRF**) over the last **22 years**.

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. Below is an extensive breakdown of projects successfully completed with Texas Water Development Board.

History with Texas Water Development Board Funding Programs			
FUNDING PROGRAM	**Yr**	**Status of Funding**	**Cost**
CWSRF – WWTP 1.5 MGD Expansion & Rehab – Weslaco, TX	2024	Awaiting IUP Ranking	$ 28,500,000
CWSRF – LS No. 13 & Force Main Improvements - San Juan, TX	2024	30% Loan Forgiveness	$ 1,700,000
CWSRF – WWTP Improvements - San Juan, TX	2023	30% Loan Forgiveness	$ 8,500,000
CWSRF – Sludge Dewatering Facility - San Juan, TX	2021	30% Loan Forgiveness	$ 1,200,000
CWSRF – First Time Sewer Connections - San Juan, TX	2019	85% Loan Forgiveness	$ 1,430,000
CWSRF – Rehab of Ground & Elevated Storage – Olmito WSC	2015	Low Interest Loan	$ 2,700,000
DWSRF – Rehab Existing WTP Clarifiers - Edinburg, TX	2024	30% Loan Forgiveness	$ 8,500,000
DWSRF – Rehab Existing WTP Filters - Edinburg, TX	2023	30% Loan Forgiveness	$ 8,500,000
DWSRF – 3.5 MGD WTP No. 2 Expansion - San Juan, TX	2018	30% Loan Forgiveness	$ 8,500,000
DWSRF – 16'' Water Transfer Line – San Juan, TX	2015	30% Loan Forgiveness	$ 2,500,000
DWSRF – Water System Improvements – EL Jardin WSC	2013	Low Interest Loan	$ 3,000,000
DWSRF – 1.0 MG Elevated Storage Tank – EL Jardin WSC	2013	Low Interest Loan	$ 750,000
EDAP – First Time Sewer Connections - San Juan, TX	2019	85% Loan Forgiveness	$ 1,430,000
EDAP – Purchase of Water Rights for Pharr, TX	2012	30% Loan Forgiveness	$ 3,500,000
EDAP – First Time Sewer Connections – Olmito WSC	2012	100% Loan Forgiveness	$ 1,800,000
EDAP – First Time Sewer Connections – San Benito, TX	2002	100% Loan Forgiveness	$ 1,100,000
EDAP – Colonia Wastewater Collection System – San Benito, TX	2002	100% Loan Forgiveness	$ 1,800,000

Economically Distressed Areas Program = (EDAP)
Clean Water State Revolving Fund = (CWSRF)
Drinking Water State Revolving Fund = (DWSRF)

TEXAS WATER DEVELOPMENT BOARD

SECTION 4

Related Project Experience

Relevant Lift Station Experience

CRUZ-HOGAN not only **"talks the talk, but we also walk the walk"** when it comes to project delivery. With you in the driver seat, we consider ourselves an extension of your staff.

The following pages provide our firm's local experience with lift station projects similar to the City of Edinburg's existing needs. Our team's relevant experience in the last 25 years, both inside and outside of the region, is extensive. All five of these projects are relevant to the City of Edinburg and involve Lift Station improvements and associated facility improvements. We invite you to contact these references so they can attest to the value and level of service that we consistently provide.





Before Rehab

City of San Juan:
Rehabilitation of Lift Station No. 13 & Forcemain - TWDB Clean Water SRF

San Juan, Texas

Cruz Hogan was the designer, and prime consultant, on a new lift station using cost saving VFD's, innovative chopper pumps, and a Bio Air odor control system for the City of San Juan. The station is located adjacent to the San Juan Basilica and receives flow from the entire northern portion of the city.

Project Details

The project involved a new 2300 GPM Triplex lift station constructed next to the existing station. Included was the use of a "Chopper Pump System" that alleviated their rag and debris issue by having a chopping mechanism built into the pumps. The pumps were also controlled by variable frequency drives (VFD's) that provide significant power saving by speeding up or slowing motors based on influent flow. The LS provided a layout that allowed easy access to maintenance personnel and provided cover roofing for preservation of electrical controls. The station was built with an esthetic Limestone/CMU block wall to compliment the future amphitheater that will be adjacent to the station. The project also consisted of 5000 LF of 12'' force main that ran southward crossing a Union Pacific Railroad crossing and Business TxDOT HWY 83, and both entities required permits.

ACCOMPLISHMENTS

- Provided odor control system to alleviate neighbors' concerns
- Provided Aesthetics Limestone Fencing
- Chopper Pump System for Debris and Rags

Relevance To City Of Edinburg

This similar design could be utilized to the aesthetics, due to the anticipated site being in view of city events and public.

Client Reference:

Juan Martinez: Utility Director
(956) 310-1670

Project Funding:

TWDB Clean Water
State Revolving Funds

Completion Date:

Construction Complete – 2025

Construction Cost:

$ 1,097,000.00

Team Involvement:

Orlando Cruz PE – Senior Project Manger
Marcus Cruz PE – Project Engineer/Environmental



Town of Laguna Vista & Laguna Madre Water District: 23 Acre Development Eco Tourism Center Lift Station Project

Laguna Vista, Texas

Cruz Hogan was the designer, and prime consultant, on a new packaged lift station using cost saving VFD's, and a new Bio Air odor control system for Laguna Madre Water District. The station is located adjacent to the Eco Tourism Center in Laguna Vista and receives flow from the entire 23 ACRE Development.

Project Details

The project involved the construction of a sized 150 GPM (gallon per minute) wastewater lift station on the most northeast corner of the twenty-three-acre site. The flow capacity of the lift station is based on the complete build out of the proposed 23-acre development site, with the site being comprised of 6.5 acres in commercial development, 6.5 acres in residential development, and the proposed Eco-Tourism Center site. A 6-inch diameter sewer force pressure main was constructed along the SH 100 road frontage, from the lift station to the existing Laguna Madre sewer manhole at the FM 510/SH 100 intersection. The distance of the 6-inch force main was approximately 3,000 LF. A 12-inch sewer line, approximately 1,400 LF in length, was installed beginning at the proposed lift station and extended to the most northwestern corner of the 23-acre development property site. The 12-inch sewer gravity line will be installed along the SH 100 road frontage. Manhole stub-outs were included for future development connections. Manholes were installed on the 12-inch sewer line spaced at approximately 300 feet intervals.

ACCOMPLISHMENTS

- Provided odor control system to alleviate Eco Tourism center concerns
- Provided Package System for easy operations
- 100% Grant Funding through EDA

Relevance To City Of Edinburg

This similar design could be utilized for the odor control containment, due to the anticipated site being in proximity to city and the public spaces.

Client Reference:

Víctor Trevino: City Manager

Laguna Vista: (956) 943-1793

Capacity of Project:

150 GPM Du-Plex Station

Completion Date:

Completion in 2022

Construction Cost:

$ 243,000.00

Team Involvement:

Orlando Cruz PE – Design Manager/ Senior Project Manager

Marcus Cruz PE – Project Engineer/ Process Engineer





City of Weslaco Industrial Park: New Lift Station No.12 Project

Weslaco, Texas

Cruz Hogan was the designer, and prime consultant, on a new lift station using cost saving VFD's, and innovative chopper pumps for the City of Weslaco. The station is located next to Joe Stevens Blvd and Vo-Tech in the industrial park adjacent to Mid-Valley Airport.

Project Details

This project addressed the elimination of existing lift station and the construction of a larger capacity lift station to take their place within the current wastewater collection system. The project involved a new 1900 GPM Triplex lift station constructed next to the existing station. Included was the use of a "Chopper Pump System" that alleviated their rag and debris issue by having a chopping mechanism built into the pumps. The pumps were also controlled by variable frequency drives (VFD's) that provide significant power saving by speeding up or slowing motors based on influent flow. The project also consisted of 5,800 LF of 12'' force main that ran southward crossing through Mid-Valley Airport Property.

Two ditch crossings were needed and the project provided 24'' steel casings to cross aerially with air release valving on both ends. Vo-Tech drive is heavily trafficked, thus two borings across the roadway were needed, and sub-surface excavations were needed to address fiber optic and gas line alignment congestion. This project consists of construction of a new higher flow pumping capacity wastewater lift station to replace existing undersized Lift Station No. 12. Additionally, a new 12-inch force main line will also be installed which will convey the wastewater to the City's North Wastewater Treatment Plant that conveys through Mid-Valley Airport Property. Prior to construction, a FFA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) was submitted to be aviation compliance throughout the project construction.

ACCOMPLISHMENTS

- Funded entirely through ARPA Funding
- Successfully coordinated with of Drainage District permitting to two aerial crossings
- Implemented hydro excavation for gas and fiber optic utility markings prior to construction

Relevance To City Of Edinburg

This similar design could be utilized due to similar size and pumping requirements.

Client Reference:

David Arce: City of Weslaco

Public Works/ Utility Director

(956) 973-3146

Project Funding:

2022 ARPA – Funds

Completion Date:

Design Complete – 2024

Construction 70% complete

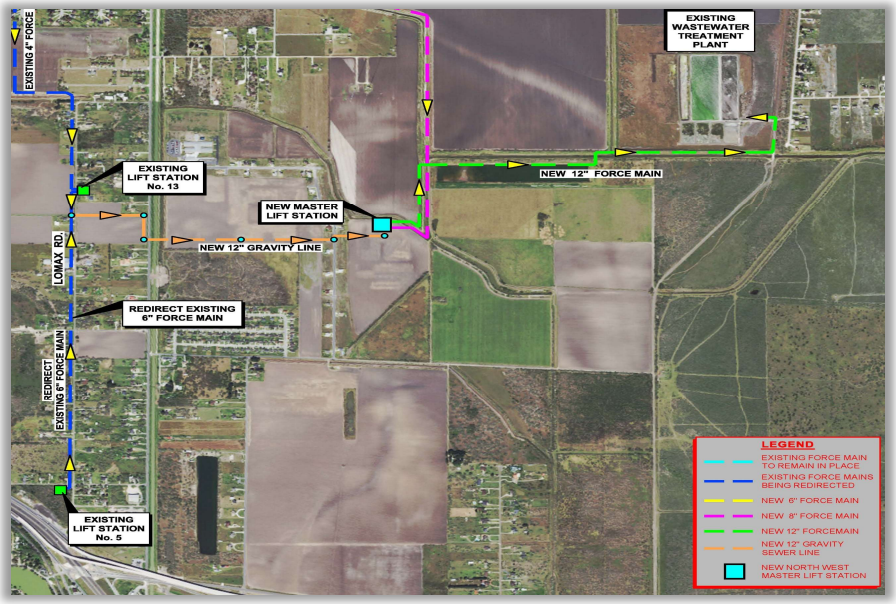
Construction Cost:

$1,860,000.00

Team Involvement:

Orlando Cruz PE- Senior Project Manager

Marcus Cruz PE – Project Engineer/ Process Engineer



Olmito Water Supply Corporation: Wastewater Master Lift Station Project

Olmito, Texas

Cruz Hogan was the designer, and prime consultant, on a new lift station using cost saving VFD's, innovative chopper pumps, and Bio Air odor control. This project will construct a new wastewater collection system master lift station to be located in the north western area in the Olmito WSC existing wastewater service area.

Project Details

This project will involve the construction of a new 1200 GPM Triplex lift station. Included was the use of a "Chopper Pump System" that alleviated their rag and debris issue by having a chopping mechanism built into the pumps. The pumps were also controlled by variable frequency drives (VFD's) that provide significant power saving by speeding up or slowing motors based on influent flow. The proposed project will provide a new sewer collection system for new residential area developments and will also include new wastewater pressure force mains which will redirect wastewater flows from four smaller existing wastewater lift stations currently experiencing limited flow capacity and conveyance problems. The new wastewater lift station will include 7000 LF of a 12-inch pressure force main. The new 8-inch force main will be installed in existing roadway, irrigation and or drainage right of ways and easements. A new 6,000 lineal food 12-inch gravity wastewater line is being installed connecting to the new master lift station and terminating at a sanitary sewer manhole approximately.

Existing Olmito WSC Lift Stations Nos. 19, 13, and 5 will all utilize existing force mains and will be redirected to connect to the new 12-inch wastewater gravity manhole proposed on Lomax Road. All wastewater from these three lift stations will have their wastewater flow redirected to the new proposed master lift station.

ACCOMPLISHMENTS

- Funded entirely through USDA RU with 70% Grant
- Successfully conducted an archeological survey for THC
- Successfully coordinated with Drainage/Irrigation District permitting crossings
- Use of innovative odor control system since site will be adjacent to homes

Relevance To City Of Edinburg

This similar design could be utilized due to similar size and pumping requirements, and will also have Limestone CMU wall for aesthetic appearances.

Client Reference:

Tomas Tamayo, General Manager

OWSC: (956) 350-4099

Capacity of Project:

1200 gpm Tri-Plex Station

Completion Date:

Design Complete – 2025

Pending Bidding Phase

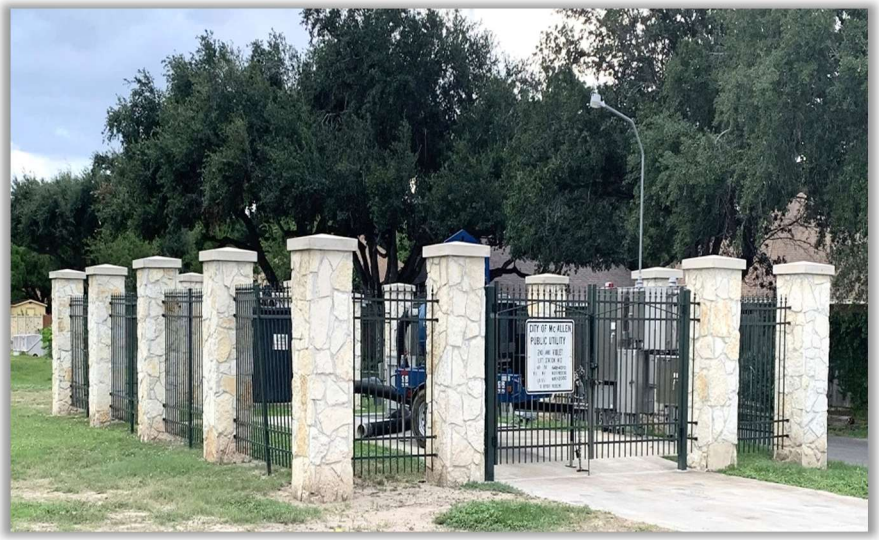
Construction Cost:

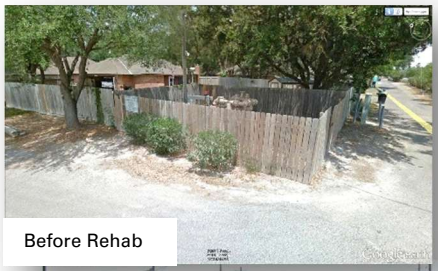
Estimated $1,200,000.00

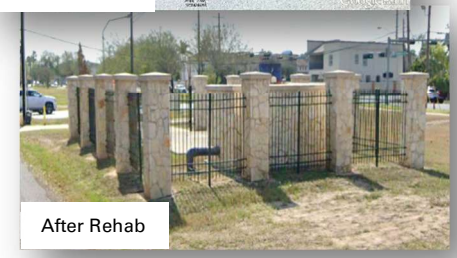
Team Involvement:

Orlando Cruz PE- Senior Project Manager

Marcus Cruz PE – Project Engineer/ Process Engineer







McAllen Public Utility Board MPU: 2nd & Violet Lift Station Replacement Project

McAllen, Texas

Cruz Hogan was the designer, and prime consultant, on a new lift station using ascetic limestone fencing for the nearby walking trail, cost saving VFD's, and an odor control system. This project consisted of a new lift station to be located adjacent to the existing lift station on intersection of 2nd & Violet in the City of McAllen.

Project Details

The service area of the new 2nd and Violet Lift Station is comprised of a mixture of residential and commercial developed area and area which was in agriculture use. The new lift station provided service to a large portion of north-east McAllen generally bounded by Nolana Avenue, 2nd Street, Dove Avenue and Jackson Road. The current area, to be served by the new Lift Station, is a mix of commercial and residential customers with approximately 40 percent currently in agriculture use.

The service area is approximately 680 acres in total size. The triplex lift station allowed for a single pump operation operating at approximately 60 to 65 percent of the total peak design flow of the lift station. A triplex lift station minimized the potential of surcharging the 27" gravity sewer main during "off peak" lift station operation and will also allow a smaller wet well and shorter cycle times. The lift station had a 1050 gpm pumping capacity and allowed for a single pump operation. The new lift station was sized to account for future wastewater flows from a fully developed service area.

ACCOMPLISHMENTS

- Sized for future growth with expandable wet well
- Use of innovative odor control system since site will be adjacent to homes
- Submersible pumps limit noise to nearby homes

Relevance To City of Edinburg

Similar aesthetic approach with metal fencing and limestone columns could be incorporated into the project.

Client Reference:

Mark Vega: General Manager

MPU: (956) 681-1600

Project Funding:

MPUB – (CIP) Capital Improvements Projects

Completion Date:

Completed – 2015

Construction Cost:

$ 1,119,000.00

Team Involvement:

Ronnie Cruz PE – Design Manager/ Senior Project Manager
Orlando Cruz PE – Project Engineer/ Process Engineer







McAllen Public Utility Board MPU: 2nd & Jonquil Lift Station Replacement Project

McAllen, Texas

Cruz Hogan was the designer, and prime consultant, on a new lift station using aesthetic limestone fencing for the nearby walking trail, cost saving (VFD's), and an odor control system. This project consisted of a new lift station to be located adjacent to the existing lift station on intersection of 2nd & Jonquil in the City of McAllen.

Project Details

The previous lift station was quite antiquated and in need of replacement. It was also plagued by the odors and caused issues for nearby residents. The existing service area of the 2nd and Jonquil lift station is comprised of a mixture of residential and commercial developed areas. The service area is located on both sides of Nolana Avenue, from 10th Street to Jackson Road. The service area is approximately 775 acres in total size.

The lift station was a Triplex with 1050 gpm pumping capacity and allowed for a single pump operation operating at approximately 50 to 60 percent of the total peak design flow of the lift station. The triplex station minimized the potential of surcharging the 21" gravity sewer main during "off peak" lift station operation and also allowed a smaller wet well and shorter cycle times.

ACCOMPLISHMENTS

- Sized for future growth with expandable wet well
- Use of innovative odor control system since site will be adjacent to homes
- Submersible pumps limit noise to nearby homes
- Looks very pleasing next to highly used walking trail

Relevance To City of Edinburg, Texas

Similar aesthetic approach with metal fencing and limestone columns could be incorporated into the project.

Client Reference:

Mark Vega: General Manager

MPU: (956) 681-1600

Project Funding:

MPUB – (CIP) Capital Improvements Projects

Completion Date:

Completed – 2010

Construction Cost:

$ 950,000.00

Team Involvement:

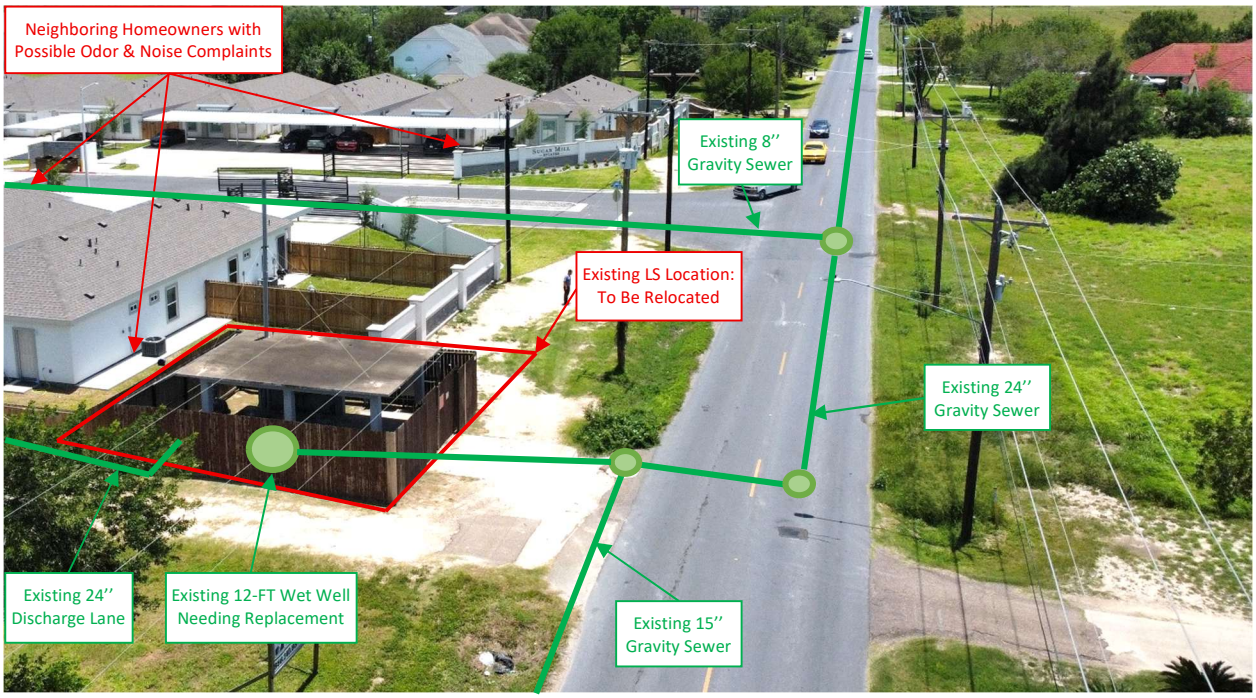
Ronnie Cruz PE – Design Manager/ Senior Project Manager
Orlando Cruz PE – Project Engineer/ Process Engineer

SECTION 5

Project Understanding, Methodology & Approach

Project Understating

We have carefully reviewed the RFQ scope of services and have prepared an applicable cost-effective solution that will meet the objectives and priorities of the City of Edinburg and neighboring residents. The following pages outline our proposed approach and methodology to systematically address the goals of the project by effectively decommissioning the existing lift station on Sugar Road, and then possibly construct a new station on the neighboring vacant adjacent lot across Sugar Road. Our conceptual lift station layout presents a cost-effective approach that will effectively address the City of Edinburg's needs. Our recommended implementation of a Trip-Plex lift station system has been a proven and reliable system, which can be incorporated into the existing sanitary collection system with similar installations all over South Texas and City of Edinburg. ***We understand*** that the project services will require the project to be addressed in phases, which will include preparation of**,** preliminary engineering analysis, environmental and site assessment, projected construction budgets, lift station design, final plans and specifications, construction phase services, and other services which may be deemed necessary.



Aerial View of Existing Sugar Rd Lift Station No. 4

The project will include decommissioning and relocating an existing lift station that involves a systematic process starting with conducting a thorough site assessment, including environmental impact studies and community consultations. Next, develop detailed planning and engineering designs for the new location, ensuring compliance with all regulatory standards. Obtain necessary permits and approvals before constructing the new station, which includes installing new infrastructure such as pumps, pipes, and electrical systems. Concurrently, plan the decommissioning of the old station by safely shutting down operations, removing equipment, and rehabilitating the site. Coordinate the transfer of operations to the new station, ensuring minimal disruption to the community, and finally, close and secure the old site, completing the decommissioning process.

Project Methodology

Included below are the proposed strategies and methods that ***Cruz-Hogan Consultants, Inc.*** will follow throughout the implementation of this project to streamline the methods, as indicated below, and to meet the City of Edinburg's goals for this project. We are anticipating that the project will be done in phases as follows:

Phase I:

Preparation of Preliminary Engineering Report & Environmental Report:

Prepare a Preliminary Engineering Report to identify needs for the lift station and preliminary project costs. Prepare project's Environmental Report

Phase II:

Project Preliminary Design and Project Layout:

Upon City's approval of Engineer's Preliminary Engineering Report, and States approval of possible Environmental Report, Engineer begins the preparation of the project's preliminary 30% and 75% design plans and layout and submits to State and City for review and approval

Phase III:

Final Design, and TCEQ Approval and Authorization:

Upon State and City Plan approval of all preliminary design and Layouts, Engineer completes final Plans and Specifications and Bidding Documents. Engineer prepares, submits and receives Plan approval from TCEQ

Phase IV:

Bidding Phase and Construction Services:

City and Engineer prepare Project's Bidding Package, advertise the project, and receive bids. City awards the Project's Bid and Construction Contract. State approves the Construction Contract and Construction of the project proceeds



Existing Lift Station No. 4

Phase I: Preparation of Preliminary Engineering & Environmental Reports



Prepare an Engineering Report to identify needs for the project:

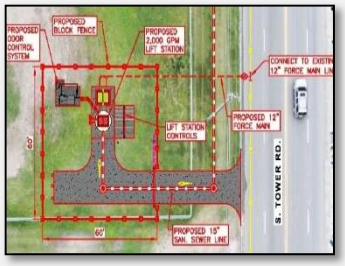
- Evaluation of the system processes and recommend an implementation plan for design, construction, and operations
- Evaluate system requirements to evaluate lift station loadings/ capacity necessities and make recommendations
- Review new and innovative technology alternatives and assist in selecting of equipment for the City of Edinburg

  Develop capacity requirements for any needed future growth
- Assure that all improvements meet standards required by the (TCEQ), specifically under Title Chapter 217- Design Criteria for Domestic Wastewater Systems.
- Prepare Lift Station layout of service area and project mapping.
- Develop preliminary project budgets to include cost of construction, environmental documents, engineering, surveying, project inspection, and etc.

Prepare an Environmental Report:

- Evaluate Site & Environmental conditions to determine any project requirements.
- Submit project to all Federal and State agencies and receive their approvals
- Prepare Environmental Report and submit to State for final approval

Phase II: Preliminary Engineering Design & Layout



Approval of Preliminary Engineering and Environmental Reports, if Needed:

- State approves the Preliminary Engineering Report and Environmental Report
- State Issues "Finding of No Significant Impact (FONSI) and approves the Project to move forward to final design and construction

Preliminary Design and Layout:

- Upon receiving approvals from State and City, **Engineer** will commence with the preparation of preliminary design documents and project specifications.
- Engineer will prepare and submit 75% completed plans to City and State for approval.
- Engineer will prepare and submit 100% completed final plans and project specifications to City and State for final approval.



Phase III: Final Design and TCEQ Permitting & Project Construction:

TCEQ Chapter 217 Compliance:

- Engineer prepares and submits to TCEQ transmittal letter. The purpose of this letter is to provide the Texas Commission on Environmental Quality (TCEQ) with the information necessary to comply with the requirements of 217.6(d) of the TCEQ's rules entitled "Design Criteria For Domestic Wastewater Systems."
- This TCEQ requirement must be done before the project transitions to bidding and construction.

Final Project Design & Staff Approvals:

- Prepare surveys and mapping for proposed project
- Finalize design plans for City of Edinburg review and approval
- Provide updated Project Budget which may be due to cost increases, labor shortages, tariffs, etc.
- Engineer prepares entire final project budget for City of Edinburg approval
- Engineer prepares and finalizes construction documents for bidding package
- Review final engineering project design plans and specifications to ensure plan complies with their respective requirements
- Assist City of Edinburg in developing construction contracts.
- Coordinate all required project field testing and inspections with laboratory.
- Assist Edinburg with the project close-out and agency acceptances.

Phase IV: Bidding Phase and Construction:

Bidding Documents:

- Engineer assembles and prepares final Bidding Documents and Project Invitations to Bid Public Notices
- City Publishes Invitation to Bid Notices in City's Website and local newspaper
- Engineer assists the City of Edinburg with the construction bidding of the project
- Engineer assists the City with the award of the construction to bidding contractors
- Engineer assists the City of Edinburg in developing construction contracts.
- Engineer conducts Pre-Construction Meeting and issues a Notice to Proceed with Construction to selected Contractor

Project Construction:

- Engineer monitors and supervises project construction through final completion
- Engineer provides project construction inspection of the project.
- Engineer coordinates all required project field testing and inspections with laboratory.
- Engineer reviews and approves all Contractor's request for payment
- Conduct Monthly Contractor Meetings to address any project issues and review project schedule
- Engineer assists the City with project close-out and agency acceptances.

Project Approach

Included below is the proposed milestone approach that Cruz-Hogan *Consultants, Inc.* will follow throughout the implementation of this project to streamline the methods, as indicated below, and to meet the City's goals for this project. We are anticipating that the project will be done in phases as follows:

Milestone 1.0

CRUZ-HOGAN knows how important it is to have a solid effective approach. Our company also has experience working with the current milestone approach system that we use 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 milestone phases.

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 with the facilitation and preparation of any funding agreements, attend preliminary conferences with the neighboring utilities, County and/or 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.

DATA COLLECTION & FIELD INVESTIGATIONS: During this phase all information and data relevant to the study will be collected. This includes, but is not limited to, the following: Existing facility as-built plans and future sewer system improvement plans, historical system flows, lidar and land survey data, aerial photography maps, existing sugar road street studies, inventory of existing infrastructure, such as the sewer system master planning, sanitary system demands, historical records, water and sewer utility mapping, USFWD Wetland Mapping, FEMA floodplain maps, land use maps, USGS soils maps, etc. Extensive field investigations will also be performed during this phase to determine conditions of existing infrastructure, condition of the roadways, and whether any water & wastewater infrastructure will have to be relocated within the project vicinity.



COST ESTIMATING & VALUE ENGINEERING: Providing an accurate cost estimate forms the backbone of any successful project, by ensuring that resources are allocated efficiently and that project stakeholders have realistic expectations. Our team will conduct a quantity takeoff, which involves counting and measuring materials required for each part of the project. This includes things like concrete, steel, asphalt, and other construction materials. We

undertake a **value engineering analysis** to identify and eliminate unnecessary costs while preserving essential functions and quality. After reviewing all factors, our engineers will create a comprehensive cost estimate, which includes a detailed breakdown of all costs (materials, labor, equipment, overhead, etc.). This estimate can be used by contractors for bidding purposes, or by project owners to secure funding.



ENVIRONMENTAL INVESTIGATIONS: During this phase, as per funding requirements, an environmental investigation may have to be conducted 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. The purpose of the assessment is to identify possible environmental effects, suggest remedies to deal with adverse effects, and to predict if these remedies will be successful. An assessment that indicates a potential for substantial and/or long- lasting environmental damage can lead to modifications of the proposed project or its outright cancellation.

A successful environmental assessment produces a project that has been conceived and implemented considering the environment, and so which results in minimal environmental impact or impacts that can be remediated or anticipated.

ARCHEOLOGICAL INVESTIGATIONS: The Texas Historical Commission (THC) conducts archaeological investigations, if required, to preserve and interpret Texas's rich cultural heritage, focusing on identifying, excavating, and documenting archaeological sites across the state. These investigations help protect significant historic and prehistoric resources, ensure compliance with state and federal laws, and contribute to educational and preservation efforts. The THC collaborates with researchers, tribes, and communities to conduct fieldwork, analyze findings, and develop management plans that safeguard archaeological sites while promoting public awareness and appreciation of Texas's diverse history. In the event of an Archeological Survey is requested by the Texas Historical Commission (THC), we have a track record of working with THC and have successfully completed Archaeological Surveys in our recent projects.



TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

Milestone 2.0

- ✓ **Lift Station Analysis & Layouts**
- ✓ **Condition Assessments**
- ✓ **Conceptual Site Plans & TCEQ Compliance**

Lift Station Analysis & Conceptional Layouts:

Concentration on the understanding and implementation of best use parameters for the proposed project design:

1. **Complete Evaluation**: Assess existing lift station system capacities with factoring in future growth and recommend an implementation plan for design, construction, and operations.
2. Existing Process Analysis & TCEQ Compliance: Assess organic odor and pumping capacity issues, then proceed to make recommendations for design improvements.
3. New and Innovative Treatment Technologies: Analysis of the current and new lift station sewer system, and determine whether new and innovative technologies may be a better suited application.
4. Present **design/equipment alternatives** that may be feasible to the project, and could provide significant saving on operation and power costs.
5. Present design/equipment alternatives that could be used to **convert/retrofit** existing systems to provide better efficiency by the use of up-to-date technologies and cost savings in the wastewater industry

Understanding of the Existing Condition: Lift Station No. 4

Lift Station No. 4 currently has three large 8-inch Submersible Pumps each estimated rated at an estimated 1,800 gpm. One pump is designed to pump peak flows and is currently being discharged into the sewer system. Two 24-inch and 15" diameter gravity mains and one 8-inch gravity line from the new adjacent subdivision currently discharge into Lift Station No. 4's wet well. Lift Station No. 4 discharges parallel through a 24" sanitary sewer line on the northside of the adjacent subdivision. The lift station currently has a 12' diameter wet well in need that is deteriorating and needs to be replaced.

The Lift Station No. 4 current condition is as follows:

- Lift Station needs extensive study/analysis to determine the best suitable options to meet City's needs
- Electrical system and controls are outdated and in poor condition and are failing
- One of the submersible pumps is currently in poor condition and is significantly old. The other pump was replaced 7 years ago, but its condition is marginal
- Existing wet well may be undersized- for the flows currently being discharged and pumped from the Lift Station
- Existing concrete roof structure is possibly deteriorating from the excessive hydrogen sulfide gases due to uncoated or deteriorated concrete coatings.
- Existing wet well is not located adjacent to existing homes and alley, which is not ideal and is not aesthetically pleasing to the new adjacent subdivision development.

- The Lift Station possibly has excessive odor issues where adjacent neighbors have complained of odors being expelled from the Lift Station storage of treated effluent prior to system pumping downstream.



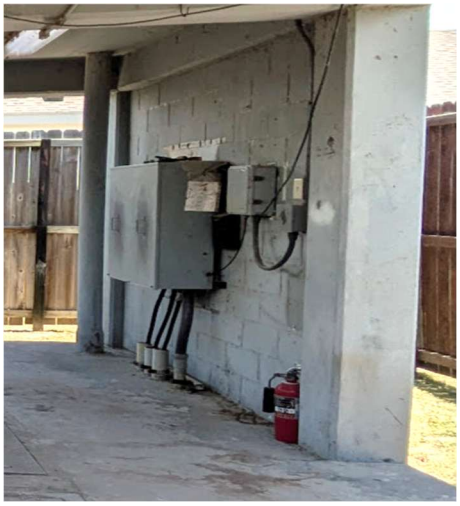
Worn Submersible Pump Equipment Needing Replacement



Receiving Manhole is in Deteriorating Condition



Pump Hoisting for Maintenance is Deteriorating

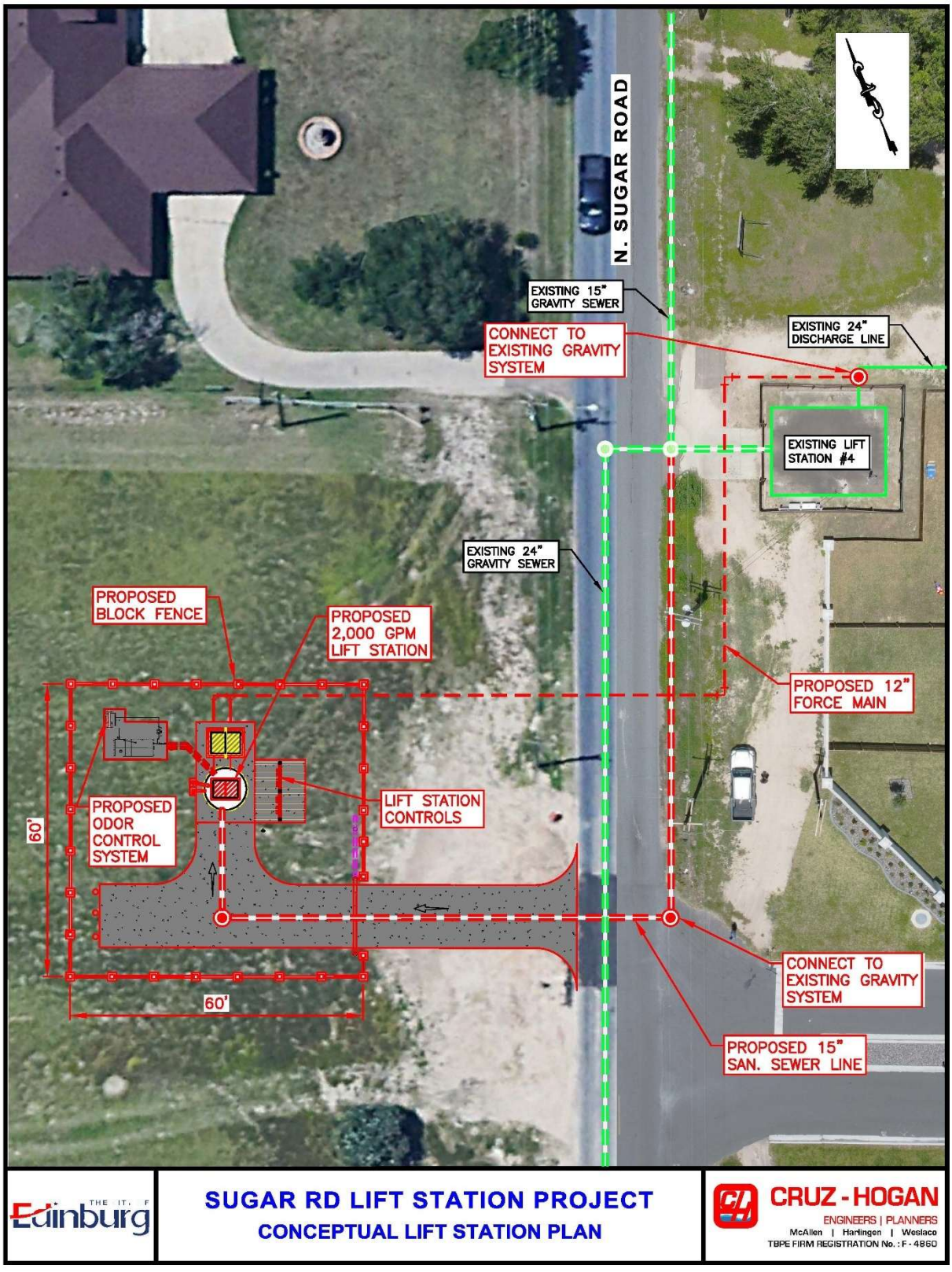


Outdated Electrical Components

Proposed New Lift Station Components:

- New Tri-Plex/Quad Plex Station across Sugar Rd on Vacant lot
- Cost Saving Variable Frequency Drive (VFD's)
- New Innovative Odor Control Unit
- Aesthetically Pleasing Block CMU Wall
- Estimated Average Flow of LS No.4: 1,800 - 2,000 Gallons Per Minute
- Estimated Design Flow with "Peak" with Growth Factor: 2,800 Gallon Per Minute

See the following next pages showing CRUZ-HOGAN's in depth conceptional overall layout and site plan.


N. SUGAR ROAD
EXISTING 15" GRAVITY SEWER
CONNECT TO EXISTING GRAVITY SYSTEM
EXISTING 24" DISCHARGE LINE
EXISTING LIFT STATION #4
EXISTING 24" GRAVITY SEWER
PROPOSED BLOCK FENCE
PROPOSED 2,000 GPM LIFT STATION
PROPOSED 12" FORCE MAIN
LIFT STATION CONTROLS
PROPOSED ODOR CONTROL SYSTEM
60'
60'
CONNECT TO EXISTING GRAVITY SYSTEM
PROPOSED 15" SAN. SEWER LINE
Edinburg
SUGAR RD LIFT STATION PROJECT
CONCEPTUAL LIFT STATION PLAN
CRUZ - HOGAN
ENGINEERS | PLANNERS
McAllen | Harlingen | Weslaco
TBPE FIRM REGISTRATION No. : F - 4860

Design & TCEQ Wastewater Compliance:

CRUZ-HOGAN *Consultants, Inc.,* will be tasked with 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, drainage improvements plans, traffic control plans and sequence of work notes, TCEQ required Storm Water Pollution Prevention Plan (SWPPP) plans and notes, and miscellaneous storm water, water, & 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, and other public or private entities. Review meetings will be held to discuss and review the plan submittals. All horizontal utility conflicts will be identified at 30% and by 60% milestones, any vertical information that may be required will either be provided by the utility companies or other record documents. By the 90% milestone, utilities will be expected to provide a plan of action for any potential adjustments that may be required.

CRUZ-HOGAN will take on the task of TCEQ domestic wastewater sanitary sewer compliance and authorization, which typically outlines the technical basis for the proposed improvements, ensuring compliance with Texas Pollutant Discharge Elimination System (TPDES), or Texas Land Application Permit (TLAP) requirements.

Milestone 3.0

- ✓ **Construction & Project Management**
- ✓ **Addressing Change Orders & Weather Delays**
- ✓ **Quality Control & Quality Assurance**
- ✓ **Workload and Availability**

CONSTRUCTION & PROJECT MANAGEMENT: 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 site 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 (RFI's) 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.

ADDRESSING CHANGE ORDERS & WEATHER DELAYS: CRUZ-HOGAN *Consultants, Inc.* will effectively communicate between all stakeholders including contractors, architects, city staff, and community members. Regular meetings will be held to discuss project status, address any emerging issues, and identify potential changes early. Our engineers will document by tracking changes and their impacts. We will ensure that all original plans, specifications, and contracts are well-organized and accessible. When a change order arises, we will document the rationale behind the change, including any relevant codes, regulations, or feedback from City administration. Our meticulous record-keeping will provide clarity and support claims if disputes arise later.

CRUZ-HOGAN will be proactive in addressing rain-related issues to ensure projects stay on track and within budget. Contractors and engineers will utilize a weather forecasting service to plan and prepare any major impact on project schedules. Upon developing a construction schedule, we will incorporate non-work days to the work calendars to show which workdays might be lost due to inclement weather. Adding an "adverse weather" activity to the project schedule with incorporate a duration equal to the anticipated weather-related workdays.

Quality Assurance & Quality Control (QA/QC)

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 Analysis:*** 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.

The success of CRUZ-HOGAN's QA/QC Program is that it incorporates the five founding criteria in a three-level review process. Prior to each submittal, the plans will first be reviewed on the production level. Technicians and draftsmen will review one another's work. The second level of review will be done by the Project Engineers and EIT's. A full set of plans will be reviewed by each of the engineers and EIT's working on the project. They will cross-reference each other's comments and redlines prior to revisions. The final level of review is by the Project Manager, Deputy Project Manager, and QA/QC Manager. They also will cross reference each other's comments and redlines prior to revisions.

- Throughout the QA/QC Process, the design and consideration of roadway 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.

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.

We are hereby committed and have the ability to commence services immediately after successfully negotiating a contract for engineering services.

SECTION 6

References, Comprehensive Resumes, Insurance & Required Forms

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.

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.

See Refences on Next Page:

REFERENCES

Clients	Contact Person	Projects
Olmito Water Supply Corporation 101 Clara Bennett Dr. Olmito, TX 78575	Tomas Tamayo - General Manager (956) 233-4021 ttamayo@olmitowsc.com	• Wastewater Lift Station Projects • Water & Wastewater Projects • Water/Wastewater Master Studies
City of McAllen Public Utility 1300 Houston Ave. McAllen, Texas 78501	Marco A. Vega, P.E. General Manager (956) 681-1630 mvega@mcallen.net	• Wastewater Lift Station Projects • Utility Relocation Projects • Lift Station Improvements
El Jardin Water Supply Corporation 1725 N Indiana Ave, Brownsville, TX 78521	Mario Flores – Assistant General Manager (956) 831-9981 mflores@eljardinwsc.com	• Water & Wastewater Projects • Water Elevated Storage • Water/Wastewater Master Studies
City of Alamo, Texas 420 N Tower Rd, Alamo, TX 78516	Bobby Salinas City Manager (956) 787-0006 bsalinas@alamotexas.org	• Wastewater Lift Station Projects • Water/Wastewater Master Studies • Utility Relocation Projects
Harlingen Water Works System 134 E Van Buren Ave, Harlingen, TX 78550	Jon Hedegard - Wastewater Director 956-440-6515 jhedegard@hwws.com	• Water & Wastewater Projects • Wastewater Studies • Wastewater Permitting
City of Weslaco, Texas 255 S. Kansas Ave. Weslaco, Texas 78596	Javier Salinas - City Manager (956) 968-3181 xsalinas@weslacotx.gov	• Lift Station Projects • Water & Wastewater Projects • WWTP Facilities
Town of Laguna Vista 122 Fernandez St. Laguna Vista, Texas 78578	Victor Treviño - City Manager (956) 456-7573 cm@lvtexas.us	• Eco Tourism Lift Station • Water & Wastewater Projects • W/WW System Studies
City of San Juan, Texas 512 S Nebraska Ave, San Juan, TX 78589	Juan Martinez – Utility Director 956-223-2301 jmartinez@sjtx.us	• Lift Station Projects • Water & Wastewater Projects • WWTP Facilities

COMPREHENSIVE 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:

- Weslaco ISD and City of Weslaco Regional Detention Facility
- Parking Lot Improvements Projects for PSJA ISD 2023-2025
- San Benito CISD Parking Lot Improvement Projects 2001-2006
- 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 Sewerline 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
- 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

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 (Process Water/Wastewater)
- Environmental Assessments



Mr. Cruz is currently serving as a Project Manager for our local Harlingen office and has over 15 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 infrastructure, transmission, distribution, wastewater collection systems, streets & drainage, and capital improvements including the following projects:

SUMMARY OF RELATED EXPERIENCE:

- Weslaco ISD and City of Weslaco Regional Detention Facility
- Parking Lot Improvements Projects for PSJA ISD 2023-2025
- Olmito Water Supply Corp –2022 New 1.25 MGD Wastewater Treatment Plant – Plant Hydraulics, Process Design, Environmental Clearence
- 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, Process Design, Environmental Clearence
- 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 WaterGems Bentley Software
- 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

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 39 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

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



Mr. Lopez has more than 12 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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Geoff Bollert **PHONE (A/C, No, Ext):** 360-598-5022 **FAX (A/C, No):** 360-598-5022 **E-MAIL ADDRESS:** geoff.bollert@assuredpartners.com
INSURED Cruz Hogan Consultants Inc 2290 W Pike Blvd., Ste 102 Weslaco TX 78596 CRUZHOG-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Westfield Select Insurance Company / 17105 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1290706019 **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 Liab; Claims Made			ADP-0000117	9/9/2024	9/9/2025	Per Claim Aggregate	$1,000,000 $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

City of Edinburg
415 W. University Drive
Edinburg TX 78541
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

Geoff Bollert

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Policy Number: Date Entered: 09/14/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/4/2025

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 RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	**CONTACT NAME:** **PHONE (A/C, No, Ext):** ( ) - **FAX (A/C, No):** ( ) - **E-MAIL ADDRESS:**
INSURED Cruz-Hogan Consultants, Inc. 2290 W. Pike Blvd Ste. 102 Weslaco, TX 78596	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Property & Casualty Ins Co of Hartford — 34690 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	[X]		46 SBA BT2J1J	6/4/2025	6/4/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	[X]		46 SBA BT2J1J No Owned Autos	6/4/2025	6/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46 WBC AB7729	7/30/2024	7/30/2025	[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

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

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

Certificate holder as additional insured on general & hired non-owned auto liabilty when required by written contract but only as respects operations of the named insured.

CERTIFICATE HOLDER

City of Edinburg
415 West 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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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: 7/28/25

Company/Vendor Name: Cruz-Hogan Consultants, Inc.

Printed Name and Title: Orlando S. Cruz, P.E., President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Cruz-Hogan Consultants, Inc.
(Full, correct legal name)

- Address: 605 E. Violet Ave., Suite 1
  McAllen, TX 78504
- Telephone/Fax: (956) 682-5022
- Email address: orlando@cruzhogan.net

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

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

4. Where is the Company's corporate headquarters located? McAllen, TX

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

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

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

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

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

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

   Name: Orlando S. Cruz, P.E.
   Address: 605 E. Violet Ave., Suite 1, McAllen, TX 78504
   Telephone: (956) 682-5022
   Fax: N/A
   Email: orlando@cruzhogan.net

8. Surety Information

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

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

7/24/25

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Orlando S. Cruz, P.E., the undersigned representative of Cruz-Hogan Consultants, 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:

Orlando S. Cruz, P.E., President

TYPE/PRINT NAME AND TITLE:

7/28/25

DATE:

SENATE BILL 13 VERIFICATION

I, Orlando S. Cruz, P.E., the undersigned representative of

Cruz-Hogan Consultants, 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:

Orlando S. Cruz, P.E., President

TYPE/PRINT NAME AND TITLE:

7/28/25

DATE:

SENATE BILL 19 VERIFICATION

I, Orlando S. Cruz, P.E., the undersigned representative of Cruz-Hogan Consultants, 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:

Orlando S. Cruz, P.E., President

TYPE/PRINT NAME AND TITLE:

7/28/25

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Orlando S. Cruz, P.E., being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Cruz-Hogan Consultants, 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 President

Subscribed and sworn to me this 28 day of July 20 25

By: _____

Notary Public

ISABEL C LARA
Notary Public
STATE OF TEXAS
Notary ID# 10559255
My Comm. Exp. 09-21-2028

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

Cruz-Hogan Consultants, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

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

N/A

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

N/A ☐ Yes ☐ No

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

N/A ☐ Yes ☐ No

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

N/A

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

7

Orlando S. Cruz, P.E.		7/28/25
Name of signatory	Signature	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.

[GUARDIAN ENGINEERING ENTERPRISES, LLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Guardian Engineering Enterprises, LLC Response

CONTACT INFORMATION

Company:
Guardian Engineering Enterprises, LLC

Email:
mharris@guardianengent.com

Contact:
Mark Harris

Address:
14150 Huffmeister Road
Suite 200-112
Cypress, TX 77429

Phone:
(877) 757-0784

Website:
https://guardianengent.com/

Submission Date:
Jul 26, 2025 3:36 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Guardian_Proposal-Liftstation_#4_&_Sewer_Line_Upgrades.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Guardian_Eng_COI-City_of_Edinburg.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_Disclosure-_GEE.pdf
CONFLICT_OF_INTEREST_-_GEE.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_(1).pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION-GEE.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-GEE.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-GEE.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...

Non-Collusion_Affidavit.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CONFLICT_OF_INTEREST_-_GEE.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes

GUARDIAN ENGINEERING

(877) 757-0784
info@guardianengent.com
14150 Huffmeister Road Suite 200-112
Cypress, TX 77429

Guardian Engineering Enterprises, LLC certifies that the engineering concepts, technical data, and commercial proposals outlined in this document are provided by and proprietary to Guardian Engineering Enterprises, LLC.

TO: **Gerardo Carmona – Director of Utilities**
City of Edinburg, TX

FROM: **Mark Harris – CEO**
GUARDIAN ENGINEERING ENTERPRISES, LLC

DATE: **July 11, 2025**

Subject: **SOQ for Engineering and Project Management Services for Design of Lift Station #4 and Sewer Line Upgrades**

Dear Mr. Carmona,

Guardian Engineering Enterprises, LLC is honored to present this compelling proposal in response to RFQ 2025-004. We are confident that our decades of multidisciplinary engineering expertise, proven track record of successful infrastructure projects, and deeply ingrained commitment to project excellence uniquely position us as the best-qualified firm to deliver the Lift Station #4 and Sewer Line Upgrades project for the City of Edinburg.

Why Guardian Engineering is the Right Choice for Edinburg:

1. Proven Excellence in Water and Wastewater Infrastructure
We have consistently delivered superior results across a range of water and wastewater system projects, including the Ocean Point Terminal, City of Houston water initiatives, and Alexander Orr Water Treatment Plant. Our experience extends from concept through commissioning, with a focus on resilience, sustainability, and compliance.

2. Deep Bench of Licensed Professionals and SMEs
Our team includes over 20 licensed engineers with specialized expertise in civil, mechanical, electrical, and structural disciplines. Our staff includes PE-licensed engineers across multiple states, PMP-certified project managers, and certified systems designers. This bench of experts ensures you have the right knowledge at every stage of the project.

3. Capacity and Readiness to Deliver
Guardian currently has the workforce capacity and bandwidth to execute this project within schedule and budget. Our civil engineering group and design team are immediately available to engage, with robust project management tools in place to ensure transparency and efficiency.

4. Track Record of On-Time, On-Budget Delivery
We are proud of our consistent record of completing complex projects ahead of schedule and under budget. We

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achieve this through proactive planning, clear communication, rigorous QA/QC, and schedule-driven resource alignment.

5. Sophisticated Project Execution Approach
Our proprietary execution methodology includes:

- Kickoff workshops with stakeholders to refine scope and constraints
- Dedicated SME teams for each technical component (pumping systems, sewer lines, permitting, etc.)
- 3D BIM modeling to eliminate design clashes
- Iterative technical peer reviews at 30/60/90% design
- Integrated project scheduling with built-in regulatory milestones
- Collaborative platforms to coordinate with contractors and utility stakeholders

6. Commitment to Quality, Safety, and Stakeholder Engagement
Our comprehensive QA/QC plan, safety-first design practices, and proactive stakeholder coordination strategy reduce risk and enhance project outcomes. We prioritize communication with the City, residents, and utility partners throughout construction.

7. Relevant and Recent Success Stories
Projects such as the Ocean Point Marine Dock rehabilitation and recent engagements with Harris County and the City of Houston illustrate our ability to lead high-impact, regulatory-compliant, and community-sensitive infrastructure projects.

8. Locally Attuned, Nationally Respected
While we bring national experience, we are Texas-based and have extensive familiarity with TCEQ, PUCT, and the City of Edinburg's permitting and infrastructure design requirements. We will incorporate local design codes, resilience goals, and community needs.

We respectfully urge the City of Edinburg to select Guardian Engineering Enterprises, LLC as your trusted partner for this essential infrastructure improvement. We are ready to begin immediately and committed to ensuring the project delivers exceptional performance and long-term value to your community.

We appreciate the opportunity to serve Edinburg and look forward to partnering with you to advance the reliability and sustainability of the city’s wastewater systems.

Sincerely,
Mark K. Harris
Chief Executive Officer
Guardian Engineering Enterprises, LLC

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info@guardianengent.com
14150 Huffmeister Road Suite 200-112
Cypress, TX 77429
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5.1 Proposal

Relevant Consulting Experiences

Guardian Engineering Enterprises, LLC is pleased to provide the following information referencing the capacity of Guardian to provide the required engineering and project management support as defined in the City of Edinburg, TX, Request for Quote RFQ 2025-004. Guardian Engineering comprises numerous engineers and project managers with decades of experience in water and water treatment and across various other industries. We have the knowledge and expertise to develop, design, and oversee the Edinburg TX Wastewater Pump Station project to execute your efforts to improve the quality and reliability of your residents. We will effectively work with the city to listen to your needs, gather information, and develop options and budgets that will effectively achieve the desired results within the allowable schedule and budget provided. We will integrate safety, operability, and reliability into every project to ensure the long-term success of each opportunity. We aim to partner with every client, allowing Guardian to anticipate your needs and effectively improve our performance on each successive project.
We look forward to working with the City of Edinburg to provide better quality and service while reducing operating costs through more efficient and reliable systems.

Guardian Engineering Engineers and Designers have extensive experience spanning decades in process and piping systems, including water and wastewater systems. We can perform the evaluation, engineering, and design of these systems and provide project management services to ensure the effective and safe execution of projects from concept to completion while saving the last bit of technical data to the record-keeping systems. The skills we have acquired throughout the industry will provide experiences that cannot be matched and will aid in performing a multiphase approach to executing projects, saving time and money, finding value engineering, and eliminating the pitfalls of project execution. Our staff has extensive experience in a variety of industries and locations in the design and installation of Tanks, Piping (ISBL/OSBL/Public Areas), and pumping systems for all needs. We have

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on-staff individuals who specialize in water and wastewater treatment and design and can respond to the unique needs of each part of the systems defined in the RFQ to provide the knowledge needed in the design of new equipment or improvements/replacements with options that will effectively solve the need with budget and schedule options as required. These individuals will listen to the needs described and evaluate the present system before moving forward with developing options for the stakeholders.

Guardian Engineering and our associates have worked on a variety of Federally/State/Local funded projects in the past. Guardian Engineering has worked on Coast Guard projects along with Air Force and Air Force Reserve bases, providing engineering and project management support for upgrades, maintenance, and repairs to the fueling systems. Our associates have worked on road and highway projects, FEMA sediment removal from Hurricane Harvey, and other restoration projects for rivers and tributaries. Along with architectural, civil, and structural design, which are associated with government projects.

GUARDIAN ENGINEERING

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Guardian Engineering Project Team
Org Chart and High-Level Personal / SME Experience Chart.

Mark Harris - CEO

Engineering Lead	Architecture Lead	Project Management Lead	Project Controls Lead
Jacob Kusmertz	*Jonathan Clark*	*Chad Hendrickson*	*John W. Daniels*
Team	Team	Team	Team
Keith Redmond	Eugenio Hernandez	Anthony Harrell	Emily Chabot
Mark Braxton	Magaly Pena	Victor Jorge	Joshua Harris
Quinton Presley	Brittany Hobb	Fred Brown	Allen Staffer
N. Kameron Khan	Rodolfo Espina	Marlin Gwei	Jacqueline Utecht
Hieu Ha	Raquel Garrido	James Brady	
Matthew Finney	Jamarvis Boykin	Shanae Brooks	
Kellen Muldoon		Jason Stump	

Personnel Qualifications and Experience

Name/Position	Experience	Yrs Exp	Type of LIC
Asiedu, Saka - Civil Eng	BS-CE	17+	PMP
Atatch, Fedelis Oke - Civil Eng	BS-CE Remediation and Flood Control	15	PE-TX
Barrales, Juan - Designer	BS-Eng Design	11	CSEP
Borra, Gupta- Civil Eng	MS-CE Signals, Traffic Simulation, TMS	30+	PE: TN, NB, MS, MO, GA, TX
Boykin, Jamaruis - Arch Eng	BS-Architecture & Arch Eng	13	PMP
Braxton, Mark - Civil Eng	MS - Structural Eng	27	PE: IL, FL, IN & PMP
Clark, Jonathan - Arch Eng	MS-Architecture	14	Reg Arch: GA, TN, NC, AL, MI, MD PE: GA, TN, NC, AL, MD
Finney, Matthew - Mech Eng		19	PE: TX, OK, PA
Forehand, Adam - Elect Eng	BS-EE	20	PE: TX, GA
Harris, Mark - Mech Eng (CEO)	MS-ME	30+	PMP, & Risk Mngmt
Hendrickson, Chad - Mech Eng/Proj Mgr	BS -ME, MBA	30+	PMP
Hernandez, Eugenio - Arch Eng	MS-Architecture	34	Reg Arch: FL, PR, NY, NV

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Hunter, Taileah - Civil Eng	Light Rail Systems / Transportation, BS-CE	20	PE: TX, WA, IL
Kosmoski, Mark - Civil Eng	BS-CE	30+	PE-TX
Kusmertz, Jacob - Mech Eng	BS-ME	14	PE: TX
Larose, Timothy - Mech Eng	BS-ME, MS-Fire Protection	25	Fire Protection PE: RI, MA, NY, NJ, CA, CN, OH, FL, VT, ME, GA, PA, AL, NH, SC
Leaver, Chris - Mech Eng (Fire Protection)	BS-ME	29	PE: MN, CA
Luo, Jun - Mech Eng	PHD-ME	16	PE-TX
Posey, Kaleb - Elect Eng	BS - EE	10	PE: GA, MA, NC, SC, RI, SD, UT, VT
Presley, Quinton - Elect Eng	BS-EE	14	PE- 11 States
Pyrtle, Frank- Mech Eng	PHD-ME	29	PE: FL, TX
Redmond, Keith - Mech Eng	BS - ME / Locomotive Maint.	20	PE: TX, IL
Rivas, Eugenio - Designer	AS-Eng Design	10	CSEP
Zhou, Taka - Arch Eng/Design	Arch-Eng Design	8	CSEP

Resumes available upon request

Current Capabilities:

1. Current Workload and Availability

Guardian Engineering currently has the capacity to take on projects of this nature and size. Our Civil Engineering Group, along with our Designers, has available hours to successfully meet the needs for review and approval, design, permitting, and construction support. We have previously executed projects with quick-to-market timelines, including those associated with Federal, State, and Local Government agencies. Below are a few examples of recent projects completed by Guardian.

In the Ocean Point Terminal's Marine Dock 1 Reinstatement project in St. Croix, U.S. Virgin Islands, Guardian Engineering Enterprises led the full design and rehabilitation of the dock lines, including a potable water distribution system that supports critical dock operations. Our team re-routed and replaced aging pipelines, structural supports, walkways, power systems, and controls. As part of the potable water system, new backflow prevention systems were implemented, and modern metering infrastructure was integrated—all in compliance with U.S. Virgin Islands potable water regulations and maritime health standards. Additionally, we worked on design modifications to the ship bilge water sewer system connected to the terminal's water treatment facilities. We replaced the sewer lines and tied them into

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existing infrastructure, which we evaluated for both process design and structural integrity. The result was a resilient, environmentally compliant water system that ensured uninterrupted service throughout construction and beyond. This project showcased our technical capabilities and our ability to operate effectively in environments where uptime and public health are critical.

Building on this success, Guardian Engineering and our associates have continued to deliver impactful water system solutions across the U.S. mainland. We have contributed to large-scale infrastructure projects, including the Alexander Orr Water Treatment Plant and several major initiatives for the City of Houston's water systems. These efforts involved 3D modeling and renderings, equipment upgrades, and the installation of large-diameter water pipelines. Our teams provided comprehensive services, including the design and integration of tanks, pumps, controls, and distribution systems.

In each project, our approach emphasizes precision engineering, stakeholder alignment, and sustainable design. These qualities have established us as a trusted partner for complex water infrastructure improvements, from early planning and scope development to permitting, funding requests, construction oversight, and final commissioning.

Most recently, Guardian Engineering was selected by the City of Houston and the Harris County Office of the County Engineer to provide engineering services for roadway and mobility infrastructure projects. A critical part of our role includes coordinating with potable water systems. We are responsible for identifying and addressing utility conflicts, ensuring uninterrupted access to hydrants and valves, and incorporating resilient water system upgrades into broader infrastructure designs. Our close coordination with local water authorities helps to mitigate construction risks and support long-term water system integrity.

2. Capability to Meet Schedule and Deadlines

Here are some high-level examples of projects completed by Guardian Engineering Enterprises that met or exceeded deadlines over the past few years. By collaborating closely with our customers, establishing a strong communications plan, developing a detailed scope of work and schedule, and placing subject matter experts with extensive experience in the appropriate roles, we can avoid common pitfalls that lead to delays or rework on projects while still meeting our customers' needs and expectations.

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Schedule Compliance
10 most relevant completed projects

Project 1	Design Phases				Construction Phase	
Siloam Health Medical Clinic Nashville, TN	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Contract Completion Date	X	X	X	X		
Actual Completion Date On-Time						

Explanatory Note:

The project team-maintained schedule adherence through systematic milestone tracking and efficient resource allocation, while coordinating closely with regulatory bodies for seamless permitting processes.
The Team served as both the lead design firm and general contractor, providing comprehensive planning, architectural design, and medical facility compliance consulting. The scope encompassed modern LED lighting systems, enhanced security infrastructure, and mechanical systems upgrades.

Project 2	Design Phases				Construction Phase	
Grady Health System – OR Platform Renovation and Expansion, Atlanta, GA	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Contract Completion Date	X	X	X	X		
Actual Completion Date On-Time						

Explanatory Note
This active project encompasses adding six new OR suites, expanded pre-operation facilities, and significant upgrades to existing operating rooms and PACU beds. Working alongside The Beck Group and SSR, we provided specialized plumbing engineering and fire protection services essential to the facility's modernization.
Schedule maintenance relies on a strategic phased implementation approach, minimizing disruption to ongoing hospital operations through coordinated systems integration and careful scheduling of critical path activities.

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Project 3	Design Phases				Construction Phase	
Atlantic Aviation New Terminal *Nashville Airport Authority* *Nashville, TN*	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Contract Completion Date		X	X			In Progress
Actual Completion Date On-Time						

Explanatory Note

This project includes a 12,700 SF general aviation executive terminal and a 34,100 SF hangar/office complex on an 11.42-acre site. The terminal features amenities such as a spacious lobby, conference rooms, a pilot lounge, VIP lounge, and a café. Provided LEED commissioning and construction administration services to ensure that the terminal meets modern sustainability standards.

Project 4	Design Phases				Construction Phase	
BNA Concourse A Reconstruction *Metro Nashville Airport Authority* *Nashville, TN*	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Contract Completion Date	X	X	X			
Actual Completion Date Ph 1 On-Time						

Explanatory Note

The new 10-gate concourse will be a landmark project as part of the Metropolitan Nashville Airport Authority's (MNAA) $1.4-billion New Horizon capital program. To accommodate ongoing growth in passenger volumes, MNAA is expanding Concourses A and D, constructing a new air freight facility, and implementing various airfield capacity upgrades.

-Supporting Fentress Architects by providing Tenant Enabling for Phases 1 & 2 of BNA Concourse A Reconstruction:

- Phase 1 Design – The enabling design schedule for phase 1 is 2023- 2025. Assisting with Construction Administration Services and Enabling for Phase 1.
- Phase 2 Enabling – Will coordinate Final Airline relocation(s) back to Concourse A and Infill vacated hold rooms at other concourses. We will complete relocations in 2028.

Project 5	Design Phases				Construction Phase	
BNA Concourse D Expansion *Metro Nashville Airport Authority* *Nashville, TN*	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Contract Completion Date						In Progress
Actual Completion Date On-Time						

Explanatory Note

A major $250 million expansion of Concourse D at Nashville International Airport, part of the New Horizon Program. This 190,000 SF extension includes five new gates, new concession areas, art spaces, restrooms, and passenger hold rooms. High-end finishes ensure seamless integration with the existing concourse. A partnership with Fentress Architects, is providing architectural and construction administration services to ensure the projects meet LEED v4 BD+C certification standards. The expansion is designed to improve passenger movement and capacity while keeping the airport fully operational.

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Schedule Compliance
10 most relevant completed projects

Project	Design Phases				Construction Phase	
	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Hot Oil System Design and Installation *St. Croix, USVI*						
Contract Completion Date 4/24		9/23	10/23	12/23	1/24	4/24
Actual Completion Date 4/24						

Explanatory Note
Guardian supplied: Laser Scanning, Civil, Structural, Electrical & Controls, and Mechanical Design along with Procurement, Project Management and Oversight, Scheduling, Logistics. Project was a quick to market to meet the customer's requirements. Delivered on time and 3% under budget

Project	Design Phases				Construction Phase	
	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Marine Dock 1 Reinstatement *St. Croix, USVI*						
Contract Completion Date 1/24		7/23	8/23	9/23	9/23	1/24
Actual Completion Date 1/24						

Explanatory Note
Completed 1 week early using just in time design and 2% under budget using value engineering

Project	Design Phases				Construction Phase	
	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Air Unit Expansion FEED *Kankakee, IL*						
Contract Completion Date 1/25	8/24					
Actual Completion Date 1/25						

Explanatory Note
Performed a FEED for expansion of an existing Air System, completed a week early and 2% under budget

Project	Design Phases				Construction Phase	
	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Nuclear Reactor Boiler Inspection and Engineering (location classified)						
Contract Completion Date	X					
Actual Completion Date On-Time						

Explanatory Note
Work completed 3 days early within 1% of original budget

Project	Design Phases				Construction Phase	
	Study/ Analysis	Preliminary Design	Design	Working Drawings	Construction Start	Substantial Completion
Cypress Intersection Improvements – Harris County, TX						
Contract Completion Date		X				
Actual Completion Date 2023						

Explanatory Note
Survey work completed on time and on budget

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3. Capability to Complete Projects On-Budget

Guardian Engineering places significant emphasis on developing and defining a clear Statement of Work (SOW) and Work Breakdown Structure (WBS) with thorough reviews and approvals from customers and stakeholders. This process establishes a baseline for creating a resource-based schedule that, when combined with initial engineering equipment requirements, defines a baseline budget for the customer.

By utilizing these project management tools and ensuring that qualified personnel supervise and execute the work while maintaining communication with customers and other stakeholders, we keep projects on track, including adherence to budgetary constraints. Below is a list of recently executed projects where Guardian has successfully met or exceeded budget expectations.

Budget Compliance **10 most relevant completed projects**		
Hot Oil System Design and Installation	Project 1	Comments:
Owner's Budget	$500,000	Budget for A&E Services ONLY
A/E Cost Estimate	$485,500	
Successful Respondent Amount	$350,895	Expedited schedule forced us to try innovative design methods to account for schedule changes.
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$-149,105	
Marine Dock 1 Reinstatement St. Croix, USVI	Project 2	Comments:
Owner's Budget	$500,000	
A/E Cost Estimate	$863,036	This proposal included Project Management, Procurement and Commissioning Services.
Successful Respondent Amount	$500,000	
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$ 0	However, the total cost of the A&E (Procurement and Commissioning Services) $845,389.
Union Pacific Railroad (Pocatello Fuel System Design)	Project 3	Comments:
Owner's Budget	$300,000	
A/E Cost Estimate	$113,505	
Successful Respondent Amount	$113,505	
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$186,495	Project delayed due to the recent restructuring of UP Organization
Air Unit Expansion FEED Kankakee, IL	Project 4	Comments:
Owner's Budget	$350,849	
A/E Cost Estimate	$267,549	
Successful Respondent Amount	$267,549	
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$83,300	Currently Project Phase 1 is completed the remainder of the project is currently on hold;

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Atlantic Aviation New Terminal Nashville Airport Authority Nashville, TN	Project 5	Comments:
Owner's Budget	$100,055	
A/E Cost Estimate	$100,000	
Successful Respondent Amount	$100,055	
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$-55	

Hot Oil System Design and Installation (Project Management)	Project 6	Comments:
Owner's Budget	$200,000	
A/E Cost Estimate	$168,000	
Successful Respondent Amount	$168,000	
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$32,000	

Marine Dock 1 Reinstatement St. Croix, USVI (Project Management)	Project 7	Comments:
Owner's Budget	$250,000	
A/E Cost Estimate	$225,000	
Successful Respondent Amount	$225,000	
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$25,000	

Nuclear Reactor Boiler Inspection and Engineering (location classified)	Project 8	Comments:
Owner's Budget	$45,000	
A/E Cost Estimate	$39,622	
Successful Respondent Amount	$39,622	
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$5,378	

Benko (Calumet Terminal) Structural Engineering Analysis	Project 9	Comments:
Owner's Budget	$45,250	
A/E Cost Estimate	$24,273	
Successful Respondent Amount	$24,273	
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$24,273	

National Industrial Maintenance, Inc; Engineering & Architectural Maintenance Building-Mezzanine	Project 10	Comments:
Owner's Budget	$70,000	
A/E Cost Estimate	$47,000	
Successful Respondent Amount	$47,000	
Construction Contract Amount	$0	
Final Construction Cost	$0	
Difference Between Initial Owner Budget and Contract Award	$23,000	

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4. Project Time-Line with Decision Points

Outline of Process to Implement RFQ SOW Requirements into a Finished Project

A. Approach to Professional Services with Technically Complicated Scopes

Step 1: Scope Clarification & Kickoff Workshop

- **Facilitate integrated project kickoff** with stakeholders to define scope, priorities, constraints, and end-user needs
- **Use system mapping and risk registers** to identify complicated technical requirements early
  - Aging infrastructure
  - Historic preservation
  - Specialty equipment

Step 2: Assemble Specialized Team

- **Identify and assign subject matter experts (SMEs)** for complex areas:
  - Permitting specialists
  - Sewer lines and pump stations
  - Treatment facilities
  - Hazardous materials
  - Secure facilities
- **Confirm comprehensive technical expertise coverage:**
  - Civil engineering
  - Structural engineering
  - Sewer lines and pumping systems
  - Treatment systems
  - Accessibility compliance
  - Safety systems

Step 3: Advanced Design Charrettes

- **Conduct targeted multi-disciplinary charrettes** to evaluate options and design approaches
- **Develop Basis of Design documentation** outlining key performance requirements and constraints

Step 4: Technology-Enabled Modeling

- **Implement Building Information Modeling (BIM)** for early clash detection and system coordination
- **Use 3-D modeling** of existing and new infrastructure to:
  - Avoid field issues
  - Confirm systems meet present and future needs

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Step 5: Iterative Peer Reviews & Validation

- **Perform discipline-specific technical reviews** at 30%, 60%, and 90% milestones
- **Validate feasibility** through:
  - Lifecycle analysis
  - Constructability assessments
  - Expert peer input

B. Meeting Deadlines and Requirements of Various Government, Utility, and Jurisdictional Authorities

Step 1: Regulatory Pathway Analysis

- **Identify required permits and approvals** early in planning phase:
  - Public Utility Commission of Texas (PUCT)
  - Texas Commission on Environmental Quality (TCEQ)
  - Office of Water Management
  - City of Edinburg, TX
- **Develop jurisdictional requirements matrix** with responsible parties and due dates

Step 2: Schedule Integration

- **Integrate agency deadlines** into master project schedule
- **Highlight regulatory milestones** using milestone tracking system
- **Monitor progress and flag at-risk items**

Step 3: Proactive Permitting Strategy

- **Engage permitting and utility coordination specialists** for early pre-application meetings
- **Submit phased permit packages** where possible to maintain project momentum

Step 4: Communication & Contingency Planning

- **Maintain regular contact** with agency representatives and inspectors
- **Develop contingency scenarios** for permitting delays or utility relocations
- **Allocate schedule float** for regulatory uncertainties

C. Coordination of Complex Projects

(Multiple Discipline Projects including ISBL & OSBL spanning public domain & controlled/owned property)

Step 1: Site-Wide Phasing Plan

- **Develop phasing and logistics plan** for construction without operational disruption
- **Identify requirements for:**
  - Swing space

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- Temporary access routes
- Safety barriers for occupied areas

Step 2: Stakeholder Engagement Plan

- **Coordinate with all affected parties:**
- Local residents and business owners
- Traffic department
- Local police/sheriff departments
- Operations staff
- IT/security teams
- **Address sensitivities:** noise, dust, road access, environmental controls
- **Schedule work around** peak operations and special events

Step 3: Master Coordination Model

- **Use modeling to review constructability** and construction impacts on:
- Residents and businesses
- Schools and utilities
- Traffic patterns
- **Conduct regular multi-discipline coordination meetings** with subconsultants

Step 4: Sequenced Deliverables

- **Develop individual packages** for each section or phase
- **Clearly note dependencies** and shared infrastructure
- **Ensure coordination across packages** to avoid scope gaps

D. Coordination with City of Edinburg, Utilities, and Construction-Affected Parties

Step 1: Early Engagement

- **Schedule pre-submittal and concept review meetings** with City of Edinburg departments:
- Development Services Department (DSD)
- Public Works
- Austin Electric (AE)
- Austin Water
- Austin Fire Department
- **Clarify all permit requirements:**
- Site plan approvals
- Utility tap permits
- Driveway permits
- Tree preservation requirements
- Submission formats

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Step 2: Use Local Experts
- **Engage local consultants** with proven City of Edinburg experience
- **Include permit expeditor** if necessary for complex approvals

Step 3: Alignment with Codes and Initiatives
- **Design to meet City of Edinburg's adopted codes**
- **Consider local priorities:**
  - Resilience initiatives
  - Mobility improvements
  - Environmental justice

Step 4: Submission Management
- **Prepare phased and complete submittal packages**
- **Track reviewer comments** and respond with high-quality revisions
- **Use centralized response matrix** for comment management

E. Working with SSEs, SMEs, Project Controls, and Other Consultants and Contractors

Step 1: Early Integration
- **Conduct onboarding sessions** with key team members:
  - Construction Manager at Risk (CMR)
  - Subcontractor Selection Evaluator (SSE)
  - Project Controls team
- **Establish shared frameworks:**
  - Project objectives
  - Communication protocols
  - Data standards

Step 2: Collaborative Preconstruction
- **Work with CMR during preconstruction** to align:
  - Design with cost models
  - Constructability reviews
- **Include early subcontractor input** for specialty systems:
  - Power systems
  - Land management
  - Fire protection
  - Security systems
  - Mechanical systems

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Step 3: Centralized Collaboration Platform

- **Implement digital project management platform** to track:
  - RFIs (Requests for Information)
  - Submittals
  - Document control
  - Meeting minutes
- **Ensure real-time access and transparency** among all parties

Step 4: Continuous Design-to-Build Alignment

- **Hold regular design coordination meetings** with CMR and trade contractors
- **Address key coordination areas:**
  - Constructability issues
  - Construction sequencing
  - Value engineering opportunities
- **Modify design only through documented and approved changes** to protect scope and budget

Step 5: Closeout Coordination

- **Coordinate with Project Controls** for:
  - Punch list tracking
  - Commissioning activities
  - Turnover documentation
- **Deliver final project documentation:**
  - As-built drawings
  - Warranties
  - Training manuals (in required formats)

Professional References:

Provide the following reference information regarding your most recent work(s):

Alloy Mechanical, Inc.
17865 Chappel Ave
Lansing, IL 60438
Name and telephone number of contact person: Don Doran – 815/325-6952
Equipment: Fire Heater and Associated Equipment
Work Scope: Develop the required engineering and design of a Hot Oil System to be used for Crude Oil Tank Heating. Evaluation of existing equipment for verification of performance. Engineering Design and BOM for new equipment, including Laser Scanning,

Model Building, Layout, Civil/Structural, Mechanical, Electrical, and Controls, Coatings, and Insulation.
Start Date: May 2023
Completion Date: May 2024,
Note: Alloy continues to be a Guardian Customer
Project Cost: $646,000.00

Ocean Point Terminals
1 Estate Hope
Christiansted, VI 00820-5652
Name and telephone number of contact person:
Marlin Gwei – 340/208-1723
Jeffrey Charles – 340/692-3637
Equipment: Piping, Valves, Small Tanks, Hoses, Walkways, Structural Steel, Sample System. Marine Vapor Recovery System
Work Scope: Engineering Design and BOM for new equipment, including Laser Scanning, Model Building, Layout, Process/P&IDs, Civil/Structural, Mechanical, Electrical, and Controls, Coatings, Effective Tie-In Schedule to limit drain-ups and line downtime.
Start Date: February 2023
Completion Date: October 2023
Project Cost: $622,000.00

Union Pacific Railroad
275 S. Harrison Ave
Pocatello, ID 83204
Name and telephone number of contact person: Tom Anderson 541/564-3745
Equipment: Engine Fueling System – Tanks, Pumps, Piping, Controls, and Metering Work Scope: FEED Study to improve system fueling times / improve flow rates. Guardian provides a 3-Option FEED study, including schedule, budget, risks, and disruptions to the system, with opportunities to mitigate disruptions. Including materials and vendors lists.
Start Date: December ‘24
Completion Date: March ‘25
Project Cost: $188,500.00

Colonial Pipeline Company

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PO Box 1624
1000 Lake Street
Alpharetta GA, 30009
Name and telephone number of contact person: Daniel Bonner 678/634-2419
Project Title: Pump Foundation-Design Engineering FEED Study
Services Rendered: Engineering Feasibility Study
Completion Date: August 2024

HydroAire
834 W. Madison St.
Chicago, IL 60607
Name and telephone number of contact person: Leo Nowak (312) 590-1092
Project Title: Pump Foundation and Pump Skid-Design & Fabrication
Services Rendered: Detailed Engineering Design & Calculations
Completion Date: February 2025

General Quality and Adequacy of Response:

In executing the engineering services associated with the SOW, as presented in RFQ 2025-004. The project will be evaluated based on the customers' present and future needs. An SOW will be developed and then broken down by discipline and area, and a schedule will be built based on anticipated needs and prior experience. The work will be delegated to the appropriate SME/Team Leader. By following the process defined in Tab B, the project will become a group of small projects, making it easier to manage. The smaller projects will be combined in the overall model and worked through the master schedule, scheduled meetings, and Project Team Leader.

We view this project and its tasks as follows: We will break it down into four main groups and build our teams around them. These are high-level outlines; details will be developed according to discussions with the stakeholders and findings in the preliminary engineering.

1. Project Management
    a. Establish Stakeholders list and communications
    b. Build SOW
    c. State and Local Agency Contacts, Requirements

   d. Build Permitting Requirements and Schedule
   e. Build a Project Schedule
   f. Locate and understand the available Support Utilities
   g. Locate and document any Existing Infrastructure that may create design and construction issues.
   h. Community considerations to new infrastructure and construction
   i. Required Specifications
   j. PM Tasks (Construction Oversite/Assistance) to include but not limited to: Communications, QAQC, Document Control, Schedule, Budget, RFI/CO Evaluation and Resolution
2. Sewer Line
   a. Evaluate Sewer Line Routing Options
   b. Survey - Sewer Line Routing
   c. Detailed Engineering
3. Pump Station
   a. Survey - Pump Station Plot
   b. Geotechnical Evaluations of Pump Station Plot
   c. Detailed Engineering
4. Power and Controls
   a. Evaluate Power, Control, and Communications Needs
   b. Evaluate Utilities near Pump Station
   c. Detailed Engineering

To help understand how Guardian will ensure the overall quality of the project, we have included a description of the quality assurance program:

PHASE 1: PROGRAM FOUNDATION

Step 1: Appoint QA/QC Program Manager

- Designate a senior architect or firm principal as the QA/QC Program Manager (e.g., Principal-in-Charge or Project Executive).
- Responsibilities include oversight of all QA/QC procedures, integration across project teams, and final authority on compliance and quality documentation.

Step 2: Establish QA/QC Project Team

- Assign internal roles for QA lead, document control manager, discipline leads (architecture, MEP, structural), and code/TAS reviewer.
- Vet and onboard qualified subcontractors who will comply with our QA/QC procedures.

Step 3: Define Project Requirements and TFC-Specific Criteria

- Review the Texas Facilities Commission's Design Guidelines, TAS standards, and IDIQ contract deliverables.

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- Create a QA/QC Compliance Matrix mapped to TFC's expectations (code compliance, documentation standards, accessibility, etc.).

PHASE 2: PROJECT EXECUTION QA/QC FRAMEWORK

Step 4: Implement Phase-Gate Design Review Process

At each phase (Programming, Schematic Design, Design Development, Construction Documents), execute the following:

- Internal Peer Review: Conduct red-line reviews by senior staff not directly involved in the production.
- Interdisciplinary Coordination: Clash detection and system integration reviews (especially for MEP/structural coordination).
- Code & TAS Review: In-house or third-party code reviewer to ensure compliance with IBC, TAS, and NFPA.
- Constructability Review: Engage professionals with construction experience to evaluate feasibility and maintainability.
- TFC Deliverable Check: Cross-check format, file standards, and labeling with TFC submission protocols.

Step 5: Document Quality Logs and Track Deficiencies

- Maintain a Design Review Comment Log (item number, discipline, issue, reviewer, resolution).
- Assign responsibility and due dates for comment resolution.
- Verify that each comment is addressed before advancing to the next phase.

PHASE 3: CONTINUOUS MONITORING AND CONTROLS

Step 6: Budget Adherence Control

- Perform cost checks at each design milestone with a dedicated cost estimator.
- Review scope against TFC's estimated fee per assignment (<$100,000 typical).
- Engage in value engineering (VE) sessions during DD and CD to keep projects on budget.

Step 7: Safety & Schedule Controls

- Design for safety by integrating OSHA best practices and TFC-specific site protocols (e.g., access and egress, materials storage, separation of occupied spaces).
- Use a project schedule management tool (Primavera P6, MS Project) to establish design milestones and hold design teams accountable.
- Establish early warnings (float thresholds, missed deliverables) and corrective action triggers.

Step 8: Final Quality Verification Prior to Submission

- Conduct Final QA/QC Review and sign-off by QA/QC Program Manager.
- Ensure record drawings, code review stamps, coordination notes, and QA checklists are

signed.
- Verify file naming conventions and digital deliverables match TFC's guidelines (CAD, BIM, PDF submissions).

PHASE 4: POST-PROJECT QUALITY PROGRAM & CONTINUOUS IMPROVEMENT

Step 9: Project Close-Out and QA Summary Report
- Prepare and file a QA Summary Report detailing all QA/QC activities, resolutions, deviations, and approvals.
- Deliver to TFC if requested, demonstrating transparency and accountability.

Step 10: Lessons Learned + Process Refinement
- Conduct internal project debrief and post-mortem with all disciplines.
- Capture lessons learned in the firm's Best Practices database.
- Update QA/QC procedures, templates, and training materials based on project feedback.

Guardian Engineering Enterprises, LLC will sign the City of Edinburg, TX Standard Form Agreement associated with the Design of Wastewater Pump Station RFQ 2025-004.

5.2 Proprietary Documents: None

5.3 Current Insurance Certificate

5.4 Required Forms

5.4.1 Conflict of Interest

5.4.2 General Questionnaire

5.4.3 Litigation Disclosure Form

5.4.4 HB 89

5.4.5 SB 13 Energy Company Boycotts

5.4.6 SB 19 Firearms Entities and Trade Associations Discriminations

5.4.7 Non-Collusion Affidavit

5.4.8 Conflict of Interest

5.4.9 Form1295

Guardian Engineering Enterprises, LLC has reviewed Form 1295 and has no exceptions

---

Mark K. Harris – Owner / CEO
Business Address:
Corporate HQ: 14150 Huffmeister Road; Suite 200-112; Cypress, TX 77429
Phone: (877) 757-0784; Houston HQ: (832) 345-5348; Fax: (281) 326-9321
Website: www.GuardianEngEnt.com
EIN: 93-1985552
TX-Taxpayers ID: 32090079008
UNIQUE ENTITY ID: DZ4WYK2K6UB3
CAGE CODE: 9NR22
DUNS #: 92-894-3021
ISNet# Company ID: 400-638703

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2025

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 AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Scott Little 847-367-2633	CONTACT NAME: Scott Little PHONE (A/C, No, Ext): 847-367-2633 FAX (A/C, No): 847-367-2636 E-MAIL ADDRESS:
INSURED Guardian Engineering Enterprises LLC 18190 Barker Cypress Rd #1900 Cypress, TX 77433	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Kinsale Insurance Co. INSURER B : Hartford Insurance Co of IL INSURER C : Pacific Insurance Company INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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	X	0100256827-0	08/31/2024	08/31/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							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)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			0100257162-0	08/31/2024	08/31/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A	X	83 WEC AY9W68	08/31/2024	08/31/2025	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			01 OH 0552220-23	08/31/2024	08/31/2025		3,000,000
								3,000,000

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

Addl insds are added to the GL policy w/respect to work prfmd by the named insd as required by signed written contract: City of Edinburg Purchasing Department Waiver of subrogation applies to GL & WC in favor of the addl insds

CERTIFICATE HOLDER

City of Edinburg

City of Edinburg,
Purchasing Services
415 W. University Drive
Edinburg, Texas 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Scott Little

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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:

July 9, 2025

Company/Vendor Name:

Guardian Engineering Ent. LLC

Printed Name and Title:

Mark Harris - CEO / Owner

Authorized Signatory:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Guardian Engineering Enterprises, 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

Mark Harris - CEO / Owner		7/21/25
Name of signatory	Signature	Date

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Guardian Engineering Enterprises, LLC.
(Full, correct legal name)

- Address: 14150 Huffmeister Road, Suite 200-112
  Cypress, TX 77429
- Telephone/Fax: (877)757-0784 / (281) 326-9321
- Email address: info@guardianengent.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? Cypress, 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: Mark Harris - CEO / Owner
   Address: 14150 Huffmeister Rd, Suite 200-112, Cypress, TX 77429
   Telephone: (832) 720-7227
   Fax: (281) 326-9321
   Email: MHarris@guardianengent.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Mark Harris, the undersigned representative of Guardian Engineering Enterprises, 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:

Mark Harris - CEO / Owner

TYPE/PRINT NAME AND TITLE:

July 9, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Mark Harris, the undersigned representative of Guardian Engineering Enterprises, 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:

Mark Harris - CEO / Owner

TYPE/PRINT NAME AND TITLE:

July 9, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Mark Harris, the undersigned representative of

Guardian Engineering Enterprises, 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:

Mark Harris - CEO / Owner

TYPE/PRINT NAME AND TITLE:

July 9, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Mark K. Harris, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Guardian Engineering, 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 Mark K. H...

Title Owner / CEO

Subscribed and sworn to me this 21 day of July 2025.

By: Mark Harris

Patrick Mbadiwe

Notary Public

PATRICK MBADIWE
Notary ID #130796717
My Commission Expires
August 24, 2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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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).

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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.**

Guardian Engineering Enterprises, 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 Mark Harris - CEO / Owner — Name of signatory

Mark Harris — Signature

7/21/25 — Date

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

[GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Guzman & Munoz Engineering and Surveying, INC. Response

CONTACT INFORMATION

Company:
Guzman & Munoz Engineering and Surveying, INC.

Email:
jamunoz@gmes.biz

Contact:
Jose Munoz

Address:
2020 E. Expressway 83
Mercedes, TX 78570

Phone:
N/A

Website:
jmunoz@gmes.biz

Submission Date:
Jul 29, 2025 2:30 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

GMES_-_CITY_OF_EDINBURG_#2025-004_RFQ_BINDER.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Certificate_of_Liability_Insurance_City_of_Edinburg.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_DISCLOSURE.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(1).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_(1).pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_(1).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_(1).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_(2).pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes

STATEMENT OF QUALIFICATIONS

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES

THE CITY OF EDINBURG

RFQ #2025-004

LIFT STATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

Wednesday July 29th, 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

July 29th, 2025

City of Edinburg
Gerardo Carmona
415 W University Blvd
Edinburg, Texas 78541

Re: RFQ for Engineering Services for Liftstation #4 and Sewer Line Upgrades

Dear Mr. Gerardo Carmona,

Guzman & Munoz Engineering and Surveying, Inc. (GMES) is pleased to submit this proposal for Engineering services to the City of Edinburg in accordance with the referenced Liftstation #4 and Sewer Line Upgrades. Our Statement of Qualifications have been submitted electronically via the Procurement portable for your consideration.

GMES Team understands that the City of Edinburg is seeking to enter an agreement with an Engineering company to assist City of Edinburg in its application and project implementation of a contract for the Liftstation #4 and Sewer Line Upgrades. Our team is skilled in managing, directing, and coordinating engineering design efforts on assigned projects along with acquiring approval and permits from all outside agencies and utilities as required for each project. Our Team is a full-service firm providing our own survey crews, lidar data collection, engineering, construction management, and over 6 staff engineers to provide the resources necessary to meet the City of Edinburg's schedule.

GMES team has over 50 years of local experience throughout the RGV on all types of sewer, water, streets. drainage, and municipal projects. Furthermore, our state-of-the-art data systems serve to standardize and facilitate data storage, retrieval, and communication, resulting in improved performance for the City of Edinburg.

GMES brings the talent and depth of registered Professional Engineers, Engineers-in-Training (EITs), Registered Professional Land Surveyors, Construction Managers, and Inspectors, as well as full-time survey crews and various drafting technicians and management and related support personnel. 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. The official contact's name and address for the firm are:

Jose L. Muñoz, P.E., S.I.T., President – Senior Project Manager
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 the Lift Station No.4 and Sewer Line Upgrades.

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 Lift Station No.4 and Sewer Line Upgrades 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

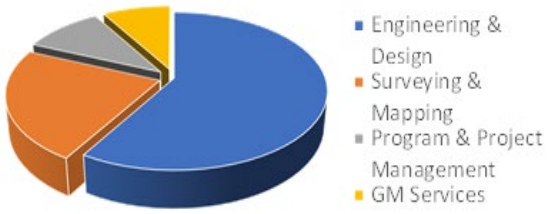
PROJECT SPECIALIZATION

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

P921-0 City of Raymondville

TWDB CWSRF 73924 - I/I Study, Collection System, and Lift Station Rehabilitation Project / Wastewater Treatment Plant Project

Date: **2022- Ongoing**

Cost: **$ 4,924,342.00**

Contact: **Andres Chavez, City Manager, (956) 689-2443**

raycity@raymondvilletx.us

City Hall 142 S. 7th Street, Raymondville, TX 78580

Scope of Work Performed:

One of GMES's projects; the City of Raymondville received much-needed funding through an application prepared by Guzman & Munoz Engineering and Surveying, Inc. which was ranked #1 in the SFY 2022 Clean Water State Revolving Fund. With this financial assistance, the City will facilitate a study to evaluate approximately 33,000 linear feet of damaged or aged pipes. Once identified, the damaged pipes will be replaced using a trenchless method. The project also includes the rehabilitation of manholes and lift stations, furthermore The City will use the assistance to finance the planning, design, and construction of a wastewater improvement project.














P889-01 City of Edinburg

Owassa Road San. Sewer Line from Sugar Road, east 3,000 L.F.

Date: 2019

Cost: $478,850

Contact: Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer (956) 388-8211

mhinojosa@cityofedinburg.com

415 W. University Drive P.O. Box, 1079 Edinburg, TX 78540

Scope of Work Performed:

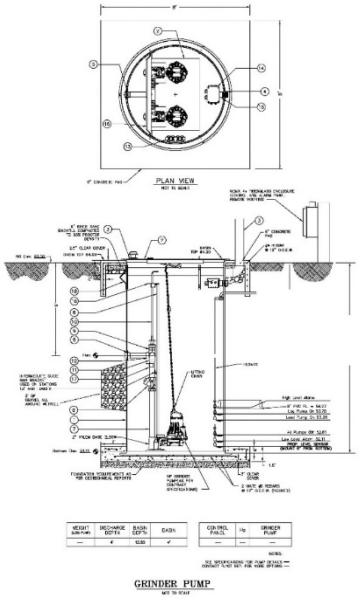
GMES completed boundary and topographic surveys of the project area and conducted a survey of existing utilities that may be affected, GMES developed preliminary construction plans/profiles of the project. We were informed of other unserved areas west of Sugar Road that was being worked on by another firm that would need to discharge into our project collection line. GMES proposed to start the collection line on the east end, at a point within the last unserved property, and proceed west with an 8” sewer line at a minimum slope of 33% for 3,000 L.F. and end at a proposed small grinder pump station at the northeast corner of the intersection of Owassa and Sugar Road. We also proposed 7 manholes.

GMES’ proposal would allow for a shallower installation of our project and for a connection from the other project west of Sugar Road to the proposed Grinder pump.

From the proposed grinder pump station, a 4” discharge force main will proceed east and then north for 2,370 L.F. at the entrance of Amara Hospice and discharge into an existing manhole. GMES also prepared Surveying documents.







P883-06 City of Raymondville

Sanitary Sewer Line Repair

Date: **2019**

Cost: **$49,780**

Contact: **Andres Chavez, City Manager, (956) 689-2443**

raycity@raymondvilletx.us

City Hall 142 S. 7th Street, Raymondville, TX 78580

Scope of Work Performed:

The existing sanitary sewer system will bypass Lift Station No. 3 and was redirected to Lift Station No. 4. The gravity sewer main line between Lift Station 3 and 4 was repaired and a section was replaced with a new 80 LF of 10-inch gravity sewer main line.



















City of Los Fresnos

Los Fresnos Lift Station Rehabilitation Project, Los Fresnos, Texas

Date: **2022**

Cost: **$1.25 M**

Contact: **Mark Milum, City Manager**

mmilum@citylf.us

520 E. Ocean Blvd. Los Fresnos, Texas 78566

Scope of Work Performed:

Installation of sanitary sewer lines, manholes, and grinder pump station and rehabilitation of an existing lift station.













P860-02 City of Raymondville

Lift Station 6 & 17 Rehabilitation Project TDA# 7218391

Date: 2019

Cost: $275,000

Contact: Andres Chavez, City Manager, (956) 689-2443

raycity@raymondvilletx.us

City Hall 142 S. 7th Street, Raymondville, TX 78580

Scope of Work Performed:

Work of the Project consists of rehabilitating Lift Stations No. 6 and 17













P913-03 City of Lyford

Lyford Simo Pump Station, Lyford Texas

Date: **2023**

Cost: **$410,000**

Contact: Pablo Morales, City Mayor (956) 347-3512

mhinojosa@cityofedinburg.com

13550 Main St. – PO Box 310 – Lyford, Texas 78569

Scope of Work Performed:

Discharge analysis of an existing storm water pump station and excavation of a linear detention pond for runoff storage.











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.

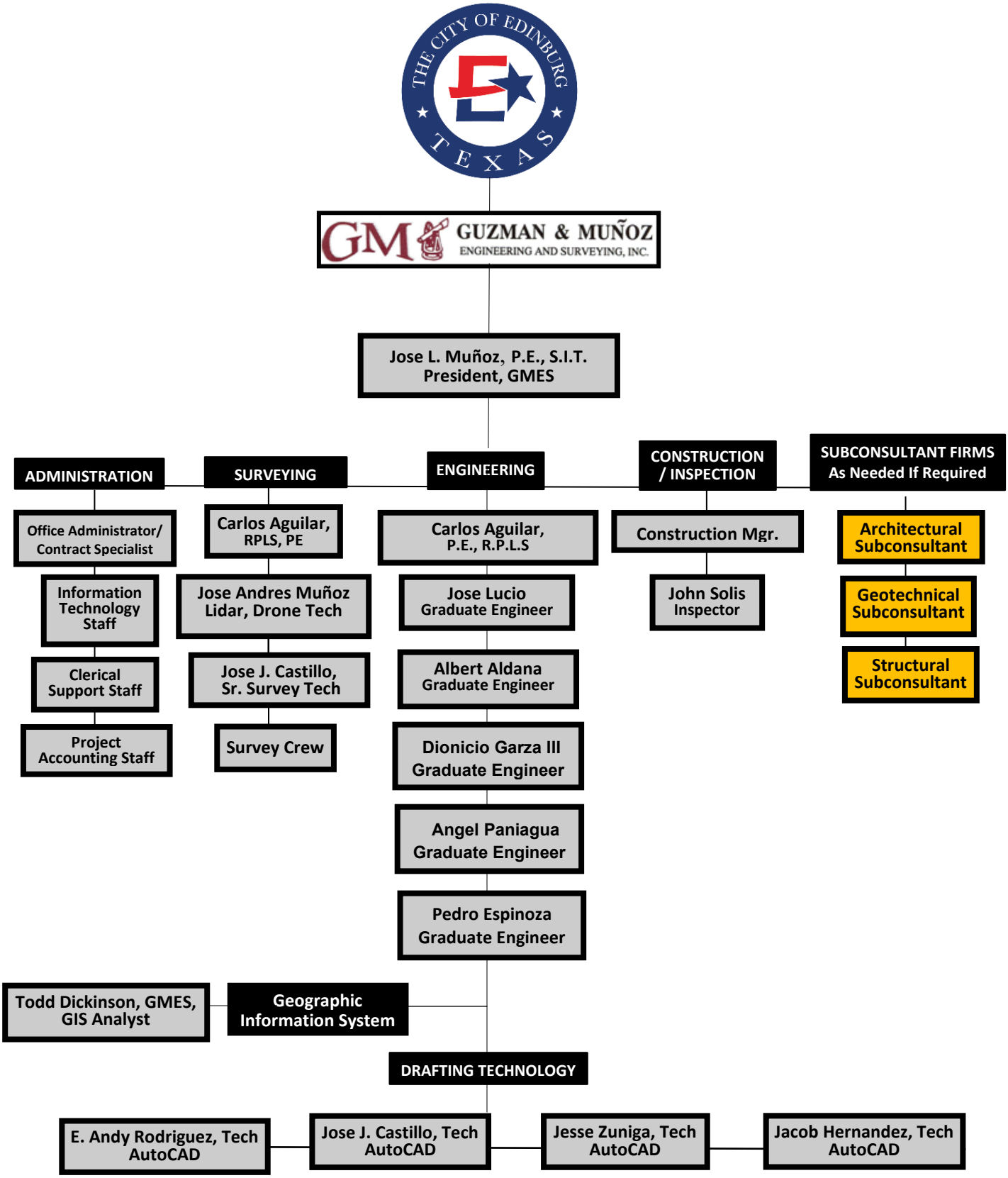


ANGEL PANIAGUA, GRADUATE ENGINEER
EDUCATION: B.S. Civil Engineering 2023
EXPERIENCE: Mr. Angel Paniagua is a Graduate civil engineer-in-training with 2 years of experience in the field. Adept in supervising construction process as well as preparing cost estimates. Highly motivated to learn more about 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.

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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

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*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2025

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 Insurance Office of America 19660 10th Ave NE Suite 310 Poulsbo WA 98370	**CONTACT NAME:** Trudy Polito **PHONE (A/C, No, Ext):** 206-219-1983 **FAX (A/C, No):** 925-416-7869 **E-MAIL ADDRESS:** trudy.polito@ioausa.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Westfield Insurance Company — 24112
INSURED GUZM&MU-01 Guzman & Munoz Engineering and Surveying, Inc 2020 E Expressway 83 Mercedes TX 78570	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1919024575 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			ADP-0000473	3/8/2025	3/8/2026	Per Claim Per Aggregate	1,000,000 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Courtney Stevenson

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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

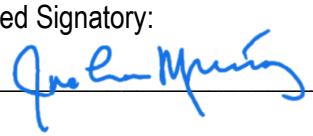
☒ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
7/29/2025

Company/Vendor Name:
Guzman & Muñoz Engineering and Surveying Inc.

Printed Name and Title:
Jose L. Muñoz

Authorized Signatory:


COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Guzman & Munoz Engineering and Surveying Inc.
(Full, correct legal name)

- Address: 2020 E Expressway 83 Mercedes, Texas 78570
- Telephone/Fax: 956-565-4637
- Email address: jmunoz@gmes.biz

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No____

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? Mercedes

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. 21

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: Jose L. Muñoz
Address: 2020 E Expressway 83 Mercedes, Texas 78570
Telephone: 956-565-4637
Fax:
Email: jmunoz@gmes.biz

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Jose L. Muñoz, the undersigned representative of 2020 E Expressway 83 Mercedes, Texas 78570, (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:

Jose L. Muñoz President, P.E.

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Jose L. Muñoz, the undersigned representative of

2020 E Expressway 83 Mercedes, Texas 78570, (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:

Jose L. Muñoz

TYPE/PRINT NAME AND TITLE:

07/29/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Jose L. Muñoz, the undersigned representative of

2020 E Expressway 83 Mercedse, Texas 78570, (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:

Jose L. Muñoz P.E

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Jose L. Munoz, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Guzman & Muñoz Engineering and Surveying Inc. (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title President, P.E.

Subscribed and sworn to me this 29th day of July 2025.

By:

NATALIA SOTO
Notary ID #134676180
My Commission Expires
December 11, 2027

Notary Public

My commission expires : December 11, 2027

NOT APPLICABLE

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.**

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

Jose L. Muñoz
Name of signatory

Signature

7/29/2025
Date

NOT APPLICABLE

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.

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

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Halff Associates, Inc. Response

CONTACT INFORMATION

Company:
Halff Associates, Inc.

Email:
info-marketing@halff.com

Contact:
Lauren Hunter

Address:
1201 N. Bowser Road
Richardson, TX 75081

Phone:
(817) 813-5701

Website:
www.halff.com

Submission Date:
Jul 28, 2025 10:53 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

CityofEdinburg_Lifstation#4&SewerlineUpgrades.pdf

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

CityOfEdinburg_DraftProfessionalServicesAgreement_Liftstation4andSewerLineUpgrades_(250716a-AORL-JLVRL).pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Sample-Certificate;_Halff-Associate_24-25-AL-Um-5M-_7-12-2024_1777732636_1.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CONFLICT_OF_INTEREST.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes



July 29, 2025

CITY OF EDINBURG

Statement of Qualifications

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

halff

Transmittal Letter

Our Commitment to You

- We will proactively seek the best creative solutions to meet your needs
- We will focus on delivering excellence and exceptional value
- We will practice ethics at all levels based on professional standards and the principles of fairness, integrity, honesty, and respect
- We will continue to pursue innovative technological skills to improve the quality of our services

July 29, 2025

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

RE: Request for Qualifications 2025-004 for Liftstation #4 and Sewer Line Upgrades (Engineering Services)

Dear Mr. Carmona and Members of the Evaluation Committee:

Thank you for the opportunity to present the Halff team's qualifications for this project. At Halff, we focus on establishing long-term relationships with our clients and approach every project as a significant investment in the community and its people. The team's experience working with City of Edinburg (City) will provide valuable insight into completing the Liftstation #4 and Sewer Line Upgrades project.



Familiarity with the City of Edinburg. Halff can provide the City with a highly qualified staff with recent and relevant experience who are capable of providing all necessary project management and construction management services outlined in this Request for Qualifications (RFQ). We'll use our knowledge of the City, acquired through previous projects and our ongoing involvement in the Wastewater Collection System Modeling and Assessment Project, to support the design and management for this project as well. Project Manager, **Raul Garcia, Jr., PE, CFM**, along with key individuals in our McAllen office, are proud residents of Edinburg and are familiar with the needs of the area.



Dedication, Availability, and Proximity: We have assembled a team specifically selected for the City of Edinburg. It includes talented professionals who have not only worked together and supported each other but will also be a great fit for the City and represent the community well. Additionally, our offices in McAllen and Brownsville are in close proximity to Edinburg, providing us with a deep familiarity with the wastewater infrastructure issues the City may be facing.



Why Halff. Halff brings extensive experience in lift station and wastewater infrastructure projects, including planning, design, permitting, and construction phase services. Our multidisciplinary approach and in-house capabilities facilitate streamlined project execution, accountability, and cost-effective delivery. Our clients benefit from a proven process that emphasizes responsiveness, innovation, and technical excellence.

Point of Contact Information

Physical Address: 5000 West Military Highway, Suite 100, McAllen, TX 78503
Mobile: 956.458.2343 | **Office:** 956.445.5235 | **Email:** rgarcia@halff.com

We appreciate the opportunity to continue our relationship with the City of Edinburg. As your Project Manager, **I will be your primary point of contact** on all correspondence and communication pertaining to this RFQ. **I am an officer of the firm and am authorized to bind the firm in professional service contracts**. Please do not hesitate to contact me with any questions about our team or qualifications.

Sincerely,

Raul Garcia, Jr., PE, CFM
Vice President, Director of Public Works

Delivering Reliable, Local Expertise to Support Edinburg's Critical Infrastructure Needs

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1. Firm Qualifications

Company Profile

Halff is a full-service infrastructure consulting firm designed, engineered, planned, constructed – and purposed – for people. For 75 years, we've been creating smart solutions that improve lives and communities by turning ideas into reality. The firm provides services throughout the United States from 33 offices in Texas, Arizona, Arkansas, Oklahoma, Louisiana, Florida and Georgia. The firm's staff of 1,450 includes engineers, planners, scientists, and surveyors. Halff is ranked #91 in *Engineering News-Record* magazine's list of the top 500 design firms in the United States. The firm was founded in Dallas in 1950 by Albert H. Halff, PhD-Eng., PE. As Halff celebrates its 75th anniversary, the firm remains focused on the future while preserving Dr. Halff's legacy of integrity, dedication to client service and commitment to quality.

Halff was founded on a core tenet: **Focus on people, treat them well and success will follow.** It's no wonder, then, that our employees, and the culture they create, define us. We are members of a company built on integrity, technical knowledge and commitment to client service.

Our Philosophy

We improve lives and communities by turning ideas into reality.

Halff is "Purposed for People," a guiding principle that shapes everything we do—from how we engage with clients to how we deliver impactful projects. This philosophy is grounded in decades of experience with sewer system evaluations, lift station design, and construction-phase services, offering localized insight, responsive collaboration, and a proven track record of delivering results on critical infrastructure projects throughout the City of Edinburg and the surrounding region. **Halff's McAllen office is less than 30 minute drive from the project site.**



Office Location where the Work will be Performed

These projects will be managed from our McAllen office with support from our Brownsville, San Antonio, and Fort Worth offices. Our McAllen office has 68 professionals ready and available to serve the City of Edinburg. We have the depth of resources to provide unmatched service for the City.

Contact Information

As Project Manager, **Raul Garcia, Jr., PE, CFM** will be your primary point of contact for any future projects. In the instance that Raul is unavailable, the secondary contact for these projects is Principal-in-Charge, **Marcos Diaz, PE.**

Their contact information is as follows:

Raul Garcia, Jr., PE, CFM | Project Manager
Vice President | Director, Public Works, McAllen
Office Location: McAllen
rgarcia@halff.com | 956.458.2343

Marcos Diaz, PE | Principal-in-Charge
Vice President | Operations Manager, McAllen
Office Location: McAllen
mdiaz@halff.com | 956.451.7197

Halff's Unique Qualifications

Halff understands there are many important qualifications to selecting a qualified engineering firm. Halff has assembled a highly-qualified team with a proven history of working together and specialized experience in all aspects of the anticipated project. Our team is committed to the success of the project and will apply our knowledge and experience to:

- Be available and immediately responsive
- Listen to and understand your objectives, goals, and constraints
- Understand the regulatory and permitting requirements associated with the project
- Provide varying options for each design problem to enable selection of solutions which best fit your needs

These factors will contribute to a successful project that meets your needs, goals, milestones, budget, and schedule.

Halff brings deep knowledge of municipal infrastructure and is a trusted partner to cities across Texas. For lift station and sewer projects, we coordinate design, inspection, and construction activities to support quality and efficiency. Our experience includes developing specifications, overseeing inspections, managing pay applications, and handling TCEQ submittals. We build strong client relationships that lead to smooth delivery and results that consistently exceed expectations

Capacity and Capability to Deliver

Halff has the capacity and expertise to meet the City of Edinburg's engineering, project management, and construction-phase needs for lift station and sewer system improvements. Our team has been strategically assembled to provide the specialized technical knowledge and hands-on experience required for this scope—including coordination of TCEQ submittals, construction-phase inspection services, contractor pay requests, and bid phase support. We are equipped to lead every stage of the project, from project approach and scheduling to construction oversight and close-out documentation.

Proven Performance in Project Management Services

Halff understands that the success of sewer system and lift station projects depends on delivering timely, well-coordinated solutions. Our commitment is to provide professional services backed by the allocation of skilled technical staff and proven resources. We begin each project by developing a detailed, realistic schedule—engaging all stakeholders early to secure alignment and maintain momentum. Our communication-focused approach keeps the City informed throughout design, permitting, and construction.

Our track record of successful sewer infrastructure delivery stems from the strength of our project managers and technical leads. We work closely with the City's project team, document input clearly, and confirm that all designs and field services align with the City's operational and compliance needs. This level of attention results in practical, buildable solutions that minimize risk during construction.

WHY HALFF?

OUR DEPTH OF EXPERIENCE AND EXPERTISE AS A FIRM

- **Multidisciplinary Expertise:** Halff is a full-service infrastructure firm offering planning, engineering, surveying, environmental, and construction services—all in-house. This integrated approach promotes seamless coordination and efficient project delivery.
- **Depth of Resources | Location:** Our McAllen office is home to a strong local team backed by statewide support, allowing us to quickly mobilize and adapt to project needs without relying on outside consultants.
- **Municipal Expertise:** Halff has a deep understanding of municipal infrastructure gained through decades of work with cities across the Rio Grande Valley. We prioritize your community's needs and deliver solutions tailored to local challenges.

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2. Team Qualifications and Experience

ORGANIZATION CHART

We have identified a diverse team that is structured to be responsive to the specific needs of this project. The organizational chart below demonstrates the staff's roles, responsibilities, and the reporting structure.

Raul Garcia, Jr. PE, CFM, will serve as the Project Manager and will be the main point of contact for the City of Edinburg throughout the project. Raul will be supported by a team of experienced professionals interfacing with City staff in order to provide seamless effort throughout the project process.

CITY OF EDINBURG



Marcos Diaz, PE
Principal-in-Charge



Raul Garcia, Jr., PE, CFM
Project Manager



Robert Saenz, PE, CFM, PMP
QA/QC Manager

Key Staff

Master Planning/Lift Station Assessment
Kristina Leal, PE, CFM

Civil Design
John Clint, PE
Russell Limas, PE

Electrical Backup Power
Lizbeth Guerra, PE
Gabriel Benavides, Jr., PE

Information and Communication Technology
Jose Delgado, PE, RCDD, LEED AP

Security
Rudy Juarez, CGCIO

Controls/SCADA
Adrian Garza, Jr., PE

Structural
Cameron Vester, PE

Survey
Guadalupe Nunez, Jr., RPLS

Construction Administration
Solveig Cantu, PE

Utilities Coordination/Permitting
Andrew Salinas, PE, SIT

Mechanical/Plumbing
LeRoy Martinez, PE

ROW/Acquisition
Lorena Corpus

The Right Team

Our people are individuals with diverse, yet complementary, professional backgrounds. We leverage our different skillsets to bring value to municipalities as members of a company built on integrity, technical knowledge, and commitment to client service.

Resumes



Marcos Diaz, PE

Marcos specializes in the successful completion of both small and large diameter water and wastewater projects, ranging from 12- to 42-inches in diameter. His experience covers all aspects of utility project development, including management, planning, design, and construction for both joint bid and non-joint bid projects. Marcos understands the interrelated elements of project development and the importance of creating designs that are both constructible and cost-effective. He will coordinate closely with the Project Manager to confirm the right resources are allocated for your project, maximizing efficiency and effectiveness.

ROLE

Principal-in-Charge

EXPERIENCE

19 Years

EDUCATION

BS, Civil Engineering, Texas A&M University at Kingsville

REGISTRATION

Professional Engineer: TX # 107249

REPRESENTATIVE PROJECT EXPERIENCE

Anzalduas Highway Lift Stations, Water, and Wastewater Trunk Lines, Mission, TX.

Project Engineer for the 2.89 miles of wastewater collection lines, water lines, reuse water lines, and force mains. The Military Highway lift station is a 450 gpm duplex station and the Anzalduas Highway lift station is a 2,800 gpm 4-pump station. Wastewater trunk lines range in size from 12- to 21-inch with depths of approximately 15 feet. A 16-inch force main was designed to flow directly into the City of Mission Wastewater Treatment Plant. 12-inch water trunklines were also designed along the corridor.

Harlingen Waterworks System, Little Creek Interceptor, Harlingen, TX.

Principal-in-Charge for this project aims to replace the aging Little Creek Interceptor (LCI) wastewater utility in the heart of Harlingen. The LCI faces numerous issues due to its age, including limited capacity, uneven grades, sedimentation, and access difficulties with the landfill. Seven crucial projects, spanning seven miles, were identified in both the master plan and our cost and constructability report. The project will involve decommissioning several lift stations along the path and installing a 54-inch line buried 32 feet deep. The project is divided into two stages: the planning phase, which includes submitting an engineering feasibility report (EFR) to the TWDB, and the design phase.

San Antonio Water Systems (SAWS), FM 1560 Water/Wastewater Relocations, San Antonio, TX.

Project Manager responsible for management of two design teams for a project with accelerated schedule that would be joint bid with TxDOT. Responsibilities included coordinating and confirming utility conflicts with TxDOT, assessing available ROW for utility alignments, and developing construction documents, specifications, agreement assemblies and Opinion of Probable Construction Cost (OPCC). The project consisted of the relocation of 12- to 42-inch diameter water and 18- and 36-inch wastewater mains due to the roadway widening improvements on FM

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Raul Garcia, Jr., PE, CFM

Raul currently serves as Director and Lead Design Engineer for multiple projects in the McAllen office. He has provided land development and site work engineering for several offices, warehouse, commercial, and mixed-use developments. Raul also has experience serving as the lead engineer for multiple clients including architects, public entities, and private developers.

ROLE

Project Manager

EXPERIENCE

25 Years

EDUCATION

BS, Agricultural Engineering,
Texas A&M University

REGISTRATION

Professional Engineer:
TX #94855

CERTIFICATIONS

Certified Floodplain Manager:
TX #0954-06N

REPRESENTATIVE PROJECT EXPERIENCE

Anzalduas Highway Lift Stations, Water, and Wastewater Trunk Lines, Mission, TX.

Project Manager for the 2.89 miles of wastewater collection lines, water lines, reuse water lines, and force mains. The Military Highway lift station is a 450 gpm duplex station and the Anzalduas Highway lift station is a 2,800 gpm 4-pump station. Wastewater trunk lines range in size from 12- to 21-inch with depths of approximately 15 feet. A 16-inch force main was designed to flow directly into the City of Mission Wastewater Treatment Plant. 12-inch water trunklines were also designed along the corridor.

McAllen Public Utility, Sprague Road Sewer Interceptor, McAllen, TX.

QA/QC Manager for this project that involved an 18- to 48-inch wastewater transmission pipeline in McAllen, 7.5 miles long that served 18,000 acres. This deep, gravity wastewater line is the first phase of an overall project to serve the subdivisions and Colonias within the project area. The project was funded through TWDB and therefore required several tasks. Before starting the design, Halff developed an Engineering Feasibility Report for the interceptor and a separate PER for the proposed lateral trunk lines. We helped prepare and submit an application for MPU to request funds under the TWDB's Economically Distressed Area Program. The design of the collection system began when both reports were approved.

City of Edinburg, Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services, Edinburg, TX.

Project Manager responsible for the oversight of this project which consisted of the layout for the proposed widening of Sugar Road from Chapin Road to Monte Cristo Road. Halff worked with City staff to create several iterations of schematics to determine the most cost efficient location for widening. Other services provided included ROW acquisition and surveying.

City of Edinburg, U.S. Highway North 281 Distribution System Improvements, Edinburg, TX.

Team Leader for the distribution system improvements along Highway 281, between SH 186 and FM 490. This project consists of the removal of existing PVC (approximately 27,000 lf) and AC lines (approximately 9,500 lf) and replacing them.

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Robert Saenz, PE, CFM, PMP, DBIA, LGPP

Robert has experience in civil engineering, planning, design, project management, and construction management for both public and private clients. His experience includes planning, master planning large developments, residential/commercial/industrial site development; new construction and rehabilitation of water and wastewater systems; new and rehabilitation of existing streets; hike and bike trails; floodplain and drainage improvements; and computer modeling and analysis of water distribution, wastewater collection, and stormwater collection, and detention systems.

ROLE

QA/QC Manager

EXPERIENCE

39 Years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer: TX #82072

CERTIFICATIONS

Certified Floodplain Manager: TX #0265-00N

Local Government Project Procedures (LGPP): #044540

Project Management Professional: #3163483

DBIA: #D-3958

REPRESENTATIVE PROJECT EXPERIENCE

Mission Redevelopment Authority, Anzalduas Highway Lift Station, Wastewater and Water Trunk Lines, Mission, TX.
QA/QC Manager responsible for the design of the wastewater collection system trunk lines and two wastewater lift stations that serviced an area of approximately 1,300 acres.

McAllen Public Utility, Sprague Road Sewer Project, McAllen, TX.
Principal-in-Charge responsible for an 18- to 48-inch wastewater transmission pipeline in McAllen, 7.5 miles long that served 18,000 acres.

McAllen Public Utilities, Bicentennial Extension Water and Wastewater Improvements, McAllen, TX.
QA/QC Manager responsible for leading the 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107. Coordinated with the client, several City departments, McAllen Public Utility, TxDOT, and Hidalgo County Drainage District during the planning and design phase. The planning phase consisted of providing schematic design with horizontal and vertical alignments, drainage design, noise wall design and project constraints including Right of Way needs. The design phase consisted of finalizing the horizontal and vertical alignment, reviewing cross sectional views, utility relocations, irrigation canal adjustments, environmental services, and developing grading and drainage design for the proposed road extension.

Hidalgo County Municipal Utility District No. 1, 2.0 MGD Water Treatment Plant, Mission, TX.
Project Manager responsible for the design of a new 2.0 MGD Water Treatment Plant and 0.95 MGD Wastewater Treatment Plant to replace Hidalgo County Municipal Utility District No. 1's existing two Water Treatment Plants and 0.5 MGD Wastewater Treatment Plant.

City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.
Principal-in-Charge responsible for assisting with the waterline and water distribution system improvements along highway 281, between SH 186 and FM 490.

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Kristina Leal, PE, CFM

Kristina has extensive engineering experience and has overseen the construction of numerous miles of stormwater collection and detention systems, water systems, and wastewater systems. She has designed multiple miles of wastewater collection lines, improvements to lift stations, and has assisted local entities in securing funding for projects from TWDB, BECC, NADBank, TDEM, and FEMA. She will coordinate consistently with the project team, the City, and other governmental or non-governmental entities to confirm that proper processes and procedures are followed.

ROLE

Master Planning/Lift Station Assessment

EXPERIENCE

27 Years

EDUCATION

MS, Civil Engineering, University of California at Berkeley

BS, Civil Engineering, Massachusetts Institute of Technology

REGISTRATION

Professional Engineer: TX #94759

CERTIFICATIONS

Certified Floodplain Manager: TX #0943-06N

REPRESENTATIVE PROJECT EXPERIENCE

Hidalgo County Regional Mobility Authority (HCRMA), Donna Lift Station Relocation, Donna, TX.

Project Manager for the relocation of a lift station to accommodate a future highway funded by HCRMA. This project included replacing the existing lift station, a new receiving manhole, extending a sanitary sewer trunk line, and connecting the discharge line to the existing force main. The new lift station consisted of two 15 HP submersible, non-clog pumps in an 8-foot diameter fiberglass wet well with a 10-inch discharge line.

City of McAllen, Sprague Road Sewer Interceptor, McAllen, TX.

Project Manager responsible for the Sprague Road Interceptor that will serve approximately 18,000 acres. Kristina helped prepare and submit an application for MPU to request funds under the TWDB's Economically Distressed Area Program. Coordination with local regulatory agencies was critical for a smooth and successful project including the City of McAllen, McAllen Public Utility, Texas Department of Transportation, Hidalgo County Drainage District, United Irrigation District, Texas Gas Service, AEP, and other franchise utility companies.

McAllen Public Utility, Reuse Plan, McAllen, TX.

Project Manager responsible for coordinating with project team to develop alignments for the proposed reuse trunk lines for the city based on the location of the biggest irrigation users. Work under this project included coordination with the city Public Utility Department, Engineering Department, and Parks and Recreation Department to determine the biggest sprinkler accounts and available lines.

City of Donna, Wastewater System Improvements, Donna, TX.

Project Manager responsible for the preparation of plans and construction documents to eliminate two lift stations and rehabilitate six existing lift stations. Work under this project included the analysis of the existing system, evaluation of the feasibility to eliminate the maintenance heavy lift stations, and a study of the existing and projected service area. This project eliminated the influent connections into the headworks of the wastewater treatment plant and redirected these flows to the influent pump station. Therefore, improvements to the influent pump station were also included in the project.

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John Clint, PE

John brings experience in the water and wastewater planning and design, storm drainage and roadway design, water distribution system modeling, master plan development, civil site design, and construction management. John also brings experience in geotechnical investigations, construction materials testing engineering, and construction inspection.

ROLE

Civil Design

EXPERIENCE

31 Years

EDUCATION

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATION

Professional Engineer: TX #85417

REPRESENTATIVE PROJECT EXPERIENCE

Brownsville Public Utility Board (BPUB), North Regional Force Main, Brownsville, TX.
Project Manager for the 24-inch connection of the force main to connect to the existing unused connection at the headworks of the Robindale Wastewater Treatment Plant to alleviate existing overflows during peak sanitary sewer flow periods and to provide future capacity for undeveloped areas in the northern region of Brownsville. This lift station has similar downstream flow restrictions to those occurring at LS 140 which create additional overflow situations for BPUB.

Brownsville Public Utility Board, Robindale Wastewater Treatment Plant Expansion, Brownsville, TX.
Project Engineer for the civil site and plant pump stations design for one of the first design-build utility project in the State of Texas. The project included the rehabilitation and expansion of Brownsville PUB's Robindale WWTP from 10 MGD to 14.5 MGD while maintaining treatment operations throughout the construction.

Brownsville Public Utility Board, WWTP Vactor Truck Facility Improvements, Brownsville, TX.
Project Manager responsible for civil site design and construction administration of Vactor Truck Disposal Facility expansion.

East Rio Hondo Water Supply Corporation, Madeira Development Waterline, Cameron County, TX.
Project Manager for improvements to the existing water distribution system with the extension of a waterline from an existing 16-inch waterline located on FM 510 to the proposed development. The waterline consisted of approximately 29,000 lf of the 16-inch waterline, three Resaca crossings, six drainage/irrigation canal crossings, two highway crossings, and one county road crossing.

City of Brownsville, 2019 Street and Drainage Improvements, Brownsville, TX.
Project Manager and Project Engineer responsible for the drainage improvements for the City of Brownsville using General Fund, CDBG or Hurricane Dolly GLO Disaster Grant Funds to construct numerous storm drainage improvements included in the 2006 Flood Protection Study.

City of Brownsville, CIP Street Improvements, Brownsville, TX.
Team Leader for this project under the On-Call General Engineering Services contract. The Street CIP Improvements project included the reconstruction of five residential roadways totaling 2.5 miles in West Brownsville.

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Russell Limas, PE

Russell brings experience in water distribution, master drainage plans, land development, transportation and utility improvements, and park development projects.

ROLE

Civil Design

EXPERIENCE

7 Years

EDUCATION

MS, Civil Engineering, Texas A&M University

BS, Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer: TX #141807

REPRESENTATIVE PROJECT EXPERIENCE

McAllen Public Utilities, Bicentennial Extension Water and Wastewater Improvements, McAllen, TX.

Engineer responsible for leading the 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107. Coordinated with the client, several City departments, McAllen Public Utility, TxDOT, and Hidalgo County Drainage District during the planning and design phase. The planning phase consisted of providing a schematic design with horizontal and vertical alignments, drainage design, noise wall design, and project constraints including right-of-way needs.

Mission Redevelopment Authority, Anzalduas Highway Wastewater and Water Trunk Lines Phase 2, Mission, TX.

Engineer assisting in the adjustment of water and sewer lines conflicting with irrigation lines. The project consisted of 5.5 miles of wastewater and water trunklines along Anzalduas Highway; from the Port of Entry to Trinity Road. The wastewater trunklines ranged in size from 12- to 21-inch with depths from 5 ft to 20 ft. The water trunklines ranged in size from 12- to 16-inch and included fire hydrants at a spacing of 300 ft. These trunklines will allow for future development along the Anzalduas corridor.

City of McAllen, Bicentennial Boulevard Extension; McAllen, Texas.

Engineer responsible for the planning phase of the project, which consisted of providing the horizontal and vertical alignment and drainage design for the road. Also developed cost estimates for the project. The objective of the project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. The project is located by Bicentennial Blvd. and Trenton Road and Bicentennial Blvd. and SH 107.

McAllen Public Utility, Sprague Road Interceptor Sewer Project, McAllen, TX.

Assisted in estimating wastewater demands, sewer alignment, and compiling construction documents and specification manuals. The project consists of designing the Sprague Road Interceptor, a deep, wastewater line to serve the subdivisions and Colonias within the project area.

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Lizbeth Guerra, PE

Lizbeth is a Senior Electrical Engineer with more than two decades of overall engineering and business management experience. She has worked on design plans that included electrical power distribution, electrical back-up power, lighting and special systems design, as well as the development of project specifications.

ROLE

Electrical Backup Power

EXPERIENCE

23 Years

EDUCATION

BS, Electrical Engineering, University of Texas Rio Grande Valley

REGISTRATION

Professional Engineer: TX #103534

REPRESENTATIVE PROJECT EXPERIENCE

Brownsville Public Utility Board, Water Wastewater Treatment Plant Backup Power Improvements Study, Brownsville, TX.

Project manager for the resiliency study to upgrade the backup power systems of five water and wastewater treatment plants. Developed project schedules, coordinated internal and client reviews, oversaw the progression of internal deliverables, allocated personnel resources for production, oversaw project budget and developed the final conceptual engineering report.

Hidalgo County Drainage District Maintenance and Operations Facility, Edinburg, TX.

Engineer of record for the electrical design of a new 8,000 square foot facility. The electrical design included the design of the service entrance distribution, general power and power for new mechanical and plumbing equipment, interior LED lighting, security, fire alarm systems, and exterior site lighting. The electrical design included the design of a backup power generator system with an automatic transfer switch and docking station.

TWG, Free Standing Urgent Medical Center, Palmview, TX.

Engineer of record for the electrical design of a new 13,000 square foot urgent care center. Electrical design encompassed general power, interior LED lighting, data, security, fire alarm systems, and exterior site lighting. A Type II Essential Electrical System (EES) as per NEC 517 is included, featuring a generator, docking station, and automatic transfer switches for life safety and equipment branches.

McAllen ISD, Generator Additions, McAllen, TX.

Project manager and engineer of record for the designs of five back up power systems throughout McAllen ISD. The designs included identifying critical technology loads needing back up power and designing new backup power systems that included diesel generators, load bank options and automatic transfer switches. The designs provided modifications to the existing electrical power distribution systems, new branch circuiting to critical equipment requiring back up power and the development of project specifications

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Gabriel Benavides, Jr., PE

Gabriel is the Director of MEP at Halff and has been involved in electrical engineering design, construction management and project management for municipalities, government and commercial facilities. He has acquired extensive experience in power system design and construction administration for K-12 and higher education renovation projects. Gabriel is also responsible for managing the QA/QC program for the Halff MEP practice. Gabriel has a proven track record of verifying compliance with industry standards and incorporating considerations of reliability, redundancy, energy efficiency and climate consciousness in his designs.

ROLE

Electrical Backup Power

EXPERIENCE

18 Years

EDUCATION

BS, Electrical Engineering, University of Texas Rio Grande Valley

REGISTRATION

Professional Engineer: TX #119255

REPRESENTATIVE PROJECT EXPERIENCE

Brownsville Public Utilities Board, Lift Station Rehabilitation Packet 2, Brownsville, TX.

Engineer responsible for the electrical, instrumentation, and controls design of nine existing sanitary sewer lift station upgrades. BPUB provides water and wastewater services to the City of Brownsville and the surrounding area. The wastewater collection system has 179 active lift stations which have been in service for many years and are showing signs of significant corrosion and electrical equipment needing safer operable equipment. Electrical upgrades incorporated new electrical distribution equipment, explosion proof raceway design, corrosive resistive equipment rack, portable generator docking station, and a motor starter panel. Instrumentation and controls design included an operator local control panel design at low voltage to increase operate safety.

City of Edinburg, Downtown Water Plant Backup Generator Improvements, Edinburg, TX.

Project Manager and electrical engineer of record for the design improvements to the high-service pump station. The improvements included converting the existing overhead service to underground, with pad mounted utility transformers.

City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.

Project Engineer responsible for water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forced the removal of existing water lines conflicting with ongoing highway improvements. The distribution system improvements involved removing existing PVC and AC lines, and replacing them with 45,000 lf of 8” and 17,500 lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consisted of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity.

City of Belton, South Belton Sewer System (SBSS) Phases 2 and 3 Wastewater, Belton, TX.

Project Engineer responsible for developing a radio frequency signal propagation study. The study consists of analyzing adequate signal strength at existing receiver by studying signal path terrain, vegetation, building obstructer and earth curvature. Based on these parameters, made recommendations to site antenna performance and height.

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Jose Delgado, PE, RCDD, LEED AP

Jose is an electrical engineer with over 23 years of experience designing electrical and SCADA control systems for various applications, including water and wastewater treatment, distribution, and industrial facilities. His experience also extends to stand-by/backup power design, installation, and complex electrical retrofits, indicating his understanding of the construction process. Specifically, within the water industry, Jose has worked on electrical engineering projects for water treatment plants, wastewater treatment and disposal facilities, water reuse and irrigation systems, and instrumentation and control systems. This demonstrates his familiarity with these types of facilities' unique requirements and challenges.

ROLE

Information and Communication Technology

EXPERIENCE

23 Years

EDUCATION

BS, Electrical Engineering, University of Texas Rio Grande Valley

REGISTRATION

Professional Engineer: TX #101998

CERTIFICATIONS

Leadership in Energy and Environmental Design, Accredited Professional: TX #10450958

Registered Communications Distribution Designer: TX #260372

REPRESENTATIVE PROJECT EXPERIENCE

Rio Grande City, 6.0 MGD Water Treatment Plant Project Construction Management and Project Services, Rio Grande, TX.

Electrical Engineer for the construction of a construction-manager-at-risk designed 6.0 MGD water treatment plant. Performed engineering inspections to the water treatment plant. The inspections were performed to identify systems not in compliance with contract documents and the National Electrical Code. This project included the construction of a river pump station, raw water conveyance system, raw water basin, filters, clearwell, high service pump station, disinfection facility, chemical feed system, sludge lagoons, administration building, electrical building, site work and distribution piping.

McAllen Public Utilities, South Wastewater Treatment Plant Upgrade, McAllen, TX.

Electrical Engineer for the electrical and controls engineering design of an existing water treatment facility. Corix Utilities operates a rural water system serving approximately 1,160 connections and covers approximately 106,440 acres. Upgrades included an increase in pump capacity at Plant 3, a potable buffer tank to prevent outpacing the ground water filter rate. Electrical upgrades included a new electrical service, motor control center, motor circuits, and generator quick connect. Upgrades also included industrial instrumentation and controls systems. The existing relay control-based system was upgraded to a PLC controller with UPS backup and cellular supervisory.

City of Houston, Sims Bayou Wastewater Utility Lift Station, Houston, TX.

Electrical Engineer responsible for the electrical design of a new wastewater lift station with six 300 HP submersible pumps. The design included diagrams for the SCADA instrumentation interface with gas sensors, motor overloads sensors, and motor maintenance sensors. The electrical design also included power factor correction capacitors, utility to generator power transfer switching gear, lighting, and lighting controls, and coordination with electric utility service provider.

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Rudy Juarez, CGCIO

Rudy brings 39 years of expertise in Information and Communication Technology (ICT), with a focus on law enforcement, education, and government projects. He has led numerous enterprise-level innovations in access control, video surveillance, digital signage, A/V modernization, and structured cabling standardization for public entities. Rudy is routinely involved in MEP and ICT design and construction management, contributing to the advancement of city network infrastructure, Wi-Fi systems, telecommunications, and related technologies.

ROLE

Security

EXPERIENCE

39 Years

EDUCATION

BBA, Computer Information Systems, University of Texas Rio Grande Valley

CERTIFICATIONS

Certified Government Chief Information Officer, NC

REPRESENTATIVE PROJECT EXPERIENCE

McAllen Public Utilities, South Wastewater Treatment Plant Upgrade, McAllen, TX.

Project Manager responsible for planning and design of a new administration facility to increase operational efficiencies and improve response time during emergency scenarios. Site improvements included a new Blower & Electrical building and a new Administration building. The ICT included the planning and design of a Telecom Room, conduit, pathways, and back boxes for owner provided data/voice/CATV structured cabling, contractor furnished and installed security network and SCADA rack, and access control system.

McAllen ISD, Travis Middle School Surveillance System Upgrades, McAllen, TX.

Task Leader for ICT on the McAllen ISD Middle Schools and Stadium responsible for the design and delivery of video surveillance cameras, video management system coordination, securing and proper HVAC for IDFs, and issuing recommendations affecting construction planning schedule. This project involved a new surveillance camera system, HVAC, and electrical upgrades for Travis Middle School.

Brownsville Public Utility Board, Annex Building, Brownsville, TX.

Task Leader for ICT responsible for structured cabling, video surveillance, access control and recommendations affecting construction planning schedule. The new 3-story, 63,000-sf building provided office space to four utility departments: accounting, engineering, information technology (IT), and supervisory control and data acquisition (SCADA). The new facility holds an IT Network Operation Center (NOC), SCADA Network Operation Center and an Energy Control facility. The Electronic Safety & Security (ESS) portion of this project included the design for an integrated video surveillance cameras and access control systems to verify comprehensive site monitoring and restricted access management.

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Adrian Garza, Jr., PE

Adrian brings experience as an electrical engineering consultant in the water and wastewater industry, consisting of estimating, project engineering, scheduling, planning, and designing water and wastewater treatment facilities with emphasis on the electrical, controls, and communication in the South and Southeast Texas area.

ROLE

Controls/SCADA

EXPERIENCE

10 Years

EDUCATION

BS, Electrical Engineering, University of Texas Rio Grande Valley

REGISTRATION

Professional Engineer: TX #140303

CERTIFICATIONS

NCCER Instrument Technician: #13376272

REPRESENTATIVE PROJECT EXPERIENCE

City of Pharr, Wastewater Treatment Plant Upgrade, Pharr, TX.
Electrical Engineer responsible for upgrading and replacing the motor control centers in the Digester Area and the wastewater facility's Oxidation Ditch of the wastewater facility.

City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.
SCADA and Instrumentation Lead. The project consisted of water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forced the removal of existing water lines conflicting with ongoing highway improvements. The distribution system improvements involved removing existing PVC and AC lines, and replacing them with 45,000 lf of 8-inch and 17,500 lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consisted of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity.

Brownsville Public Utilities Board, Lift Station Rehabilitation Packet 2, Brownsville, TX.
SCADA and Instrumentation Lead responsible for upgrades to the wastewater collection system, including nine active lift stations. The upgrades incorporated new electrical distribution equipment, an explosion-proof raceway design, a corrosive resistive equipment rack, a portable generator docking station, and a motor starter panel. The instrumentation and controls design included an operator local control panel design at low voltage to increase operator safety.

City of Nacogdoches, 2022 Water and Wastewater SCADA System Master Plan, Nacogdoches, TX.
Project Manager, SCADA and Instrumentation Lead responsible for the SCADA Master Plan for the City of Nacogdoches. The Master Plan is designed to upgrade the existing SCADA system related to hardware and software and integrate the two separate systems into one system.

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Cameron Vester, PE

Cameron has extensive structural design and project management experience across a diverse array of projects, including industrial, commercial, municipal, bridge, landscape, and civil structures for private, federal, and municipal clients. His design expertise encompasses a broad range of construction materials, such as reinforced concrete, structural steel, reinforced masonry, light-gauge metal framing, and timber. Cameron's deep knowledge of 3D technologies and design methods enhances field accuracy and minimizes construction errors.

ROLE

Structural

EXPERIENCE

15 Years

EDUCATION

ME, Structural, Rice University

BS, Civil Engineering, Rice University

REGISTRATION

Professional Engineer: TX #128858

REPRESENTATIVE PROJECT EXPERIENCE

North Texas Municipal Water District (NTMWD), Water Systems Operations Center, Wylie, TX.

Structural task leader and engineer of record for a two-story ICC-500 certified facility in Wylie, Texas. Structural system comprised of metal deck on metal bar joists supported by structural steel framing and tilt wall panels in the unhardened portion of the building. The hardened portion of the building comprised of composite beam roof system with two-inch metal deck and three inches of concrete on wide flange beams supported by concrete tilt wall panels and structural steel framing. The foundation consists of a suspended concrete slab supported on concrete drilled shafts.

NTMWD, Water Systems Operations Center, Wylie, TX.

Structural Engineer responsible for the analysis and design of a new Water Operations Facility located adjacent to the District's existing Wylie Plant. The project includes the design of a 12,319 sf Water Operations Building. The project houses 45 technical staff in an office-type occupancy and a control room (SCADA) for NTMWD. The plan includes a conference room and a training room. The control room is intended to monitor and manage the water delivery component of the District's operations.

NTMWD, Wilson Creek Wastewater Treatment Facility, Allen, TX.

Structural Engineer responsible for the design of three building structures in Allen. This project involved a 5,184 sf maintenance facility, which includes a 2,900 sf maintenance bay and a 2,300 sf office and staff support area. A 15-ton-capacity, double girder bridge crane serves the maintenance bay. This bay is used to maintain large pumps, valves, and other equipment integral to the plant's operation.

Town of Northlake, Catherine Branch WWTP Design, Northlake, TX.

Structural Engineer for the proposed 0.25 mgd wastewater water treatment plant (to be accomplished in two 0.125 mgd phases), a 1.0 mgd lift station, 250 lf of an 8-inch force main, and 500 lf of a 10-inch effluent outfall. The lift station is close to Catherine Branch and will pump wastewater from the interceptor near the Branch to the WWTP site. The outfall pipeline will convey treated effluent from the WWTP to the Branch.

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Guadalupe Nunez Jr., RPLS

Guadalupe brings a wealth of expertise in land surveying and civil engineering technology, marked by a diverse array of specialized skills. His professional journey encompasses vast experience with land development projects, utility extension projects, transportation projects and Subsurface Utility Engineering (SUE) project management for both private and public sector projects. His experience includes but is not limited to conducting boundary and topographic surveys, as well as ALTA/ACSM surveys and preparation of Metes and Bounds descriptions. He is proficient in performing level loops and with generating elevation certificates. Guadalupe is also adept at executing route surveys and creating right of way maps. He has established horizontal and vertical control for aerial mapping projects, and managed surveys for electrical transmission lines and gas pipelines. His capabilities extend to construction staking and securing meticulous as-built surveying. Additionally, Guadalupe excels in project management, effectively leading survey field parties, managing survey drafting technicians, and managing client/consultant relationships with corresponding administrative duties thereby establishing the seamless execution of complex projects.

ROLE

Survey

EXPERIENCE

29 Years

EDUCATION

AA, University of Texas at Brownsville

BS, Mathematics, University of Texas at Brownsville

REGISTRATION

Registered Professional Land Surveyor: TX #5914

REPRESENTATIVE PROJECT EXPERIENCE

East Rio Hondo Water Supply Corporation (ERHWSC), Various Water/Wastewater Line Extension Projects in Cameron County, TX.
Project Surveyor for over 150,000 lf of utility extensions. Featuring projects such as the FM 510 Water Transmission Line, North RO Waterline, FM 1575 utility extensions.

Brownsville Public Utilities Board (BPUB), Various Utility Extension projects in Brownsville, TX.
Project Surveyor for over 250,000 lf of utility extensions. Featuring projects such as the BPUB Brownsville ARRA Water/Wastewater Improvements projects, North Paredes Line Rd / Central Avenue Water/ Wastewater extension project, BPUB Downtown Brownsville Water/ Wastewater Improvements project Phase 2, BPUB 50 mile Brownsville to Edinburg Gas Line.

City of McAllen, 33rd Street Extensions, McAllen, TX.
Project Surveyor for this project involved the installation of a new, 1-mile local roadway between Auburn Avenue and Oxford Avenue, providing traffic relief in the dense suburban area by offering an additional access route to surrounding collector roads. Surveys were conducted to acquire the necessary ROW. The design included new roadway grading and underground drainage systems for effective water management and road durability. Existing potable and reuse water systems were relocated to accommodate the roadway. A roundabout was also built at 33rd Street and Oxford Avenue, improving traffic flow and enhancing the area's aesthetic appeal through landscaping and lighting. These efforts boosted transportation efficiency, water management, and overall urban aesthetics in Northwest McAllen, supporting the City's development and community improvement initiatives.

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Solveig Cantu, PE

Solveig's experience includes working on a variety of projects for both public and private clients. She has assisted with cost estimates, subdivision plats, and the development of construction/design plans and specifications for civil projects involving sanitary sewer and water, drainage, paving and dimension, and utility relocations. Solveig also has experience with construction administration tasks including attending construction meetings and conducting site visits.

ROLE

Construction Administration

EXPERIENCE

7 Years

EDUCATION

BS, Civil Engineering,
University of Texas at Austin

REGISTRATION

Professional Engineer:
TX #147784

REPRESENTATIVE PROJECT EXPERIENCE

McAllen Public Utilities, Sprague Road Sewer Project, McAllen, TX.

Project Engineer for this project involved an 18- to 48-inch wastewater transmission pipeline in McAllen, 7.5 miles long that served 18,000 acres. This deep, gravity wastewater line is the first phase of an overall project to serve the subdivisions and Colonias within the project area. The project was funded through TWDB and therefore required several tasks. Before starting the design, Halff developed an Engineering Feasibility Report for the interceptor and a separate PER for the proposed lateral trunk lines. We helped prepare and submit an application for MPU to request funds under the TWDB's Economically Distressed Area Program. The design of the collection system began when both reports were approved.

McAllen Public Utilities, Bicentennial Extension Water and Wastewater Improvements, McAllen, TX.

Project Engineer for this 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107. Coordinated with the client, several City departments, McAllen Public Utility, TxDOT, and Hidalgo County Drainage District during the planning and design phase. The planning phase consisted of providing schematic design with horizontal and vertical alignments, drainage design, noise wall design and project constraints including Right of Way needs. The design phase consisted of finalizing the horizontal and vertical alignment, reviewing cross sectional views, utility relocations, irrigation canal adjustments, environmental services, and developing grading and drainage design for the proposed road.

SAWS, FM 1560 Water and Sewer Design, San Antonio, TX.

Project Engineer for this project that included joint bids with TxDOT. This project operated on an accelerated schedule to align with TxDOT's 60% design milestone by forming and guiding internal teams of Senior Engineers, consistently staying ahead of TxDOT's timeline. His responsibilities also included coordinating utility conflict resolutions with TxDOT, assessing right-of-way for utility placements, and developing construction documents, specifications, and agreements. The project required relocating existing water and wastewater mains to accommodate the widening of FM 1560. Phase 1 involved relocating 6,100 feet of 42-inch and 1,400 feet of 12-inch water mains, along with 30 feet of 36-inch and 1,110 feet of 18-inch sewer mains. Phase 2 consisted of relocating 650 feet of 24-inch, 2,450 feet of 20-inch, and 1,000 feet of 12-inch water mains.

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Andrew Salinas, PE, SIT

Andrew offers extensive experience in land development for municipal and county projects, with a focus on the review and implementation of roadway, drainage, water, and wastewater infrastructure. His qualifications include managing multidisciplinary teams and subconsultants, conducting analysis and interpretation of state statutes, and facilitating coordination with clients, regulatory agencies, and the public. Mr. Salinas also brings expertise in the development of GIS-based tools and solutions to support project planning and decision-making.

ROLE

Utilities Coordination/ Permitting

EXPERIENCE

14 Years

EDUCATION

MS, Geospatial Survey Engineering, Texas A&M University at Corpus Christi

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATION

Professional Engineer: TX #128943

CERTIFICATIONS

Surveyor in Training: TX #110151

REPRESENTATIVE PROJECT EXPERIENCE

City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.

Project Manager responsible for the oversight of the waterline and water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forced the removal of existing water lines conflicting with ongoing highway improvements. The distribution system improvements involved removing existing PVC and AC lines, and replacing them with 45,000 lf of 8-inch and 17,500 lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consisted of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity.

Sharyland Business Park, Warehouse Additions, McAllen, TX.

Project Engineer responsible for the design and management of subdivision infrastructure for this expansion of the Sharyland Business Industrial Park. The scope included the extension of Honduras Road from Industrial Parkway to Shary Road, enhancing connectivity within a rapidly growing industrial corridor. Additional infrastructure improvements featured the design and construction of stormwater, water, and sanitary sewer systems to support long-term development. To accommodate large 72-inch reinforced concrete pipes (RCP), custom storm boxes were fabricated and installed to facilitate efficient stormwater conveyance. Sanitary sewer upgrades included a lift station designed to serve approximately 231 acres of surrounding industrial parks. These improvements were critical to sustaining industrial growth and providing reliable utility service across the development.

City of McAllen, 33rd Street Extension, McAllen, TX.

Project Manager responsible for the oversight of this project which consisted of roadway paving and drainage improvements to connect Oxford Avenue and Auburn Avenue.

City of Rio Grande City, Street Improvements, Rio Grande City, TX.

Project Manager responsible for the reconstruction and overlay of various roads throughout the City. The scope included curb and gutter modifications, utility structure adjustments, installation of traffic markings/ signage, and traffic control devices. Roadway use ranged from local residential streets to high-traffic collectors and heavy industrial truck routes. Temporary traffic control was implemented to maintain pedestrian and vehicular access. Coordination with jurisdictional entities such as TxDOT, StarrGAS, AEP, and Border Pacific Railroad was essential.

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LeRoy Martinez, PE

LeRoy, a mechanical engineer focused on HVAC mechanical systems, has a proven track record of successful project management. His expertise has been instrumental in managing various projects, including renovations and new constructions for local K-12 schools and higher education institutions, such as the University of Texas Rio Grande Valley (UTRGV). His practical communication skills with owners and stakeholders have led to the successful completion of each project, on schedule and within budget.

ROLE

Mechanical/ Plumbing

EXPERIENCE

6 Years

EDUCATION

BS, Mechanical Engineering, University of Texas Rio Grande Valley

REGISTRATION

Professional Engineer: TX #150870

REPRESENTATIVE PROJECT EXPERIENCE

McAllen ISD, McAllen High School HVAC Renovation, McAllen, TX.
Lead Engineer for this project which involved a Central Utility Plant replacement project at the existing McAllen High School. Project included the removal of existing chillers, pumps, and piping and the installation of three new water-cooled chillers, new condenser, chilled water pumps, and a new cooling tower.

McAllen ISD, Nikki Rowe High School HVAC Improvements, McAllen, TX.
Project Manager contracted to provide MEP services for the replacement of air handling units and fan-coil units at Nikki Rowe High School. Work included field survey, demolition plans, design of a new HVAC systems and electrical support for replacement units, preparation of bid documents, bid evaluations, and construction administration.

McAllen ISD, McAllen High School HVAC Renovation, McAllen, TX.
Lead Engineer for this project which involved a Central Utility Plant replacement project at the existing McAllen High School. Project included the removal of existing chillers, pumps, and piping and the installation of three new water-cooled chillers, new condenser, chilled water pumps, and a new cooling tower.

McAllen ISD, Lamar Campus HVAC, McAllen TX.
Project Manager responsible for MEP engineering services for HVAC Improvements. Project consisted of the design of HVAC Improvements and supporting Electrical, Plumbing, and including minor interior building improvements. The improvements included the replacement of existing fan coil units (FCU), associated ductwork, piping, and miscellaneous supporting equipment, the replacement of existing AHU's serving the associated FCUs and several DX packed Roof top units located throughout the campus. New design included the replacement of air-cooled chillers and associated pumps. New space heating and cooling loads and ventilation calculations were performed along with miscellaneous hydronic improvements as needed to utilize existing chilled water piping system; thereby, limiting construction cost.

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Lorena Corpus

Lorena Corpus has years of experience in acquisition services. Lorena joined Halff as a contract administrator and has since moved into the Right-of-Way department. She assists Halff in acquiring parcels, and relocation of residential and personal properties. She also assists with project administration, negotiation with stakeholders, title curative, closing, eminent domain, and condemnation.

ROLE

ROW/Acquisition

EXPERIENCE

23 Years

EDUCATION

HSD, Mission High School, 1997

REGISTRATION

Licensed Real Estate Agent: TX #658610

REPRESENTATIVE PROJECT EXPERIENCE

City of Edinburg, Sugar Road Schematic, Edinburg, TX.
Task Lead for acquisition of approximately 60 parcels for the Sugar Road widening in Edinburg. Services included Negotiation, Title, Curative, and Closing support.

TxDOT Pharr District, 23rd Street Project, Hidalgo County, TX.
ROW Task Lead. Project consists of the acquisition of eight parcels for the widening of 23rd street in McAllen, Texas. Services included Project Administration, Negotiation, Title Curative, Closing, and Condemnation Support.

SH 365, Hidalgo County Regional Mobility Authority, McAllen, TX.
ROW Task Lead. Project consisted of the acquisition and relocation of 50 acquisition and four relocation Right of Way parcels. Services included Negotiation, Title Curative, and Relocation Management and Assistance.

IBTC, Hidalgo County Regional Mobility Authority, McAllen, TX.
ROW Task Lead. Project consisted of the acquisition and relocation of 63 acquisition and 43 relocation Right of Way parcels. Services included Project Administration, Negotiation, Title Curative, Closing Support, Relocation Management and Assistance.

US 77, TxDOT Corpus Christ District, Kleberg County, TX.
ROW Task Lead. Project consisted of the acquisition of 38 right of way parcels and eight relocations (residential and personal property) for the expansion of existing right of way to meet current highway standards for US 77. Services included Project Administration, Negotiation, Title Curative, Closing, and Eminent Domain support.

IH 69E, TxDOT Pharr District, Cameron County, TX.
ROW Task Lead. Project consists of the acquisition of three parcels for the addition of a two-way shared use path. Services included Project Administration, Negotiation Assistance, Title Curative, Closing, and Condemnation Support.

Mile 6W, Hidalgo County Precinct 1, Weslaco, TX.
ROW Task Lead. Project consisted of the acquisition of 63 right of way parcels for the road expansion of Mile 9N to Mile 11N in Weslaco. Services included Project Administration, Negotiation, and Title Curative.

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3. Ability to Meet Schedules, Deadlines, and Budgets

Approach to Completing Projects On Time and Within Budget

Halff has a proven record of keeping projects on schedule and within budget. Halff will hold a kickoff meeting with the City to discuss project goals, deliverables, and schedule. After the initial evaluation and project walk through, **Halff utilizes Microsoft Projects** to develop a master schedule for the simultaneous completion of all program projects. Schedules will be continually updated, based on identified risks, while identifying critical path items and parallel work activities critical to verifying adherence to the schedule.

Budget should always be considered when making design decisions. Halff will continually work with the consultants to update the construction costs as the project progresses to verify that the projects stays within budget. If necessary, Halff has experience delivering value engineering to make certain that the project falls within the budget without hindering the functionality of the project.

Maintaining the work schedule will be one of the elements that will define success for this contract. Halff has a reputation for meeting the schedules that have been laid out by the project's owners. Our key to successful project execution is developing the project schedule up front and identifying the required staffing levels. An integral part of developing the schedule is involvement with both the client and relevant regulatory agencies. Our techniques include using partnering sessions at the beginning of the project and obtaining commitments from project partners to expedite the decision-making and review process.

Timely Project Delivery

Our Project Managers are given the resources and authority to develop the working project schedule and to assign resources to meet the established schedule. Our Principal-in-Charge, **Marcos Diaz, PE,** and Project Manager, **Raul Garcia, Jr., PE, CFM**, will be responsible for developing and maintaining the schedule. All of our project managers have a record of exemplary performance on municipal projects, fully understand the design process, and can sequence schedules so that many tasks are worked on concurrently, reducing the overall project schedule.

For each component of production effort, Halff will review the project and confirm that the schedule is reasonable for their assigned tasks. Schedules will be updated regularly so that each team member can visually track progress. If for any reason a schedule varies or slips, a contingency plan will be produced for recovery. The schedule will be directed back on track by focusing the team on critical tasks, applying additional manpower to the project, or a combination of both. One key to successful schedule management is getting each team member to review the schedule and commit to the completion of their tasks. With buy-in from each professional discipline, we have been successful at completing our projects in a timely manner.

Key components to staying on schedule include:

- Establishing an end date and reinforce that date each time the schedule is discussed.
- Identifying critical decisions early and verify that action is taken by those responsible.
- Providing adequate staffing at all times.
- Making certain that those who start a task finish it, to the extent possible.
- Holding monthly design progress meetings with the university's Project Manager. Discussing, deciding, and documenting key decisions in these meetings.
- Being persistent.

> **"Halff provided value by bringing the project in on time and on budget. They provided excellent engineering services throughout the process."**
>
> **Jeff Underwood**
> **City Manager**
> **City of Alton**

Construction Budgeting

The Halff team has an established reputation for delivering projects that remain within budget. Keeping projects in budget during this time of rapid inflation, increased cost of construction, and the rise in the cost of construction materials makes budget estimating a challenging task. We believe our cost estimating approach is up to these challenges and will help deliver a successful project.

Initial Budget Confirmation

Before we begin work on any project, our team will meet with the City to discuss the project budget and will seek to determine if the stated project budget is adequate to meet the project scope. Often times project budgets are established early in the project planning stages and are not adjusted to meet yearly inflation.

Accuracy of Halff's Cost Estimating

Our systematic approach to developing the Opinion of Probable Construction Cost (OPCC) is a fundamental benefit to the City. The large number of projects Halff has designed in the last five years allows us to a have substantial database of bid tabulations to draw from when preparing the OPCC for projects. Our structured approach and intensive QA/QC process makes certain that our estimated quantities and bid items are accurate, concise, and verifiable. Our ability to track cost changes occurring in the construction industry is locally focused, with a clear understanding of the global impacts and changes occurring in the marketplace at any given time. We understand the accuracy of our OPCCs provides great value to the City in maintaining the project budget established for these projects.

Updated Estimates

At each submittal milestone, the OPCC will be updated to reflect better definition of the project design. At the submittal milestone review meetings, the OPCC will be discussed, and decisions made to either remain on track with design or to modify the design if the project budget exceeds the budget established for the project. It is more efficient to make design modifications to accommodate the project budget early in the design process than waiting until the end of the project or when the project bids come in and it is much more disruptive to make changes.







ON TIME
ON BUDGET

4. Experience with Similar Projects

Anzalduas Highway Lift Station, Water Main, and Reuse Line

Mission Redevelopment Authority | Mission, TX



This project is located on the south side of the City of Mission. The project includes wastewater trunk line infrastructure, water trunk lines, reuse lines, force mains, and the design of 2 lift stations. Anzalduas Hwy Lift Station was designed as a 2,800 gpm, 4-pump station. Military Hwy Lift Station was designed as a 450 gpm, duplex station. Wastewater trunk lines ranged in size from 12” to 21” diameter with depths of approximately 15 feet. A 16” force main was designed to flow directly into the city of Mission Wastewater Treatment Plant. A reuse line was also designed to allow for 1 MGD of reuse water to flow back to the development from the Wastewater Treatment Plant. Twelve-inch diameter water trunk lines were also designed along this corridor. In total, Halff designed 12.89 miles of wastewater collection lines, water lines, a reuse line, and force mains.

Completed: 2015
Cost: $4.62M
Client Contact:
Juan Pablo “JP” Terrazas, P.E,CPM
Mission Redevelopment Authority
956.585.3275
jpterrazas@missiontexas.us

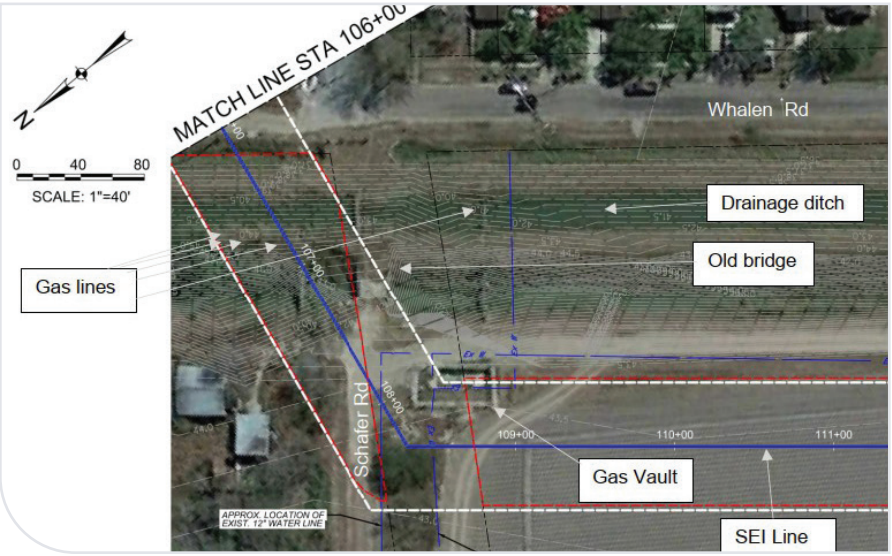
Relevant Experience:
Lift Station, Water Main, Reuse Line Design

Project Completion:
On time and within budget

Development of the project reports and construction documents; periodic meetings with the Authority and subconsultants; accountability and status reporting for the Authority; visited the sub-consultant’s office on regular basis to verify status of work and provide tech assistance; coordinated progress submittals; managed the QA/QC process, responsible for quality of final deliverable; wastewater, water, and reuse pipeline design; lift station design; surveying; and bidding and construction phase services.

Little Creek Sewer Interceptor Constructability and Cost Estimate

Harlingen Water Works System | Harlingen, TX





This Constructability and Cost Assessment will study two alternatives, or options, for improving Harlingen Water Works System's (HWWS) wastewater collection system in the center of Harlingen by decommissioning multiple lift stations, upsizing, and improving a main interceptor line. This effort will help HWWS get a better understanding of the conflicts likely to be encountered during construction for the two possible alignments for the deep sewer interceptor and translate these conflicts to a better construction cost. This updated construction cost and understanding of the construction conflicts can be used by HWWS to decide which alternative they will develop construction plans for and construct. *This project was done in conjunction with MEG who provided Geotechnical Engineering.*

Completed: Ongoing
Cost: N/A
Client Contact:
Gabriel Trevino, PE
Harlingen Water Works System
956.430.6110
getrevino@hwws.com

Relevant Experience:
Surveying, Civil Engineering, Environmental

Project Completion:
On time and within budget

8th Street and Quince Lift Station Replacement

McAllen Public Utility | McAllen, TX



The existing wet well / dry well lift station at 8th Street & Quince Avenue was originally constructed over 60 years ago. While the pumps, motors and controls had been repaired and upgraded over the years, no major rehabilitation had been done to the facility. The service area of the lift station was near the built-out condition and the pumps, motors, valves and piping at the lift station were in need of replacement. Halff evaluated the current lift station pumping and structural facilities, reviewed the actual current and projected flow requirements for the facility, reviewed the current Texas Commission on Environmental Quality (TCEQ) requirements as they relate to this lift station, identified potential structural and pumping options, performed a detailed evaluation of the selected options and made a recommendation for the final design. Halff designed a new lift station with a triplex system of submersible pumps. The recommended option removed the center divider wall, installed a fiberglass wetwell insert and a triplex submersible pumping system (three 700 gallon per minute pumps). This option was selected because it had the lowest overall construction cost and rated higher on all of the other evaluation criteria than the suction lift pumping system did.

Completed: April 2008
Cost: $590K
Client Contact:
Carlos Gonzalez, PE
McAllen Public Utility
956.681.1777
cagonzalez@mcallen.net

Relevant Experience:
Surveying, Civil Engineering, MEP

Project Completion:
On time and within budget

6th Street and Martin Avenue Lift Station Replacement

McAllen Public Utility | McAllen, TX



Halff provided professional services for the replacement of an existing wet well/dry well lift station serving a large portion of north central McAllen. The project included the design of a new duplex pump station to replace an existing lift station that had reached the end of its life and no longer met the current design criteria for lift stations. The lift station is located in a residential neighborhood at the end of a “T” intersection. The existing lift station had been the victim of many automobile accidents where unfamiliar drivers had gone through the intersection and into the lift station. For these reasons, the design for the lift station included a masonry brick wall surrounding the lift station, an onsite odor control system, the relocation of the lift station 60 feet away from the street intersection, and a sturdy gate entering the lift station.

Completed: February 2010
Cost: $350K
Client Contact:
Carlos Gonzalez, PE
McAllen Public Utility
956.681.1777
cagonzalez@mcallen.net

Relevant Experience:
Surveying, Civil Engineering, MEP

Project Completion:
On time and within budget

Sprague Road Sewer Interceptor

McAllen Public Utility | McAllen, TX





The Sprague Road Interceptor is a deep, large diameter, gravity wastewater line and is the first phase of an overall project to serve the subdivisions and colonias within the project area with first time wastewater collection service. The interceptor is approximately 39,600 feet in length (7.5 miles) running along Sprague Road from Moorefield Road on the west and flowing east to McAllen's North Wastewater Treatment Plant.

The overall service area is approximately 17,707 acres and encompasses all of the subdivisions within the planning area. Construction of this Interceptor line is the first phase for servicing this area with wastewater collection and treatment services. It will be sized to serve all of the existing and future connections in the service area south of Mile 8 Road. The gravity interceptor varies from 18" to 48" diameter pipe.

Completed: 2024
Cost: $4.62M
Client Contact:
Eduardo Mendoza, PE
City of McAllen
956.681.1150
edmendoza@mcallen.net

Relevant Experience:
Surveying, Civil Engineering, Environmental

Project Completion:
On time and within budget

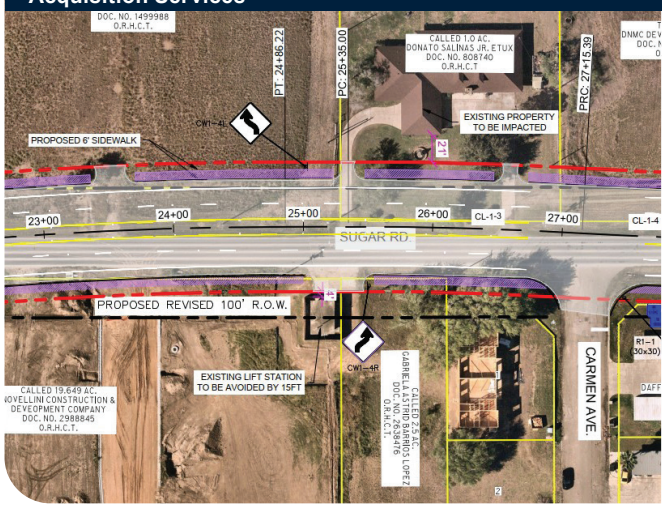
Halff ran a model of the sewer interceptor using Bentley SewerCAD to calculate the hydraulic grade line. Coordination with local regulatory agencies was critical so the project ran smooth and was successful, including the City of McAllen, McAllen Public Utility, TxDOT, Hidalgo County Drainage District, United Irrigation District, Texas Gas Service, AEP, and other franchise utility companies.

5. Previous Experience with the City of Edinburg

Halff has a successful history of providing engineering and construction services for projects with the City of Edinburg, ECISD, and the Edinburg Economic Development Council. The following represents the Edinburg projects in which our proposed project team members have provided services on.

PROJECT NAME	TEAM MEMBERS INVOLVED
CITY OF EDINBURG	
Fire Station No. 5 Survey	Raul Garcia, Jr., PE, CFM
Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services	Raul Garcia, Jr., PE, CFM ; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Lorena Corpus
U.S. Highway North 281 Water Distribution System Improvements	Raul Garcia, Jr., PE, CFM; Gabriel Benavides, Jr. PE
Bicycle and Pedestrian Master Plan	Raul Garcia, Jr., PE, CFM
U.S. Highway North 281 - Additional Waterline Improvements	Raul Garcia, Jr., PE, CFM
Downtown Water Plant Hi-Service Generator	Gabriel Benavides, Jr., PE
EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (ECISD)	
Barrientes Middle School Lane Improvements	Raul Garcia, Jr., PE, CFM
Edinburg High School Chiller Replacement	Gabriel Benavides, Jr., PE
Edinburg North High School	Gabriel Benavides, Jr., PE
South Middle School	Gabriel Benavides, Jr., PE
South Middle School Cafeteria Expansion	Raul Garcia, Jr., PE, CFM

Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services



Robert Vela High School Cooling Tower Replacement



6. References

MCALLEN PUBLIC UTILITY
Mark Vega, PE | General Manager
P 956.681.1630 | E mvega@mcallen.net
1300 Houston Avenue
McAllen, TX 78501

Halff worked on the North McAllen WWTP Generator Upgrade Project, South McAllen WWTP, and Sprague Road Sewer Interceptor Project for MPU. Services included - Water treatment plant electrical assessment, civil engineering, planning, design, construction administration, facility evaluations, utility coordination, surveying, environmental.

HARLINGEN WATERWORKS SYSTEM
Roy Rodriguez, PE | Interim General Manager
P 956.681.1630 | E roel.rodriguez@hwws.com
121 E. Harrison Avenue
Harlingen, TX 78550

Halff provided a Constructability and Cost Assessment to evaluate two alternatives for improving HWWS's wastewater collection system in central Harlingen by decommissioning lift stations and upsizing a main interceptor line. The assessment identifies potential construction conflicts and refines cost estimates to assist HWWS in selecting a preferred alignment for final design and construction.

BROWNSVILLE PUBLIC UTILITY BOARD
Marie Leal, PE | Director of Special Projects
P 956.983.6366 | E mleal@brownsville-pub.com
1425 Robinhood Drive
Brownsville, TX 78520

Halff provided engineering services to support the Brownsville Public Utilities Board (BPUB) in maintaining and upgrading 179 lift stations across the utility system. The scope included improvements to electrical and control systems, with a focus on enhancing safety, reliability, and enabling remote monitoring capabilities. These upgrades were part of BPUB's broader effort to modernize its water and wastewater infrastructure.

Halff provided value through bringing the project in on time and on budget (Bicentennial Boulevard Roadway and Utility Extension). They provided excellent engineering services throughout the process and was involved from the planning phase to project closeout.

Eduardo Mendoza, PE
City Engineer
City of McAllen

We improve lives and communities
by turning ideas into reality.

Halff
5000 W Military Highway,
Suite 100
McAllen, TX 78503
halff.com

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND SELECTED ENGINEERING CONSULTANT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES PURSUANT TO RFQ No. 2025 – 004 ENGINEERING SERVICES – LIFTSTATION #4 AND SEWER LINE UPGRADES**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Selected Engineering Consultant. (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for Professional Engineering Services, the Consultant shall provide services as defined, scheduled, and authorized. Services may include, but not be limited to Engineering Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall

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in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall

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without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SAMPLE

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

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f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

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H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services

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are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage

SAMPLE

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit ”B” and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended,

SAMPLE

or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and ~~defend~~ City, its officers, agents, and employees from ~~any~~

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~~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 for injury to or death to any person or for damage to any property arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

~~B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.~~

SECTION XI
LIMITATION OF LIABILITY

A. ~~Consultant~~ agrees to limit the ~~City's~~ liability arising from ~~City's~~ acts, errors, or omissions such that the total liability ~~of City~~ shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. ~~Consultant agrees that City~~ will ~~not~~ be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if ~~City~~ has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of ~~City's~~ liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action

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taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

Selected Engineering Consultant(s)
Address
City, State Zip Code
Attn.: Consultant Representative

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B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right,

SAMPLE

power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2020.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine R. Solis
City Attorney

SAMPLE

SELECTED ENGINEERING CONSULTANT

BY:_____

Consultant Representative
Address
City, State Zip Code
Phone: XXX-XXX-XXXX
Email:

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance

SAMPLE

EXHIBIT "A" AGREEMENT BETWEEN THE CITY OF EDINBURG AND SELECTED ENGINEERING CONSULTANT(S) FOR ENGINEERING SERVICES

SAMPLE

EXHIBIT “B” INSURANCE

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2024

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

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

PRODUCER	CONTACT NAME: Rebecca Egan
Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : The Continental Insurance Company	35289
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Allied World Surplus Lines Insurance Co	24319
INSURER E :	
INSURER F :	

INSURED HALFF
Halff Associates, Inc.
1201 N. Bowser
Richardson TX 75081

COVERAGES **CERTIFICATE NUMBER:** 1777732636 **REVISION NUMBER:** 24-25

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
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		WC014195843	8/1/2024	8/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2024	8/1/2025	Per Claim 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)

When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER

Sample Certificate;

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: 7/29/2025

Company/Vendor Name: Halff Associates, Inc.

Printed Name and Title: Raul Garcia, Jr., PE, CFM

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Halff Associates, Inc.
(Full, correct legal name)

- Address: 5000 W. Military Highway, Suite 100, McAllen, Texas 78503
- Telephone/Fax: Telephone: 956.664.0286 | Fax: 956.664.0282
- Email address: rgarcia@halff.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? Richardson, Texas

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: Raul Garcia, Jr., PE, CFM
Address: 5000 W. Military Highway, Suite 100, McAllen, Texas 78503
Telephone: 956.664.0286
Fax: 956.664.0282
Email: rgarcia@halff.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One (YES) NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

*Please see attached Litigation Response

Response to RFQ 2025-004
City of Edinburg, Liftstation #4 and Sewer Line Upgrades
Litigation Disclosure Form – Question 3

July 15, 2025

Question:

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.

Response:

CONFIDENTIAL – For Internal City of Edinburg Use Only – Not For Disclosure

Any And All Exceptions, Protections Under Applicable Open Records Laws and The Freedom Of Information Act Are Claimed by Halff.

Due to Halff's size, the number and complexity of the projects that Halff is involved with, and the heightened litigious nature of our society, Halff occasionally becomes involved in legal proceedings.

Halff is not involved in any project-based litigation against the City of Edinburg.

Halff was previously, or is currently, a party in the following civil cases:

1. *Y.C. Partners Ltd d/b/a Yantis Company v The City of New Braunfels v Halff Associates, Inc.*, C2014-0522A, District Court of Comal County, Texas, 22nd Judicial District, Yantis (the City's contractor) sued the City for failure to pay monies allegedly owed after the Contractor failed to follow proper protocols and not following the approved design, the City cross-claimed against Halff after the Contractor/Plaintiff alleged that its failures related to design defects.
2. *Pharr-San Juan-Alamo ISD v. D. Wilson Construction Co. et al*, 2021 003006, DC 430th Judicial District, Hidalgo County Texas, PSJA alleges design issues related to the HVAC system installed in an elementary school.
3. *Village Real Estate LLC v Ziegler-Cooper, Inc. Savills Inc. F/K/A/ Savills Studley, Inc., Seawood Builders, LLC, Halff Associates, Inc., and Permit-Expediters Inc.,* 2023 22283, 55th Judicial District, Harris County Texas, Village Real Estate sued the architect, engineer and other advisors and consultants related to the construction of a detention pond within an easement held by a third party.
4. *City of Willow Park v Halff Associates, Inc.,* CV23-2017, 415th District Court, Parker County Texas, Halff provided an opinion of construction cost related to a water transmission pipeline through the City of Hudson Oaks and the City of Willow Park which turned out to lower than actual bids received.
5. *City of Hutto v Brooklands Partners, Ltd.*, 23-1222-C395, 395th Judicial District Court, Williamson County Texas, The City of Hutto sued Brooklands alleging defective construction, Brooklands then sued Halff and others as a third-party defendants.
6. *Sonner Road 80, LLC v Jonathan Heusel; Path Engineering Design & Urbanism PLLC; Halff Associates, Inc.; and Gardner Architects LLC*, CJ-2020-5015, Oklahoma District Court, Oklahoma County, RESOLVED, suit settled in May 2024.

7. *Prairie Link Constructors JV, Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc. v AECOM v Halff*, DC-22-13917, 160th Judicial District, Dallas County Texas, RESOLVED, Halff's motion to dismiss was granted in January 2024.
8. *Fidencio Hernandez, et at v City of McAllen, Spawglass Contractors, Inc., Halff Associates, Inc., Palms Crossing Town Center, LLC and Gignac & Associates LLP*, Cw0024-17-A, 92nd District Court, Hidalgo County Texas, RESOLVED, suit was settled in June 2021.
9. *Performance Services, Inc. v Halff Associates, Inc., The Mystinfield Group LLC, Wiss Janney, Elstner Associates, Inc.*, 20-0475-C368, 368th Judicial District, Williamson County Texas, RESOLVED, suit was settled in December 2021.
10. *Lou Tilchin, Jaffe Tilchin Wealth Management, Inc. v ABI Companies, Inc., ABI Construction Services, LLC, GGI LLC, Genesis C E & I Services, LLC, Genesis Halff, Inc. and Genesis Halff CEI, Inc.,* 20CA003205 DIV. E, Circuit Court of the 13th Judicial Circuit Hillsborough County, Florida, RESOLVED, Genesis Halff, Inc. and Genesis Halff CEI, Inc. were dismissed from the suit in December 2021.
11. *Fidencio Hernandez and Maria Garcia, Individually and as Representatives of the Estate of AHH (Decedent) and Rose Amber Cordova v. Raymond Gignac, AIA, Individually and, DBA Gignac/TVS, Gignac & Associates, L.L.P., Thompson Ventulett Stainbeck & Associates, Inc., Architects, Halff Associates, Inc. and SWA Group d/b/a SWA Group Inc.*, C-0024-17-A, 92nd Judicial District, Hidalgo County, Texas, RESOLVED, suit was settled in June 2021.

Halff can and does affirm that there are no prior or ongoing legal matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's Senior Corporate Counsel, Nina Scherach, can be reached at nscherach@halff.com.

HOUSE BILL 89 VERIFICATION

I, Raul Garcia, Jr., PE, CFM, the undersigned representative of

Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, Jr., PE, CFM | Vice President, Director of Public Works

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Raul Garcia, Jr., PE, CFM, the undersigned representative of

Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

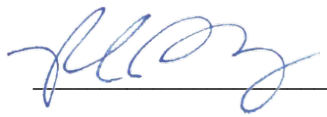
1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Garcia, Jr., PE, CFM | Vice President, Director of Public Works

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Raul Garcia, Jr., PE, CFM, the undersigned representative of

Halff Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 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.

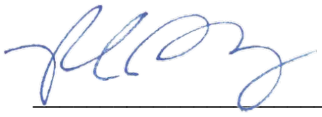
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Raul Garcia, Jr., PE, CFM | Vice President, Director of Public Works

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Raul Garcia, Jr., PE, CFM, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Halff Associates, Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Vice President, Director of Public Works

Subscribed and sworn to me this 29th day of July 2025.

By: _____

Notary Public

CHELSEY R TYSON
Notary Public
STATE OF TEXAS
NOTARY ID# 131623377
My Comm. Exp. June 27, 2026

My commission expires
6/27/2026

CONFLICT OF INTEREST DISCLOSURE

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  - 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: 7/29/2025

Company/Vendor Name: Halff Associates, Inc.

Printed Name and Title: Raul Garcia, Jr., PE, CFM

Authorized Signatory:

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

[JAVIER HINOJOSA ENGINEERING] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Javier Hinojosa Engineering Response

CONTACT INFORMATION

Company:
Javier Hinojosa Engineering

Email:
javier@javierhinojosaeng.com

Contact:
Javier Hinojosa

Address:
416 E. Dove Avenue
McAllen, TX 78504

Phone:
(956) 668-1588

Website:
N/A

Submission Date:
Jul 29, 2025 10:52 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

21-JHE_RFQ_NO._2025-003.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

22-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

23-CONFLICT_OF_INTEREST_DISCLOSURE.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

24-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

25-LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

26-HB_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

27-SENATE_BILL_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

28-SENATE_BILL_19.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

29-NON-COLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

30-CONFLICT_OF_INTEREST.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes

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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7. **Contact Information**

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2025

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

DAVIS INSURANCE AGENCY
2030 E Griffin Pkwy
Mission, TX 78572

CONTACT NAME: Carl Davis
PHONE (A/C, No, Ext): (956)581-9838 FAX (A/C, No): (956)519-1524
E-MAIL ADDRESS: davisinsuranceagency@yahoo.com

INSURED

Javier Hinojosa Engineering
416 E Dove
MCALLEN, TX 78504

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Insurance Co.	
INSURER B: Progressive Insurance Company	
INSURER C: Underwriters at Lloyds	
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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	72 SBA AH00UT	8/14/2024	8/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 100,000 10,000 2,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	02495223	8/14/2024	8/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			72 SBA AH00UT	8/14/2024	8/14/2025	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	72 WBC AH0A1Z	8/14/2024	8/14/2025	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liability			PLC-00030-03	1/3/2025	1/3/2026	Each Claim Aggregate	$ $	1,000,000 1,000,000

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

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG, TX 78542

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Carl Davis

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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:
June 9, 2025

Company/Vendor Name:
Javier Hinojosa Engineering

Printed Name and Title:
Javier Hinojosa, P.E., Owner

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Javier Hinojosa Engineering
(Full, correct legal name)

- Address: 416 E. Dove Avenue
  McAllen, Texas 78504
- Telephone/Fax: (956) 668-1588
- Email address: javier@javierhinojosaeng.com

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

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

4. Where is the Company's corporate headquarters located? McAllen, Texas

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) N/A

   c. State the number of full-time employees at the Edinburg office. N/A

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

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

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

   Name: Javier Hinojosa, P.E., Owner
   Address: 416 E. Dove Avenue,
   Telephone: McAllen, Texas 78504
   Fax: N/A
   Email: javier@javierhinojosaeng.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Javier Hinojosa, the undersigned representative of Javier Hinojosa Engineering, (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:

Javier Hinojosa, P.E., Owner

TYPE/PRINT NAME AND TITLE:

June 9, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Javier Hinojosa, the undersigned representative of Javier Hinojosa, P.E., Owner, (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:

Javier Hinojosa, P.E., Owner

TYPE/PRINT NAME AND TITLE:

June 9, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Javier Hinojosa, the undersigned representative of Javier Hinojosa Engineering, (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:

Javier Hinojosa, P.E., Owner

TYPE/PRINT NAME AND TITLE:

June 9, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Javier Hinojosa, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Javier Hinojosa Engineering (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Javier Hinojosa, P.E.

Title Owner

Subscribed and sworn to me this 9th day of June 20 25.

By: Javier Hinojosa

Claudia N. Ybarra

Notary Public Claudia N. Ybarra

CLAUDIA N. YBARRA
My Notary ID # 11903480
Expires March 23, 2028

My commission expires March 23, 2028

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.**

Javier Hinojosa / Javier Hinojosa Engineering

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7

Javier Hinojosa, P.E.		07/28/2025
Name of signatory	Signature	Date

[LEFEVRE ENGINEERING, PLLC.] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

LeFevre Engineering, PLLC. Response

CONTACT INFORMATION

Company:
LeFevre Engineering, PLLC.

Email:
richard@lefevreengineering.com

Contact:
Wesley LeFevre

Address:
818 Mansfield Dr.
Unit 182
Port Mansfield, TX 78598

Phone:
(956) 540-9328

Website:
http://www.lefevreengineering.com/

Submission Date:
Jul 29, 2025 10:36 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

FULL_SOQ_LIFT_STATION_#4.pdf

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

COI_City_of_Edinburg.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI_-_City_of_Edinburg_LeFevre_Engineering.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_(1).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_(1).pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

noncollusion_affidavit_EDINBURG.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes



STATEMENT OF QUALIFICATIONS

Prepared for

City of Edinburg

RFQ 2025-004

Lift Station #4 and Sewer Line Upgrades (Engineering Services)

July 29, 2025

LEFEVRE ENGINEERING
TEXAS REGISTERED ENGINEERING FIRM NO. 23093
818 MANSFIELD DR. UNIT 182
PORT MANSFIELD, TEXAS 78598

LEFEVRE ENGINEERING
TEXAS REGISTERED ENGINEERING FIRM NO. 23093

July 29, 2025

Gerardo Carmona, Jr., PE
Director of Utilities
City of Edinburg
415 W University Blvd
Edinburg, Texas 78541

Re: Request for Qualification – 2025-004 - Lift Station #4 and Sewer Line Upgrades (Engineering Services)

LeFevre Engineering, PLLC (LE) is pleased to submit our Statement of Qualifications for the aforementioned project.

LE is a multidisciplinary engineering firm licensed by the Texas Board of Professional Engineers (TBPE F-23093) with our head office located in Port Mansfield, Texas. Your point of contact is Richard LeFevre, BS, MS, CFM, PE (TX No. 102200), and holds the following licensed and certificates:

- Licensed Civil Engineer
- Licensed Environmental Engineer
- Certified Floodplain Administrator (CFM)
- HUB and DBE Certified
- LPG101 Certificate for Administration of Public Projects (TXDOT)

LeFevre Engineering is at 65% current capacity and is currently available to perform services for the City of Edinburg.

Mr. LeFevre has more than twenty-two (24) years of experience with Wastewater Design which includes a specialization in lift station design utilizing local, state, and federal funding sources. We have provided and are providing engineering services for projects that require environmental clearance, design, construction engineering, and inspection that maintain local, state and federally funding, bidding, and design requirements. Mr. LeFevre is currently working on various wastewater projects including four (4) current lift stations with capacities that range in size from 0.5 - 4.0 MGD.

These include the following projects:

- ✓ City of Alamo – Lift Station No. 1 (Tower Rd.) 4 MGD – Prime Firm – Design & Construction Engineering- 2025 – Awarded Contract ($5.3M)
- ✓ City of Alamo – Morningside Lift Station – Design Engineer for Lift Station – 2024-Present ($1.1M)
- ✓ City of Pharr 1.5 MGD Lift Station – Design Engineer & Environmental Information Document 2024 – Present ($2.8M)
- ✓ City of San Juan 2.2 MGD Lift Station No. 6 – Design Engineer & Environmental Information Document 2024-Present ($3.8M)

Other wastewater projects include:

- ✓ **City of Edinburg - WWTP No. 4 – East & West Clarifier Rehabilitation – 2024- Present ($1.3M)**
- ✓ City of San Juan – WWTP Plant Construction Phase Rehabilitation – 2025 Awarded Contract ($8.0M)

LeFevre Engineering is currently complete with design of the Brush Plant No. 4 – East & West Clarifier Rehabilitation Project with the City of Edinburg. The existing clarifiers were in need of repair/replacement after 40 years of service. We are currently in the construction phase of this project and the project is on time and within budget.

LEFEVRE ENGINEERING
TEXAS REGISTERED ENGINEERING FIRM NO. 23093

LeFevre Engineering was most recently awarded a $5.3M Lift Station project with the City of Alamo utilizing Congressional funding to be managed by the Texas Water Development Board (TWDB). The Tower Rd Lift Station receives up to 1.0 MGD in current flows and will be design with a firm capacity of 2.0 MGD of flows utilizing a tri-plex submersible system. This lift station is their main lift station south of town. The lift station project includes new 24" sewer line, new proposed lift station, and decommissioning of existing lift station.

LeFevre Engineering strives to maintain an experienced, licensed engineer that will be your point of contact and attend all project and status meetings. Mr. LeFevre's will serve as the engineer and inspector, therefore alleviating the need for unnecessary time waiting for an "engineer or other consultant" who may not be authorized or available to approve the changes, resulting in idle time and delays during construction.

LeFevre Engineering is providing or has provided design and construction management for TWDB and EPA funded wastewater projects for:

- ✓ *City of Edinburg*
- ✓ *City of Alamo*
- ✓ *City of Pharr*
- ✓ *City of McAllen PUB*
- ✓ *City of San Juan*

LeFevre Engineering has not involved or participated in substandard work or has violated any ethics in the past five (5) years.

We appreciate your consideration regarding this proposal, and we express great interest in providing engineering services to the City of Edinburg. Please call if you have any questions or desire additional information.

Respectfully,

Richard LeFevre, P.E., CFM
President

Enclosure: One (1) Original to be submitted electronically to:
https://secure.procurenow.com/porta/lcityofedinburg

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FIRM
OVERVIEW



WHAT WE DO

LeFevre Engineering has developed a unique expertise and knowledge with public entities, such as **City of Edinburg**, based on our previous work with the city and we have primarily worked with municipalities with relation to **lift station and wastewater infrastructure**, road design, drainage, water treatment, wastewater treatment, environmental mitigation, permitting, construction phase engineering, inspection and project management utilizing local, state, and federal funding programs such as Texas Water Development Board and EPA Direct Congressional Spending unmatched by many engineering firms in the RGV and South Texas.

Our proven experience transcends the line between planning, design, and construction with wastewater lift stations in South Texas. LeFevre Engineering has proven its ability to design and provide construction phase services for the City of San Juan, City of Pharr, City of Alamo, McAllen PUB, City of Mercedes and the City of Alton involving many different funding requirements utilizing federal, state, and local funding sources.

For our firm, it is important for clients to have access to their project engineer during all phases of the projects. Far too often, larger engineering and consulting firms have large turnover which does not allow engineers to become “engaged” in the project as they have no opportunity to “develop” a working relationship with funding agencies such as the TWDB and EPA via direct congressional funding sources and the knowledge of their funding requirements necessary to develop the project. Historically, engineers need to be familiar with funding agency design requirements, agency bidding and specification requirements, and construction sequencing in order to have a successful project.

LEFEVRE ENGINEERING

TEXAS REGISTERED ENGINEERING FIRM NO. 23093

FIRM INFORMATION

818 MANSFIELD DR. UNIT 182
PORT MANSFIELD, TX 78598

Phone # (956)540-9428

WHO WE ARE

LeFevre Engineering, PLLC, has the experience and expertise to provide professional engineering and construction phase services for wastewater lift stations. LEFEVRE ENGINEERING, PLLC, is owned and operated by Mr. Richard LeFevre, PE, CFM, and is a registered engineering firm licensed to practice in the State of Texas by the Texas Board of Professional Engineers under the firm number F-23093. LEFEVRE ENGINEERING, PLLC is a **Professional Limited Liability Corporation**. Our clients will have access to the same LeFevre Engineering PLLC staff at nearly all hours of the day and will have access to the principal, engineers, and other support staff. We will be available for unexpected meetings or construction concerns as you will find when speaking to our references and because we are a local firm. We encourage you and staff to visit our website at www.lefevreengineering.com to learn more about us.



Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

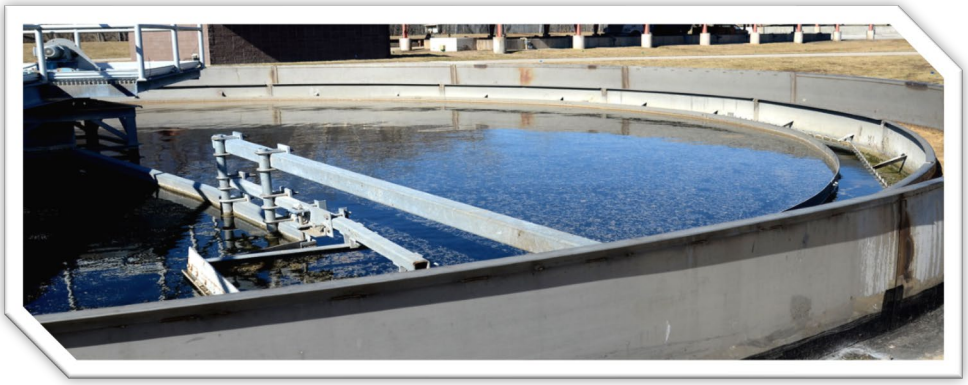
This acknowledges that

LeFevre Engineering, PLLC

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-23093

Expiration Date
12/31/2025



The principal contact and authorized representative for all work associated with the City of Edinburg will be **Mr. Richard LeFevre, PE, CFM**. *Mr. LeFevre is authorized by the Texas Board of Professional Engineers to practice in Environmental Engineering and Civil Engineering License No. 102200.*

Mr. LeFevre has more than twenty-four (24) years of extensive experience in federal, state, and local requirements for funding applications, design, environmental assessments, permits, project management, construction phase engineering, and project inspection and has successfully designed all types of infrastructure projects for south Texas. Mr. LeFevre's expertise and knowledge in wastewater design, specifically for lift station design is unmatched by many engineers in the valley that are not accustomed to designing infrastructure projects of this size and nature.

Mr. LeFevre will serve as the primary point of contact for contractual negotiations, development of scope, preliminary cost estimates and planning, design, and construction management. Our firm has the talent of a proven engineering staff and team with the ability to multi-task and keep projects on time and within budget. No project is too small or too large for our firm.

Our Services Are Further Strengthen By A Robust And Diverse Project Portfolio.

OUR EXPERTISE EXTENDS TO THE FOLLOWING:

- Civil Engineering
- MEP
- Structural
- Environmental Engineering
- Project Management
- Floodplain Administrator
- Social, Economic, Environmental Studies, Easements & ROW Maps
- Water Plants – Pumps, Piping, Disinfection, and Controls
- Project Development & Planning
- Facility Analysis & Master Planning
- **Wastewater Collection Systems – New and Rehabilitations**
- **Lift Stations – New and Rehabilitations**
- Wastewater Treatment Plants – New, Expansions, and Rehabilitations
- Wastewater Treatment Plant Permitting – New, Amendments, and Renewals
- Streets – New and Rehabilitation
- On-Site Sewer Systems – Design and Permitting
- Storm Drainage Pipes, Ditches, and Detention/Retention
- Drainage Design & Reports
- Engineering Studies and Plans
- Utility System Mapping
- Bond Applications and Reports
- On-site Construction Observation

MANAGEMENT & ORGANIZATIONAL APPROACH



The firm's goal is to establish a long-term relationship with the clients by providing a highly competent service with integrity and concern for the client as well as the general public.

1.STUDY AND REPORT »

Consult with the City to define its needs, review existing available data, and establish required additional data.

Provide general economic analysis of the City's requirements as a allocation for expenditures, comparison of existing cost estimates, and/ or a statement of "not-to-exceed" values.

Meet with the City to review the established data and engineer's recommendations and opinions to solidify the project, responsibilities, and tentative schedules.

2. PRELIMINARY DESIGN »

Prepare preliminary design documents consisting of but not limited to, design premise which includes final design criteria, preliminary design drawings, outlines of specifications, and a detailed written description of the project and projections of goals.

Advise the City of additional data required, services which need to be accomplished, or final criteria definitions which must be established.

Review all facets of the Preliminary Design, probable project costs for the City, and modify the Design Premise for its final form.

3. FINAL DESIGN »

Based on the City's acceptance of the Preliminary Design and resulting Design Premise or criteria, prepare the Final Design, Plans, and Specifications as per funding agency requirements.

Submit the Final Design, Specifications to the proper reviewing authorities such as EPA.
Prepare and review with the City and their legal counsel, and/or other advisors all contract related documents, forms, and conditions.

Present and review all Design Plans, Specifications, and applicable Code Compliance requirements with the City, their advisors, and/or their third-party review representative.

MANAGEMENT & ORGANIZATIONAL APPROACH



4.BIDDING AND NEGOTIATION »

Completed and approved construction plans, specifications, and applicable contract documents for distribution to prospective bidders as per funding source requirements such as Federal Agencies.

Assist the City with the distribution of bid packages and respective adverting for bids.

Assist the City in the opening and tabulation of bids.

Analyze the bids with the City and representatives of the funding sources and make recommendations for the award of the construction contract.

Assist in the preparation of formal contract documents per state and federal requirements.

5. CONSTRUCTION

Conduct inspection of the construction or project site at appropriate or predetermined intervals by the professional engineer or qualified staff member. To determine the project progress compliance with intent of design and contract documents.

Act as the City's representative, per the city's direction in all matters pertaining to the contractor and consult with or advise the City and funding agencies representatives relative to the contract and project matters.

Review and take appropriate action to contractor's change orders due to unexpected conditions, submittals, shop drawings, and/or requests for payment.

Conduct a final inspection and certify completion of all project work and support documentation in accordance with the contract and applicable codes.

LeFevre Engineering exclusive experience with municipalities and familiarity with water, wastewater and roads infrastructure allows for projects to be completed "turn-key", completed on time, and within budget.

Organizational Chart

EDINBURG CITY COMMISSION
MAYOR RAMIRO GARZA JR.

LE
RICHARD LEFEVRE, PE, CFM
PRINCIPAL

LE
ISREAL GAONA, PE, CFM
PROJECT ENGINEER

SIMON SOLORIO, PE
SOLORIO, INC
STRUCTURAL ENGINEER

Luis Madrigal, PE
A&G Engineering
MEP

SURVEY - FNF CADD SERVICES

MANUEL GARZA, JR.
PROJECT INSPECTOR

LE
CRUZ FLORES
PROJECT DESIGNER

Geotechnical Engineer

CONTRACTOR



Firm History/Qualifications



LEFEVRE ENGINEERING, PLLC has over twenty three years of combined experience and talent with proven engineering and support staff with the ability to multi-task and keep proposed projects on time and within budget. Our firm has provided extensive projects throughout the valley utiiziing TWDB, EPA, and local funding sources such as the Clean Water State Revolving Funds (CWSRF) and Direct Congressional Funding overseen by the EPA for design and construction. LeFevre Engineering, PLLC is a registered Historically Underutilized Business (HUB) by the State of Texas Historically Underutilized Business Certification and a Disadvantaged Business Enterprise (DBE) under the Texas Department of Transportation Compliance Program required by TWDB and Federal Funding Sources. LeFevre Engineering has developed a unique expertise and knowledge with public entities, such as the city of Edinburg, based on our previous work with the City and we have primarily worked with municipalities with relation to planning, preliminary design, design, construction phase engineering, and inspection utilizing local, state, and federal funding programs unmatched by many engineering firms in the RGV and South Texas.

- **Civil Engineering**
- **MEP**
- **Structural**
- **Environmental Engineering**
- **Planning**
- **Management Consulting**
- **Project Management**
- **Construction Management**

Individually, Mr. LeFevre has provided environmental studies, wastewater processing design, lift station rehabilitation and design of new lift stations utilizing TWDB EDAP and CWSRF projects since 2003.

Our Services Are Further Strengthen By A Robust And Diverse Project Portfolio.

Resumes & Key Personnel



LE is currently staffed with project engineers, inspectors, designers, drafting technicians, and supporting staff needed to spearhead and complete any and all projects awarded to LeFevre Engineering, PLLC. The principal contact and authorized representative for all work associated with Edinburg will be **Mr. Richard LeFevre, PE, CFM**.

Mr. Israel Gaona, PE, CFM will is a licensed engineer and will provide design and construction management of all LE projects under the supervision of Mr. LeFevre. Mr. Gaona is licensed to practice civil engineering by the Texas Board of Professional Engineers License No. 136995. Mr. Gaona has project experience with Design and Construction Phase Engineering for roads, drainage, subdivision reviews, utilities, for past projects design and managed by LeFevre Engineering.

Mr. Luis Madrigal, PE, A&G Engineering, Luis, born and raised in the Rio Grande Valley (RGV), served six years in the United States Air Force before returning to complete his Engineering Degree. He worked for General Electric, gaining expertise in Fluid Flow Dynamics, Cooling Load/Transfer Analysis, and High Voltage Electrical Load Calculations. After becoming a Licensed Professional Engineer, he founded A&G Engineering, handling projects from small remodels to large aerospace facilities. Luis is also part of the NCEES ME Committee, contributing to the creation of FE Exam questions for PE licensing. His extensive experience and involvement in various projects make him a valuable asset in the engineering field. TBPE License No. 114403. Mr. Madrigal will be utilized for all projects requiring MEP.

Mr. Simon Solorio, PE, Solorio Inc., TBPE No. 83066, Firm No. 1616, As President and project manager Mr. Solorio is is responsible for production management in all phases of design, contract documents Forensic Engineering, Structural Engineering and construction administration. He encompasses a wide array of responsibilities, including project management, structural design analysis, engineering plan reviews, support calculations and scheduling. His experience includes the design of large and small scale projects in institutional facilities, correctional facilities, multistory housing projects and large and small scale corporate/industrial parks.

WESLEY RICHARD LEFEVRE, PE, CFM
PRESIDENT/PROJECT ENGINEER



Mr. LeFevre has extensive experience in design and project management of public and private infrastructure projects. Mr. LeFevre has successfully designed and managed projects for municipalities in the South Texas and the Rio Grande Valley for the past 22 years. Mr. LeFevre is licensed to practice in civil and environmental engineering fields in the State of Texas.

EXPERIENCE

2021-Present

LeFevre Engineering, P.LLC. LeFevre Engineering was created as a professional limited liability company and Mr. LeFevre is responsible for supervision of day-to-day activities, project control, coordination and scheduling during all phases of engineering and surveying projects.

2010 – 2021

LeFevre Engineering, LLC. Responsible for supervision of day-to-day activities, project control, coordination and scheduling during all phases of engineering and surveying projects.

2006 – 2010

Guzman & Munoz Engineering and Surveying, Inc., - McAllen, TX. - Served as Project Engineer and Principal for the McAllen office, specializing in Civil and Environmental aspects of all TWDB Projects.

2004 – 2006

Turner Collie & Braden Inc. – Pharr, TX. Served as Environmental Specialist and Project Manager for regional offices in South Texas for Texas Water Development Board-Economically Distressed Areas Program (TWDB-EDAP), Border Environment Cooperation Commission (BECC), and North American Development Bank (NADBank) projects.

2001 – 2004

Texas Engineering Extension Service-Texas A&M University Frank M. Tejeda Center for Excellence in Environmental Operations – Mercedes, TX. Coordinated and provided outreach, technical assistance and technical and professional education at the local level to improve the delivery of water, wastewater, solid waste and other environmental systems to residents. Conducted on-site assessments of utility management and operation, and analyzed the results of assessments performed by others. Used the results of these assessments to designed tailored assistance mechanisms.

Project Role:
Principal/Project Engineer

Education:
Bachelors of Science, 1993
Hardin-Simmons University

Masters of Science, 2000
Texas A&M University at Corpus Christi

Registrations/Certifications:
Professional Engineer, Texas, No. 102200
Certified Floodplain Manager - Texas

Texas Teaching Certificate:
Licensed in Secondary Science

Professional Affiliations:
American Society Civil Engineers,

Texas Society of Professional Engineers

Years of Experience:
20+

2001

Environmental Investigator Texas Commission on Environmental Quality (TCEQ). Knowledge in Texas Administrative Codes and Code of Federal Regulations associated with compliance in industrial hazardous waste, wastewater, water, petroleum storage tanks, and municipal solid waste. Performed routine work in the fields of waste pollution. Conducted routine investigations, surveyed and performed follow-up inspections, prepared technical reports, made recommendations regarding findings and drafted

ISRAEL GAONA, P.E., CFM
ENGINEER – QA/CC



Mr. Gaona has experience in design and project management of public and private infrastructure projects as well as construction management experience in the renewables industry. Mr. Gaona has designed multiple water, wastewater and storm water municipal projects as well as managed heavy-civil construction projects in South Texas. Mr. Gaona is a Professional Engineer and a Certified Floodplain Manager in the State of Texas.

EXPERIENCE

2019-PRESENT
SOTEX Engineering, LLC. – Currently serves as President and owner of SOTEX Engineering, LLC. Mr. Gaona oversees all aspects of civil engineering design and construction projects.

2018-2019
LEMC, LLC. – Served as a Project Engineer responsible for the design and project management of public and private infrastructure projects.

2016 – 2018
E.ON Climate & Renewables North America – Willacy & Kenedy County, Texas - Served as Civil Field Engineer for the construction of multiple large scale wind farms in Raymondville and Sarita, Texas overseeing the quality of construction work performed on all infrastructure installed. Supervise day-to-day operations of multiple contractors.

2014 – 2016
City of Weslaco – Weslaco, TX. Served as Engineer II for the City of Weslaco working on design and project management on all public improvement projects. Conducted on-site field inspections of infrastructure improvements. Performed water, wastewater and storm water construction plan reviews and subdivision reviews.

2013
Texas Department of Transportation – San Benito, TX. Served as Summer Engineering Technician. Conducted on-site field inspections for roadway improvements, bridge construction and utility installations for state road improvement projects.

Project Role:
Consultant

Education:
Bachelors of Science in Civil Engineering - 2014
Texas A&M University - Kingsville

Registrations/Certifications:
Professional Engineer - Texas, No. 136995

Certified Floodplain Manager – Texas No. 2893-15N

Professional Affiliations:
American Society of Civil Engineers,
Texas Floodplain Managers Association

Years of Experience:
10+

Simon G. Solorio Jr., P.E.

President

EDUCATION

B.S. in Civil Engineering,
San Diego State University, May 1990.
Construction Technician,
CECTY, Tijuana, Mexico, June 1981.

PROFESSIONAL REGISTRATION

Professional Engineer: Texas
California

AFFILIATIONS

American Society of Civil Engineers
International Code Council
Structural Engineers Association of Texas
Structural Engineers Association of Southern California
Structural Engineering Institute

ACTIVITIES

Committee Member, ASCE Structural Condition Assessment of Existing Buildings
Committee Member, SEAOSD Seismology committee
Past Secretary, ASCE Rio Grande Valley Branch
Past Appointed Member, Building Board of Adjustments and Appeals, City of McAllen
Past Vice President, Military Vehicle Preservation, RGV Branch
Past Vice President, ASCE Rio Grande Valley Branch
Past Editor, ASCE Rio Grande Valley Branch Newsletter
Past Treasurer, ASCE, Student Chapter
Past Vice-President, AGC, Student Chapter

RECOGNITIONS

2022 ASCE RGV Project of the Year
City of Pharr Natatorium
2016 ASCE RGV Branch Project of the Year
1886 Hidalgo County Courthouse Restoration
2012 John A. Focht, Jr. Citizen Engineer Award
Texas Section of ASCE
2007 Award of Merit, AIA Rio Grande Valley,
Encino Police/Community Center, McAllen, Texas.
1995 Outstanding Civil Engineering Project, Award of Merit, ASCE
Balboa Park Club Building Renovation.
1995 Orchid and Onions Award, Orchid
Balboa Park Club Building Renovation.

PROFESSIONAL QUALIFICATIONS

As President and project manager Mr. Solorio is is responsible for production management in all phases of design, contract documents Forensic Engineering, Structural Engineering and construction administration. He encompasses a wide array of responsibilities, including project management, structural design analysis, engineering plan reviews, support calculations and scheduling.

His experience includes the design of large and small scale projects in institutional facilities, correctional facilities, multistory housing projects and large and small scale corporate/industrial parks.

His substantial experience includes designs for the following construction materials; Concrete, Masonry, Timber and Steel.



FIRM REGISTRATIONS

LeFevre Engineering, PLLC is a registered **Historically Underutilized Business (HUB)** by the State of Texas Historically Underutilized Business Certification and a **Disadvantaged Business Enterprise (DBE)** under the Texas Department of Transportation Compliance Program. It is the policy of the company to promote affirmative action and to provide equal opportunity to all employees and applicants for employment; and to administer all terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of race, color, creed, ancestry, national origin, sex, age, marital status, liability for service in the armed forces of the United States, or because of physical or mental handicap in regard to any position for which the employee or applicant is qualified.

THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC. AND THE TEXAS FLOODPLAIN MANAGEMENT ASSOCIATION

HEREBY RECOGNIZES

WESLEY LeFEVRE

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 # 2997-16N
ISSUED: March 25, 2016

Jessica D. Baker
Jessica Baker, PE, CFM
President, TFMA

Roy D. Sedwick
Roy D. Sedwick, CFM
Executive Director, TFMA

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **102200**
Status: **ACTIVE**
Expires: **9/30/2025**

WESLEY RICHARD LEFEVRE
Texas Licensed Professional Engineer

Signature

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Wesley LeFevre

has successfully completed

Local Government Project Procedures Qualification #91733

VIR , TX
October 5-6, 2022
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Cassandra Smith, Executive Director

Texas Historically Underutilized Business (HUB) Certificate

HUB

Certificate/VID Number: 1873707039300
Approval Date: November 21, 2022
Scheduled Expiration Date: November 21, 2026

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

LeFevre Engineering, PLLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **November 21, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

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

SAM.GOV®

LEFEVRE ENGINEERING PLLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
PWHVFQEYKHB5	**9ELG4**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 29, 2026**	
Physical Address	Mailing Address	
818 Mansfield Drive **Unit 182** **Port Mansfield, Texas 78598-8006** **United States**	**818 Mansfield DR. Unit 182** **Port Mansfield, Texas 78598** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Lefevre Engineering, Pllc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**www.lefevreengineering.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 1, 2025	**Apr 29, 2025**	**Nov 15, 2022**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 25, 2021	**Dec 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

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
Sole Proprietorship

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Minority-Owned Business
Self Certified Small Disadvantaged Business
DOT Certified DBE
Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
9ELG4

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********47**

Lock Box Number
(blank)

Financial Institution
RIO BANK

Account Number
*********13**

Automated Clearing House

Phone (U.S.)
9565409428

Email
richard@lefevreengineering.com

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

Wesley Richard LeFevre
818 Mansfield DR. Unit 182
Port Mansfield, Texas 78598
United States

Taxpayer Information

EIN
*******7039**

Type of Tax
Applicable Federal Tax

Taxpayer Name
LeFevre Engineering PLLC

Tax Year (Most Recent Tax Year)
2022

Name/Title of Individual Executing Consent
President

TIN Consent Date
Apr 29, 2025

Address
818 Mansfield Drive
Port Mansfield, Texas 78598

Signature
Wesley Richard LeFevre

Points of Contact

Accounts Receivable POC

Wesley R LeFevre, President
richard@lefevreengineering.com
9565409428

Electronic Business

Wesley R LeFevre, President
richard@lefevreengineering.com
9565409428

818 Mansfield DR. Unit 182
Port Mansfield, Texas 78598
United States

Government Business

Wesley R LeFevre, President
richard@lefevreengineering.com
9565409428

818 Mansfield DR. Unit 182
Port Mansfield, Texas 78598
United States

Sole Proprietorship POC

Wesley R LeFevre, President
richard@lefevreengineering.com
9565409428

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541620	**Environmental Consulting Services**

Product and Service Codes

PSC	PSC Name
C1ND	**Architect And Engineering- Construction: Sewage And Waste Facilities**
C1NE	**Architect And Engineering- Construction: Water Supply Facilities**
C1PD	**Architect And Engineering- Construction: Waste Treatment And Storage Facilities**
C212	**Architect And Engineering- General: Engineering Drafting, Not Cad/Cam**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$350,000.00

Number of Employees (in accordance with 13 CFR 121)
2

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars

Financial & Legal Status

- LeFevre Engineering PLLC. Has never been in litigation or arbitration for any past or current projects against or involving the firm. The firm holds a comprehensive professional insurance policy.
- LeFevre Engineering PLLC. Has successfully completed its projects without major delays and without claims.
- As a firm we have never been terminated from any assignments for non-performance.
- Mr. Richard LeFevre founded the firm with the intent of providing professional design and consulting services for governmental agencies, communities, private and public projects throughout South Texas. For more than 17 years, the firm has successfully completed projects through the use of sound professional judgment, applicable principles of engineering and the use of current technology.



Experience & References





Our extensive experience with state and municipal requirements with design and construction of public infrastructure will provide a vital component in the success for the City of Edinburg and their infrastructure requirements for City projects. It furthermore shows our success to successful and affordable projects for our clients. As part of our objectives we have experience with municipalities with fixed budgets and have completed projects by providing fair and accurate cost estimates, reasonable construction scheduling, value engineering, assistance with bidding, recommendations and awarding, assistance with contract requirements for the contractor, reviewing and recommending contractor pay requests, and all other aspects needed for the City of Edinburg to be successful in design and construction of their proposed projects.

LEFEVRE ENGINEERING, PLLC. Staff have managed and designed public projects utilizing funding for the following agencies:

- ✓ **Texas Water Development Board**
- ✓ **General Services Administration (GSA)**
- ✓ **Federal Motor Carrier and Safety Administration (FMCSA)**
- ✓ **Environmental Protection Agency (EPA)**
- ✓ **Federal Emergency Management Agency**
- ✓ **Texas Water Development Board (TWDB)**
- ✓ **Texas Department of Transportation**
- ✓ **Border Environment Cooperation Commission**
- ✓ **US Department of Housing & Urban Development (HUD)**
- ✓ **US Department of Agriculture Rural Development (USDA)**
- ✓ **Texas Commission on Environmental Quality**

REFERENCES

NAME	POSITION	
Honorable Mario Garza	Mayor	City of San Juan
CONTACT INFORMATION		City of San Juan, 512 S. Nebraska, San Juan, TX Phone: (956) 451-9244
PROJECT		Lift Station No. 6 Design
FUNDING SOURCE		Congressional Direct Spending Appropriation - Congressman Vicente Gonzalez
SCOPE OF WORK		LeFevre Engineering is providing design, Environmental Information Document, Engineering Feasbility Report for the design of a 2.2 MGD Lift Station.
PROJECT BUDGET		Construction Estimate: $3.5M
STATUS		Project was bid at $3.1M and is approved for Construction

NAME	POSITION	
Honorable J.R. Garza	Mayor	City of Alamo
CONTACT INFORMATION		City of Alamo ,420 N. Tower Rd., Alamo, TX Phone: (956) 720-1008
PROJECT		Morningside Lift Station
FUNDING SOURCE		Direct Spending Budget
SCOPE OF WORK		LeFevre Engineering is providing design, Engineering Feasbility Report for the design of a 0.312 MGD Lift Station.
PROJECT BUDGET		Construction Estimate: $1.4M
STATUS		Currently in Construction Phase of the Lift Station

NAME	POSITION	
Gerardo Carmona, Jr., PE	Director of Utilities	City of Edinburg
CONTACT INFORMATION		415 W. University Dr., Endinburg, Texas 78539 Phone: (956) 252-1607
PROJECT		Director of Utilities
SCOPE OF WORK		Brush Plant No. 4 WWTP East & West Clarifier Rehab
STATUS		Active Contract - Construction

NAME	POSITION	
Carlos Gonzalez, PE	Utility Engineer	McAllen Public Utilities Board
CONTACT INFORMATION		415 W. University Dr., Endinburg, Texas 78539 Phone: (956) 681-1777 Office Phone: (956) 467-8887Cell
PROJECT		North Water Treatment Plant Water Well Project
SCOPE OF WORK		LeFevre Engineering is providing the Environmental Information Document and general oversight for the TWDB funded project for five water wells.
STATUS		Active Contract - Design Phase

Municipal & Governmental Projects

CITY OF ALAMO – MORNINGSIDE LIFT STATION, ALAMO, TX

1.0 MGD DUPLEX LIFT STATION

Mr. LeFevre provided Lift Station Design for Morningside Wastewater Improvements project in association with TRIMAD Consulting, LLC for a 1.0M New Lift Station. LE analyzed the project area and designed the lift station based on existing and proposed construction. Mr. LeFevre provided Engineer with the preliminary engineering report required by the Texas Commission on Environmental Quality. The project is currently at construction phase and has been awarded to a Contractor. **Project Contact; JR Garza, Mayor, 956-720-1008**

CITY OF SAN JUAN – ENVIRONMENTAL PROTECTION AGENCY LIFT STATION NO. 6 DEMOLITION & CONSTRUCTION OF A NEW 2.2 MGD LIFT STATION

Mr. LeFevre has provided preliminary planning, preliminary engineering reports, regulatory permitting, environmental information document, and lift station engineering design as part of TRIMAD Consulting, LLC, design team. The project is being overseen by the Environmental Protection Agency (EPA) and is currently in the final design stage of the project. Mr. LeFevre provided the design of a Quad-plex lift station with a 20' wet well, and controls. The current lift station is undersized and dilapidated and needs to be replaced. Lift Station project budget was $3.5M and project was bid at $3.1M and is currently awarded for construction **Project Contact: Mayor Mario Garza, (956) 451-9244**



City of Pharr – Lift Station No. 23 Design & Construction of Proposed 1.5 MGD Tri-Plex Lift Station

LeFevre Engineering provided Environmental Clearance for EPA, Preliminary Engineering Report, Preliminary Design, Final Design and Cost Estimates for the proposed new 1.5 MGD Lift Station to be located on Owassa Rd. as part of a team with TRIMAD Consultants for the City of Pharr. Lift Station is a tri-plex lift station which also includes a 12" forcemain.

Project Contact: Dr. Jonathan Flores; City Manager, 956-789-2482



McAllen Public Utilities Board – TWDB SWIFT Groundwater Desalination Project Project – Environmental Information Document

LeFevre Engineering is providing the Environmental clearance for the proposed McAllen PUB Groundwater Desalination Project with an estimated project budget of $218M in Improvements project to be funded via state and federal grant and loan combination.

Mr. LeFevre is providing all coordination with respect to identified wetlands and biological assets in relation to the Federal National Environmental Protection Act (NEPA). Mr. LeFevre is providing wetland delineation and the Environmental Information Document (EID) for use of federal funds for issuance of a Finding of No Significant Impact which is required clearance for all federal funded projects. **Project Contact: Carlos Gonzalez, PE, 956-467-8887**



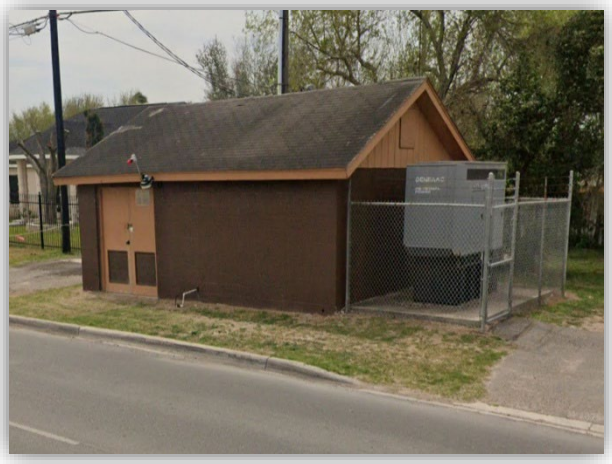
CITY OF EDINBURG – CITY ENGINEERING SERVICES ROTATION BRUSH PLANT NO. 4 WWTP CLARIFIER REHABILITATION PROJECT

Mr. LeFevre has been selected to provide Engineering Services for the City of Edinburg for Brush Plant No. 4 Wastewater Treatment Plant Rehabilitation East & West Clarifier Project. The project included design and construction phase services for the replacement of the East and West Clarifiers Gear Drives, Cage Support, Scum and Skimmers, Rakes, Bridge and Walkways, and Weirs and Troughs for clarification of wastewater. Project was deemed an emergency project and needed to be designed and put out for construction within six months. Project was bid utilizing the State of Texas Buy Board and is on time and52-1607 within budget. Construction is slated to start within 60 days. **Project Contact; Gerardo Carmona, Jr., PE, Utilities Director, 956-252-1607.**



CITY OF ALAMO – LIFT STATION NO. 1 – TOWER RD., ALAMO, TX - 4.0 MGD TRI-PLEX LIFT STATION

Mr. LeFevre is providing Lift Station Design and Construction Phase Engineering for a new lift station $5.3M project utilizing congressional funds managed through the Texas Water Development Board. LE analyzed the project area and will design the lift station based on existing and proposed flows. The project will consist of a new proposed tri-plex submersible lift station, new 24” sewer line, decommissioning of existing lift station, and decommissioning and bypassing of existing lift station with a large trunkline to the proposed new lift station. The project was recently awarded to LeFevre Engineering in July 2025. **Project Contact; JR Garza, Mayor, 956-720-1008**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2024

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

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

PRODUCER

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS: tim@friendly-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CFC Underwriting LTD	
INSURER B : Progressive Casualty Insurance Company	24260
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LEFEVRE ENGINEERING, PLLC
818 Mansfield Dr Unit 182
Port Mansfield, TX 78598

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	PSN0140077273	09/12/24	09/12/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $1,000,000 $1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	TBD-as per Job Task Order	TBD	TBD	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$500,000 $ $ $ $5,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TBD-as per Job Task Order	TBD	TBD	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
A	Professional Liability	X	X	PSN0140077273	09/12/24	09/12/25	Each Claim Policy Aggregate	$1,000,000 $1,000,000

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

#B 2022 Chevrolet Silverado HD LT 2500, VIN 2GC4YNEY9N1240648

#'s B and C - special provision (To be added as per Job Task Order)

#C - worker's compensation policies include an automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg, Texas 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

TIM

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Richard LeFevre, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of LeFevre Engineering PLLC., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Principal

Subscribed and sworn to me this 29th day of July 2025.

By: Yolanda Arizola

Notary Public

YOLANDA RENEE ARIZOLA
Notary ID #133935802
My Commission Expires
August 29, 2026

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

LeFevre Engineering PLLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Richard LeFevre
Name of signatory

Signature

July 14, 2025
Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST
DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 7/14/2025

Company/Vendor Name: LeFevre Engineering PLLC.

Printed Name and Title: Richard LeFevre, Principal

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: LeFevre Engineering PLLC.
(Full, correct legal name)

- Address: 818 Mansfield Dr. Unit 182, Port Mansfield,TX 78598
- Telephone/Fax: 956-540-9428
- Email address: richard@lefevreengineering.com

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

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

4. Where is the Company's corporate headquarters located? Port Mansfield, TX

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

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

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

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

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

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

Name: Richard LeFevre
Address: 818 Mansfield Dr. Unit 182, Port Mansfield,TX 78598
Telephone: 956-540-9428
Fax: n/a
Email: richard@lefevreengineering.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    LeFevre Engineering and Managment Consulting, LLC

HOUSE BILL 89 VERIFICATION

I, Richard LeFevre, Principal, the undersigned representative of

LeFevre Engineering PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard LeFevre, Principal

TYPE/PRINT NAME AND TITLE:

July 29,2025

DATE:

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

SENATE BILL 13 VERIFICATION

I, Richard LeFevre, the undersigned representative of

LeFevre Engineering PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard LeFevre, Principal

TYPE/PRINT NAME AND TITLE:

July 14, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Richard LeFevre, the undersigned representative of

LeFevre Engineering PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard LeFevre, Principal

TYPE/PRINT NAME AND TITLE:

July 14, 2025

DATE:

Let's Start
the project.



LEFEVRE
ENGINEERING

818 Mansfield Dr. #182
Port Mansfield, TX 78598
(956) 540-9428
richard@lefevreengineering.com
www.lefevreengineering.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2024

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

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

PRODUCER

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS: tim@friendly-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CFC Underwriting LTD	
INSURER B : Progressive	
INSURER C : Texas Mutual	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LEFEVRE ENGINEERING, PLLC
818 Mansfield Dr Unit 182
Port Mansfield, TX 78598

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	PSM0039770263	09/12/23	09/12/24	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							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	$1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X	X	968487873	10/25/23	04/25/24	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	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 $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A	X	101108192	10/25/23	04/25/24	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (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
A	Professional Liability			PSM0039770263	09/12/23	09/12/24	Each Claim	$1,000,000
							Policy Aggregate	$1,000,000

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

2022 Chevrolet Silverado HD LT 2500, VIN 2GC4YNEY9N1240648

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

TIM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2024

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

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

PRODUCER

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS: tim@friendly-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CFC Underwriting LTD	
INSURER B : Progressive Casualty Insurance Company	24260
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LEFEVRE ENGINEERING, PLLC
818 Mansfield Dr Unit 182
Port Mansfield, TX 78598

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	PSN0140077273	09/12/24	09/12/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $1,000,000 $1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	TBD-as per Job Task Order	TBD	TBD	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$500,000 $ $ $ $5,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TBD-as per Job Task Order	TBD	TBD	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
A	Professional Liability	X	X	PSN0140077273	09/12/24	09/12/25	Each Claim Policy Aggregate	$1,000,000 $1,000,000

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

#B 2022 Chevrolet Silverado HD LT 2500, VIN 2GC4YNEY9N1240648

#'s B and C - special provision (To be added as per Job Task Order)

#C - worker's compensation policies include an automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg, Texas 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

TIM

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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: 7/14/2025

Company/Vendor Name: LeFevre Engineering PLLC.

Printed Name and Title: Richard LeFevre, Principal

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: LeFevre Engineering PLLC.
(Full, correct legal name)

- Address: 818 Mansfield Dr. Unit 182, Port Mansfield,TX 78598
- Telephone/Fax: 956-540-9428
- Email address: richard@lefevreengineering.com

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

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

4. Where is the Company's corporate headquarters located? Port Mansfield, TX

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

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

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

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

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

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

Name: Richard LeFevre
Address: 818 Mansfield Dr. Unit 182, Port Mansfield,TX 78598
Telephone: 956-540-9428
Fax: n/a
Email: richard@lefevreengineering.com

8. Surety Information

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

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
LeFevre Engineering and Managment Consulting, LLC

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Richard LeFevre, Principal, the undersigned representative of

LeFevre Engineering PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard LeFevre, Principal

TYPE/PRINT NAME AND TITLE:

July 29,2025

DATE:

SENATE BILL 13 VERIFICATION

I, Richard LeFevre, the undersigned representative of

LeFevre Engineering PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard LeFevre, Principal

TYPE/PRINT NAME AND TITLE:

July 14, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Richard LeFevre, the undersigned representative of

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

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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.*

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   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard LeFevre, Principal

TYPE/PRINT NAME AND TITLE:

July 14, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Richard LeFevre, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of LeFevre Engineering PLLC., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Principal

Subscribed and sworn to me this 29th day of July 2025.

By: Yolanda Arizola

Notary Public

YOLANDA RENEE ARIZOLA
Notary ID #133935802
My Commission Expires
August 29, 2026

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

LeFevre Engineering PLLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Richard LeFevre		July 14, 2025
Name of signatory	Signature	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.

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

[LEMC INC,] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

LEMC INC, Response

CONTACT INFORMATION

Company:
LEMC INC,

Email:
landrey@hcetex.com

Contact:
Landrey Edwards

Address:
1618 E Griffin Parkway Suite 7
Mission, TX 76063

Phone:
N/A

Website:
www.hcetex.com

Submission Date:
Jul 29, 2025 11:01 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Liftstation_#4_and_Sewer_Line_Upgrades_Response.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Insurance_Certificate.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

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

CITY OF EDINBURGH
RFQ 2025-004

3540 E. BROAD ST
SUITE 120-251
MANSFIELD, TX 76063
(956) 271-4477

SEALED SUBMISSION FOR

REQUEST FOR QUALIFICATIONS FOR LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

DUE DATE: TUESDAY, JULY 29, 2025
DUE TIME: 3:00PM

July 28, 2025

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

Dear Mr. Carmona,

We are thrilled about the opportunity to provide Professional Engineering Services to the City of Edinburgh and showcase our unique qualifications, approach, and dedication to service. Our qualifications include a deep pool of local resources, over 20 years of service history in Texas, and expertise in municipal infrastructure engineering along with comprehensive planning.

We are confident in our ability to provide the City of Edinburgh with excellent service and responsiveness. Our longstanding presence in the RGV Area is crucial for understanding Edinburgh's needs. The diverse experiences of our staff, beyond the region, can bring innovative perspectives to provide cost-effective solutions to the needs of the city.

Our reputation and work ethic are exemplified by the strong personal connections we strive to maintain with City staff and elected officials. We are eager to strengthen the trust of the City of Edinburgh; collaborating with your team to plan for Edinburgh's future is an excellent way to enhance our longstanding partnership!

Sincerely,

Hilario Ortiz, Jr.



President
Cell: (956) 270-8030
Email: Hilario@hcetex.com

Chris Franke, P.E.

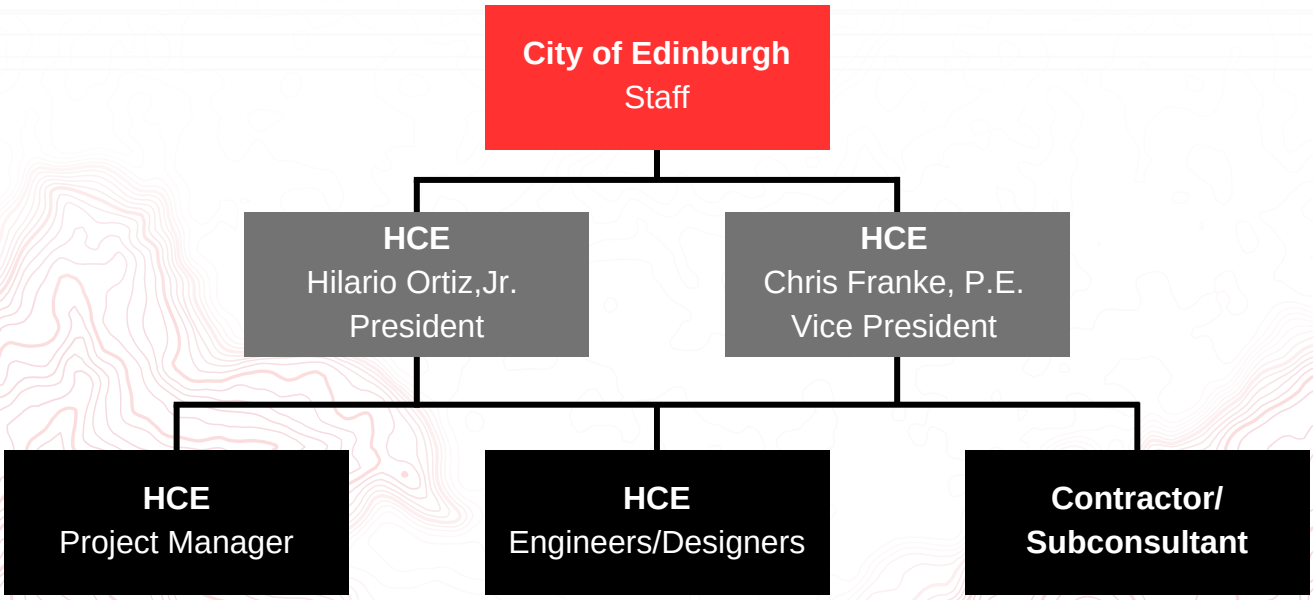


Vice President
Cell: (469) 323-9389
Email: Chris@hcetex.com

Firm History

Established in 2007, and becoming an S-Corporation as LEMC, Inc in 2019, HCE derived from the humble beginnings of an environmental service firm with the intent of delivering innovative design solutions. HCE is proud to play a role in supporting growth and expansion while carefully preserving natural resources for future generations. Through vision, process and collaboration, they bring a creative approach to engineering design for public and private clients throughout the Rio Grande Valley and the North Texas region. HCE's principal officers are President, Hilario Ortiz, Jr. and Vice President, Chris Franke, P.E.. In addition to Chris being a Professional Engineer, HCE has another P.E. on staff, Jared Stroebel. HCE is dedicated to their work and performance and ensures they work adequately and efficiently when commencing a project. If we must take action within our Affirmation action Program, we will.

Organizational Chart



Personnel and Staffing

The Principles of HCE are Hilario Ortiz, Jr. and Chris Franke, P.E. Supported with a staff of tenured designers, engineers in training (EIT) and administrative staff, Hilario and Chris continue their passion for hands-on engineering solutions and customer service.

Their professional experience includes decades in public infrastructure from small projects to Capital Improvement Plans (CIP) and program management. The firm specializes in providing needs analyses for water – sanitary sewer – storm drain – development review, financing, design, procurement and construction management.

The city staff will have access to the HCE staff during normal operating hours and will have access to the principal, engineers, and other support staff at any time needed. HCE is a small local firm that strives to provide quality over quantity and as such we will make ourselves available to your projects' needs. We are not a firm moving into the area, we are firm with local roots that has successfully expanded beyond the RGV Area.

Growth clearly dominates the conversation statewide, and HCE has the working knowledge to provide the expertise that benefits the city and serve its individual needs.

Office Locations

The impacts of a global pandemic have caused HCE to transition all staff to work virtually from their homes. This has proven to be beneficial to our staff and has provided some stability in uncertain economic times. Our basis of operation is the Dallas - Fort Worth Metroplex. We maintain a small office in Mission, Texas as our operating base for the Rio Grande Valley.

RGV Address:
1618 E. Griffin Parkway
Suite 7
Mission, Texas 78572

DFW Mailing Address:
3540 East Broad Street
Suite 120-251
Mansfield, Texas 76063

Hilario Ortiz, Jr.
PRESIDENT

Mr. Ortiz has over 29 years of experience in drafting, designing and managing projects throughout Texas and North Mexico. He has assisted in land development and site work engineering for a number of institutional, office, industrial, residential, and commercial sites in various areas of civil engineering. Mr. Ortiz is an eight-year veteran of the Naval Construction Force (Seabees) and as an Engineering Aid deployed to the Anbar Region of Iraq in support of Operation Iraqi Freedom.

EXPERIENCE

2010 – Present

HCE – Mansfield, Texas. President and part owner, managing, planning, coordinating, and supervising the work of paraprofessional, sub- consultants, and professional engineering staff engaged in construction administration, engineering studies, surveying, and similar engineering projects.

2008 – 2010

Guzman and Munoz Engineering and Surveying, Inc. Harlingen, Texas Under the direction of the engineer, I plan, coordinate, and supervise the work of paraprofessional and professional engineering staff engaged in construction administration, municipal engineering studies, surveying, roadway or flood control design, and similar engineering projects.

2003 – 2007

AGH Engineering and Surveying - Brownsville, Texas; Operations Manager Under the direction of the engineer. Planned, coordinated, and supervised the work of paraprofessional and professional engineering staff engaged in construction administration, municipal engineering studies, surveying, residential/commercial development and similar engineering projects.

2000 – 2003

Halff Associates Inc. - Mc Allen, Texas; Project Coordinator Prepared and supervised the preparation of survey maps and sketches from field notes, maps, and records; prepared plans, profiles, and cross-sections, using AutoCAD and MicroStation; prepared change orders and as-built plans; for a variety of land development projects throughout the Rio
Grande Valley and northern Mexico.

1998 – 2000

Brockette Davis Drake Consultants - Dallas, Texas; Senior Engineering Technician. Prepared and supervised the preparation of survey maps and sketches from field notes, maps, and records; prepared plans, profiles, and cross-sections, using AutoCAD; prepared change orders and as-built plans; for a variety of land development projects in the Dallas Metroplex.



Project Role:
Project Manager

Education:
A.A.S. Drafting and Design Technology, Texas State technical College-Harlingen, 1995

Registrations:
TxDOT Local Government project Procedure Qualified

Years of Experience:
29

Chris Franke, P.E.
VICE PRESIDENT

Mr. Franke brings active management, design, estimating and coordination experience to your projects. He has provided project management and design for many civil engineering projects of both public and private infrastructure serving municipalities and private developers throughout Texas. His design experience includes bridge and culvert projects, floodplain and flood way mapping, floodplain reclamation, highways, streets and thoroughfares, water distribution and sewage collection, water treatment plants, and extensive site development and layout design. Mr. Franke is licensed to practice civil engineering in the State of Texas.



Project Role:
Project Manager

Education:
Bachelors of Science, 2008
University of Texas-Arlington

Registrations:
Professional Engineer, Texas No. 114273

Professional Affiliations:
American Society of Civil Engineers, Texas Society of Professional Engineers

Years of Experience:
20

EXPERIENCE

Present

HCE – Mansfiled, TX. Vice President and part owner, leading and managing the entire project delivery process from conceptual design to final inspection. Responsible for design, production and management of public and private projects across Texas.

2016 – 2018

Bannister Engineering – Mansfield, TX. – Managed numerous commercial land development projects throughout Texas, and teaching younger engineers. Served as city engineer for the City of Hutchins and the City of Keene. Assisted the City of Balch Springs EDC with attracting commercial development through floodplain reclamation and roadway infrastructure improvements.

2008 – 2016

Baird, Hampton & Brown – Grapevine, TX. Performed as designer, drafter, and project manager for commercial site development projects and municipal improvements. Learned hydrology and hydraulic design, and completed FEMA floodplain mapping for the City of Bridgeport, TX. Assisted in numerous projects for the City of Fort Worth including sanitary sewer point repair, regional detention basins, and roadway reconstruction projects. Served as city engineer for the City of Bridgeport and the Town of Edgecliff Village.

2004 – 2008

RBA – Cedar Hill, TX. Began career as an intern learning basic drafting, surveying, construction observation and inspection, and project coordination. Provided support for numerous municipal and private developments within the DFW metroplex.

Jared Stroebel, P.E.
PROJECT ENGINEER

Mr. Stroebel brings 7 years of experience in drafting, designing, cost projections and project coordination for both private and public infrastructure. He has assisted in the design and project coordination of land development projects for both residential and commercial sites. His design experience includes providing cost estimates, site layouts, water and sewage collection systems, storm drainage systems, and streets and thoroughfares. Mr. Stroebel IS A Texas Licensed Professional Engineer.

EXPERIENCE

Present

HCE – Mansfield, TX. Professional Engineer managing, designing, and drafting for multiple single-family and commercial development projects. Assist with entire project delivery process from initial site layout design to final inspection. Design elements include streets and thoroughfares, water, sanitary sewer, and storm drainage infrastructure, including hydraulic calculations.

2017-2020

Bannister Engineering –Mansfield, TX. Designed and drafted for multiple single-family and commercial projects under the supervision of professional engineers. Assisted with project coordination, site layout design, and cost projections. Design elements included streets and thoroughfares, water, sanitary sewer and storm drainage infrastructure, including hydraulic calculations and pond design associated with the Rational Method.

2015-2017

Assistant Worker for Texas A&M AgriLife Extension – College Station, TX. Tested multiple small-grain crops to improve planting methods to improve yield. Planted, fertilized, and harvested crops. Assisted with repairs of planting equipment as needed.



Project Role:
Project Engineer

Education:
Tarleton State University (2013-2014)
Bachelor of Science, Texas A&M University (2014-2017)

Registrations:
Professional Engineer, Texas, No. 141736

Years of Experience:
7

John Kennedy
PROJECT ENGINEER

Mr. Kennedy began his career in 2001 as a rodman on a field survey crew and progressed into the role of field operations manager. Since that time, John has earned a degree in civil engineering and worked for several engineering firms. John has over 20 years of relevant experience including site planning, grading, drainage, roadway, water, sanitary sewer, and erosion.



Project Role:
Project Engineer

Education:
B.S.-Civil Engineering, University of Texas at Arlington (UTA), 2014 - Cum Laude)

Years of Experience:
23

EXPERIENCE

2022- Present

HCE – Mansfield, Texas
Manage, coordinate, and design commercial and residential developments throughout the State of Texas.

2017-2021

Bannister Engineering - Mansfield, Texas; Senior Team Leader
Under the direction of the engineer. Planned, coordinated, and supervised the work of junior staff engaged in plan production and project design ensuring project submittal deadlines and client expectations are met.

2015-2017

Salcedo Group, Inc. – Grand Prairie, Texas; Graduate Engineer
Under the direction of the engineer. Planned, coordinated, and designed commercial projects and residential developments for clients, developers, and municipalities.

2001-2011

Hudson Site Control, L.L.C. - Mansfield, Texas; Field Operation Manager
Supervised and coordinated the daily operations of field crews engaged in topographical, site control, construction staking, an as-built surveys.

Landrey (Edwards) Duff, L.I.
PROJECT DESIGNER

Mrs. Duff brings 6 years of experience in landscape and irrigation drafting and design for both private and public infrastructure. She has assisted in the design and project coordination of land development projects for both residential and commercial sites. Her design experience includes landscape, irrigation, three dimensional renderings and two-dimensional renderings. Mrs. Duff is A Texas Licensed Irrigator.

EXPERIENCE

2022- Present

HCE – Mansfield, TX. Professional Engineer managing, designing, and drafting for multiple single-family and commercial development projects. Assist with entire project delivery process from initial site layout design to final inspection. Design elements include streets and thoroughfares, water, sanitary sewer, and storm drainage infrastructure, including hydraulic calculations.

2021-2022

Studio 13 Design Group – Lewisville, TX. Designed and drafted for single-family projects under the supervision of licensed Landscape Architects. Assisted with project coordination, landscape design, and irrigation design.

2020-2021

MMA – Arlington, TX. - Designed and drafted for multiple-family and commercial projects under the supervision of licensed Landscape Architects. Assisted with project coordination, landscape design, and irrigation design. Was heavily involved in rendering plans and sites in both two dimension and three dimension.

2018-2020

Bannister Engineering - Mansfield, TX. Designed and drafted for multiple single-family and commercial projects under the supervision of licensed Landscape Architects. Assisted with project coordination, landscape design, and irrigation design.



Project Role:
Project Designer
Business Development Manager

Education:
Bachelor of Landscape Architecture - Texas Tech University (2016-2020)

Certifications:
Licensed Irrigator No. 26571

Years of Experience:
6

TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Certificate of Registration

This acknowledges that

LEMC INC
DBA: HCE

has fulfilled the requirements of the State of Texas
to offer and perform engineering services in the
State of Texas. In witness whereof we have hereunto set our hands and
affixed the seal of the Board, this
9th day of October, 2020.

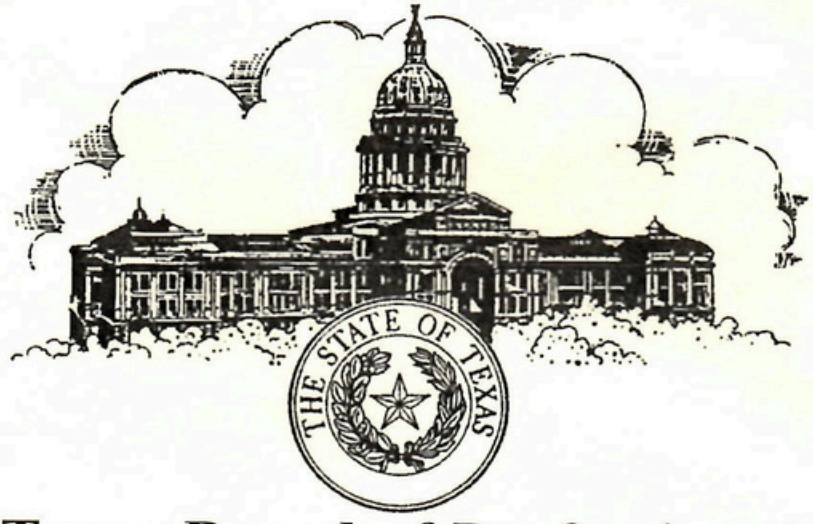
Original certificate was issued on 11th day of October, 2019.

Registration Number
F - 21173

TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS

Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

Rolando Rubiano, P.E., Board Secretary



Texas Board of Professional Engineers and Land Surveyors

BE IT KNOWN THAT

Jared Kael Stroebel

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

Original Certificate Issued On: July 13th, 2021

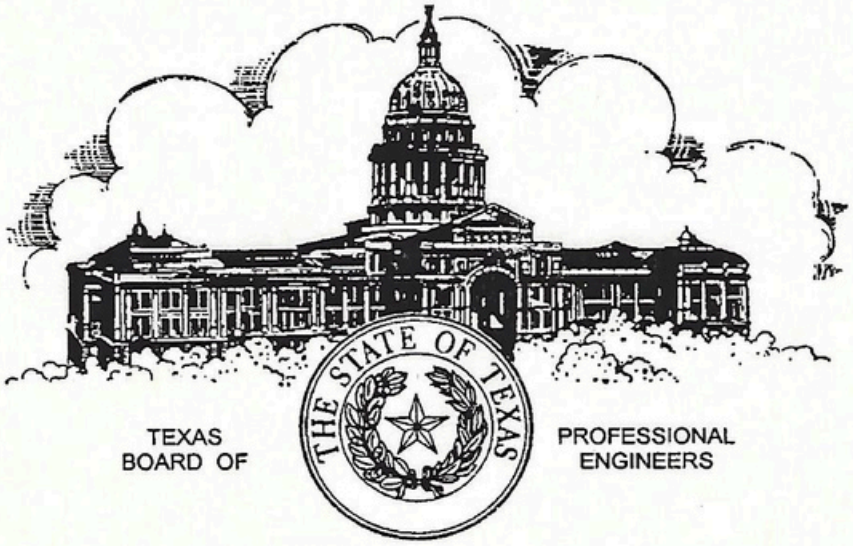
In witness whereof, we have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 25th day of February, 2022.

TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS

Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

Ademola Adejokun, P.E., Secretary

SERIAL NUMBER **141736**



TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Christopher Michael Franke

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 May 22nd, 2013.

BOARD CHAIR

BOARD SECRETARY

SERIAL NUMBER **114273**

Competency

HCE is familiar with the proposed improvements, history and topography of the intended area. Having worked on projects of similar nature in similar locations we except to be able to exceed the scope of work provided. Our experience with TXDOT and TCEQ has prepared us for the necessary reporting and documentation associated with these types of projects. HCE is a professional engineering firm licensed in the State of Texas under the Firm No. 21173.

Experience

HCE's experience and familiarity with City wastewater, water, storm sewer, and transportation projects allow for projects completed on time and within budget. HCE primarily uses AUTODESK CIVIL 3D for design applications. This software is compatible for Building Information Modeling (BIM) and will be used in the preliminary design, design, and construction phases of the project. HCE has assisted Counties & Cities with engineering design utilizing the following steps to ensure project success:

Recent Projects

HCE is knowledgeable in the design requirements of the Texas Department of Transportation (TxDOT), Texas Department of Agriculture (TDA), Texas General Land Office (GLO), Army Corp of Engineers, Texas Commission on Environmental Quality (TCEQ), US Environmental Protection Agency (EPA), Texas Water Development Board (TWDB), Texas Railroad Commission (TRC), Federal Highway Administration, Texas Department of Housing and Community Affairs (TDHCA), US Department of Housing and Urban Development (HUD), and other county, state, and federal laws with regard to engineering design.

HCE's experience spans planning, design, and construction with various projects in public works including, wastewater and water distribution infrastructure, roadway design, storm sewer infrastructure, parking, environmental assessments, environmental permitting, and general construction.

Below are samples in which HCE has provided, or is currently providing, design and construction management services.

Alton/Sharyland WSC 12-inch Water Line extension:

Scope: HCE as the City Engineer for the City of Alton assisted the Sharyland Water Supply Corporation with securing funding for a water line extension along the north-south connector for the City of Alton. HCE provided the Environmental Narrative and Preliminary Engineering Report as part of the US Economic Development Agency Funding Application. The proposed project installed a 12-inch water line along Alton Boulevard (SH 107), promoting development along the major corridor.
Location: Alton, Texas
Construction Cost: $525,00.00
Year Completed: TBD
Client Name: City of Alton
Point of Contact: Jeff Underwood
Valid Email Address: jeff.underwood@alton-tx.gov

Edinburg City Park Drainage Improvements:

Scope: HCE prepared plans and specifications for improvements to an existing detention pond facility located within the Edinburg City Park. The scope included a hydraulic analysis of the contributing drainage area in order to include park amenities within the detention pond.
Location: Edinburg, Texas
Construction Cost: $260,000.00
Year Completed: June 2021
Client Name: City of Edinburg
Point of Contact: Mardoqueo Hinojosa, P.E.
Valid Email Address: mhinojosa@cityofedinburg.com

City of San Benito – Lift Station Improvement Projects:

The City of San Benito was met by the challenge of improving various lift stations in order to meet compliance letters issued by the Texas Commission on Environmental Quality (TCEQ). HCE assisted the city to rehabilitate the San Jose Road and Rose Street Lift Stations. Through a collaborative effort with Southern Trenchless Solutions, HCE was able to meet the TCEQ Compliance deadlines budget constraints by using the Buy Board method of project delivery.
Construction Cost: $350K – Construction Dates: July 2021- March 2022
Contact: Fred Sandoval City of San Benito, City Manager (956) 361-3800

Tulip (ML06m) Drainage improvements – Mission, Texas:

Following a city-wide analysis of existing flooding problems within the City of Mission. HCE was awarded a drainage area within the study to further evaluate, and prepare construction plans to alleviate the drainage issues within existing neighborhoods. HCE analyzed the existing flood model and is currently developing construction plans for the upsizing of existing storm sewer infrastructure.
Construction Cost: $1.8M – Construction Dates: Completed
Contact: Juan Pablo Terrazas, PE, City of Mission, Assistant City Manager (956) 585-3275

San Benito Drainage Study – San Benito, Texas:

HCE was tasked by the City of San Benito to evaluate an existing drainage system, currently believed to be the cause of flooding events in the vicinity of Jay Street and South Sam Houston. HCE employed the use of a tract camera to CCTV the existing line to identify any potential blocks or damage to the existing system. HCE is currently preparing recommendations and cost estimates to address the potential causes of the flooding.
Construction Cost: $TBD – Construction Dates: TBD
Contact: Fred Sandoval, City of San Benito, City Manager (956) 361-3804

Alton/McAllen Public Utility – Sprague Interceptor Sewer Project:

In response to the need for regionalization of water and sewer infrastructure, the cities of Alton and McAllen are combining projects to bring first time sewer service to homes in North Alton. HCE is assisting both cities to provide a project that can rank higher in funding possibilities through the Texas Water Development Board. Currently in the preliminary phases, the project will prove to be a win-win for both cities in bringing a better quality of life to their citizens.
Construction Cost: $20M – Construction Dates: TBD
Contact: Jeff Underwood City of Alton, City Manager (956) 432-0760
Contact: Carlos Gonzales, PE., MPU, Utility Engineer (956) 681-8887

References

Jorge Arcaute, Chief of Staff - Hidalgo County PCT 3
Hidalgo County
724 N. Breyfogle St.
Mission, Texas 78574
(956) 585-4509
jorge.arcaute@co.hidalgo.tx.us

Dr. Jonathan Flores
City Manager, City of Pharr
118 South Cage Boulevard
Pharr, Texas 78577
(956) 402-4000
Jonathan.flores@pharr-tx.gov

Robert Salinas of Code Enforcement
Willacy County
576 W. Main Street
Raymondville, Texas 78580
(956) 689-3393
robert.salinas@co.willacy.tx.us

JP Terraraz Assistant City Manager
City of Mission
1201 E. 8th St.
Mission, Texas 78572
(956) 580-8650
jpterrazas@missiontexas.com

Jeff Underwood, City Manager
City of Alton
509 S. Alton Blvd.
Alton, Texas 78573
(956) 432-0760
jeff.underwood@alton-tx.gov

Scope of Services

HCE is a multi-disciplinary firm providing:

- Civil Engineering
- Environmental Engineering
- Planning
- Management Consulting
- Project Management
- Construction Management
- Landscape and Irrigation Design

In-house Capabilities and Subconsultants

HCE's capabilities exceed the size of the firm in that we are flexible to augment our own personnel to fit the task at hand. Our design capabilities include the following:

Municipal Engineering
Environmental Information Documents (EID)
Easements and ROW Maps
Utility Adjustments
Lift Station Pump Design
Drainage Design
Plans and Specifications
Bid Preparation
Construction Management
Water and Wastewater Design
Hydraulic Modeling
Elevated Storage Tank Design
Needs Assessments
ADA Compliance
Cost Estimating
Pavement Rehabilitation
Project Exhibits
Project Development
Construction Inspections
Permitting Acquisitions
Sanitary Sewer Collection System
FEMA Flood Plain Analysis

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2025

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 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
Fidelity Benefits & Insurance Services, LLLP
500 Pelham Dr.
Galloway, NJ 08205

CONTACT NAME: Robert Shimanek, III
PHONE (A/C, No, Ext): 512-507-0776 **FAX (A/C, No):** 866-475-1803
E-MAIL ADDRESS: robert@fidelityoftexas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Lloyds Insurance Company	41262
INSURER B :	24260
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : The Travelers Indemnity Company	25658
INSURER E : QBE Insurance Corporation	39217
INSURER F :	

INSURED
LEMC INC dba HCE
3540 E Broad Street, STE 120 #251
Mansfield, TX 76063

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	680-9H048314-25-47	03/21/2025	03/21/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP-0R265100-25-47	03/21/2025	03/21/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5.000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [X] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-0K777416-25-47-G	03/21/2025	03/21/2026	[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
E	Professional Liability			ANE10604-00	08/19/2024	08/19/2025	Each Claim Policy Aggregate	1,000,000 2,000,000

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

LEMC INC dba HCE does not own any vehicles.

CERTIFICATE HOLDER
Edinburg Utilities
415 W. University Blvd
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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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

07/28/2025

Company/Vendor Name:

HCE

Printed Name and Title:

Hilario Ortiz, Jr. - President of HCE

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: LEMC Inc., dba HCE
(Full, correct legal name)

- Address: 1618 E. Griffin Parkway Suite 7, Mission, Texas 78572
- Telephone/Fax: (956) 287-4477
- Email address: info@hcetex.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, Texas 76063

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: Landrey Duff
Address: 3540 E. Broad St. Suite 120-251, Mansfield, Texas 76063
Telephone: (682) 262-4297
Fax: _____
Email: _____

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    LEMC Inc., dba HCE

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Hilario Ortiz, Jr. - President of HCE, the undersigned representative of HCE, (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:

Hilario Ortiz, Jr. - President of HCE

TYPE/PRINT NAME AND TITLE:

07/28/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Hilario Ortiz, Jr. - President of HCE, the undersigned representative of

HCE, (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:

Hilario Ortiz, Jr. - President of HCE

TYPE/PRINT NAME AND TITLE:

07/28/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Hilario Ortiz, Jr. - President of HCE, the undersigned representative of HCE, (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:

Hilario Ortiz, Jr. - President of HCE

TYPE/PRINT NAME AND TITLE:

07/28/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Hilario Ortiz Jr., being first duly sworn, deposes and says that: *(Name)*

(1) He is President of HCE, 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 Hilario Ortiz Jr.

Title President of HCE

Subscribed and sworn to me this July day of 28 20 25.

By:

Shannon L. Ortiz

Notary Public

SHANNON L ORTIZ
Notary ID #11306179
My Commission Expires
May 5, 2028

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.**

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

Hilario Ortiz, Jr.

Name of signatory

Hilario Ortiz

Signature

07/28/2025

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.

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

[M2 ENGINEERING, PLLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

M2 Engineering, PLLC Response

CONTACT INFORMATION

Company:
M2 Engineering, PLLC

Email:
milo@m2-engineers.com

Contact:
Emigdio Salinas

Address:
1810 E. Griffin Parkway
Mission, TX 78572

Phone:
N/A

Website:
https://m2engineers.com/

Submission Date:
Jul 28, 2025 8:09 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

City_of_Edinburg_-_RFQ_2025-004.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

_25S_eFY4NaoQ-5.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

4.1_-_CONFLICT_OF_INTEREST-5.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

4.2_-_GENERAL_QUESTIONNAIRE-4.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

4.3_-_LITIGATION_DISCLOSURE_FORM-3.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

4.4_-_HOUSE_BILL_89_VERIFICATION-2.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...

4.5_-_SENATE_BILL_13_VERIFICATION-3.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...

4.6_-_SENATE_BILL_19_VERIFICATION-4.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...

4.7_-_CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT-6.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

4.8_-_CIQ.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes

City of Edinburg

Request for Qualifications: 2025-004
Liftstation #4 and Sewer Line Upgrades
(Engineering Services)

RFQ No. 2025-004

Engineering Services

Tuesday
July 29,2025
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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Section VI Acknowledgement of Required Documents

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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. 2025-004 Lift Station #4 and Sewer Line Upgrades

Mr Carmona,

M2E is pleased to present this Request of Qualifications for the Lift Station #4 and Sewer Line Upgrades for the City of Edinburg, with an interest in being considered as the engineering firm of choice to be able to provide comprehensive engineering services for the City of Edinburg, Texas. At M2E we pride ourselves on delivering exceptional engineering solutions to municipalities by utilizing innovative tools and techniques, ensuring accessibility, and maintaining quick turnaround communication. Our goal is to support the City of Edinburg, to ensure it is equipped with a safe and effective plan that implements infrastructure activities and engineering services needed to meet the city's current needs. Our team compromises highly qualified local experts with a proven track record in local community and City improvements including those with State or Federally funded programs.. We are committed to collaborating with you to ensure we build a relationship that will allow us to meet the City of Edinburg's standards and needs while providing top-tier engineering services.

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 State and Federal funded projects and local community improvements is an essential part of what sets M2E apart from other firms. Our team provides tailored Civil Engineering solutions for the development of new construction, infrastructure activities, maintenance services including but not limited to: street, parking lots, land development, drainage, water & wastewater, planning and detailed construction managements services, including environmental assessments. Specifically M2E prides itself on having extensive experience in collaborating with the TWDB (Texas Water Development Board), TCEQ (Texas Commission on Environmental Quality), NADBank (North American Development Bank) and other funding and governmental agencies.

M2E is grateful to have been given the opportunity to submit the Request of Qualifications (RFQ) to be able to provide engineering services to the City of Edinburg, Texas. We are confident that our experience, innovative approach, and commitment to building trustworthy relationships makes us a strong candidate for providing these essential services to the City of Edinburg. We look forward to the opportunity to discuss how we can best serve your community 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.

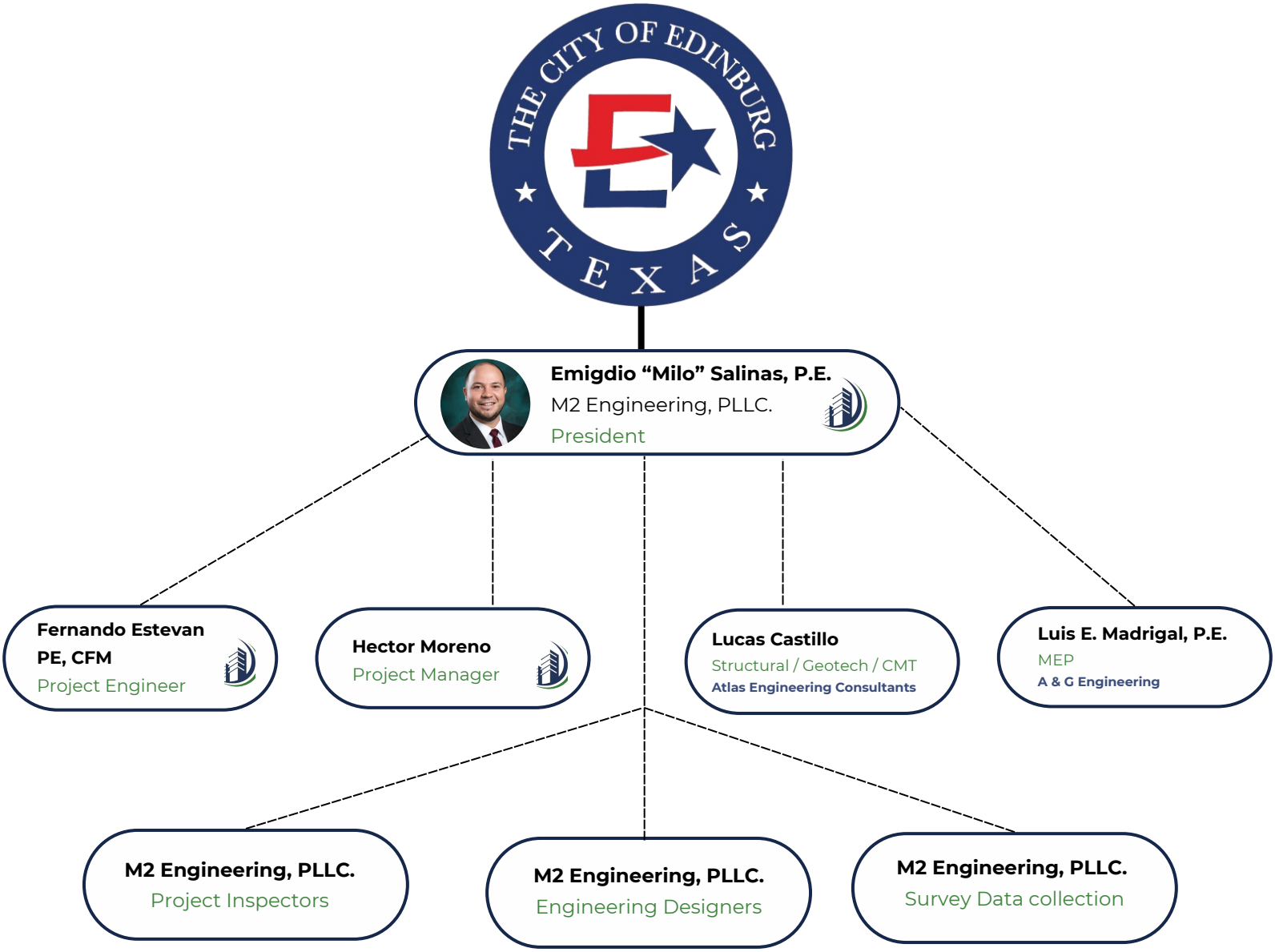
AREAS OF SPECIALIZATION

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 19 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:

19 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

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

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 assist 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 on-site 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
- Direction and coordination of all design and construction aspects
- Project Design-develop specifications and drawings for the sewer system improvements
- Advice and consultation on design requirements
- Coordinate a geotechnical site investigation
- Provide design and construction surveying services
- Provide bid phase services
- Provide resident project inspection services
- Provide construction administration management services
- Attend monthly construction meetings.
- Certify quantities
- Certify contractor pay request
- Submit the plans to TCEQ for review and approval.
- Assist in Procuring easements and/or permits. Any other engineering related duties that may be required by the City for this sewer system improvement project.

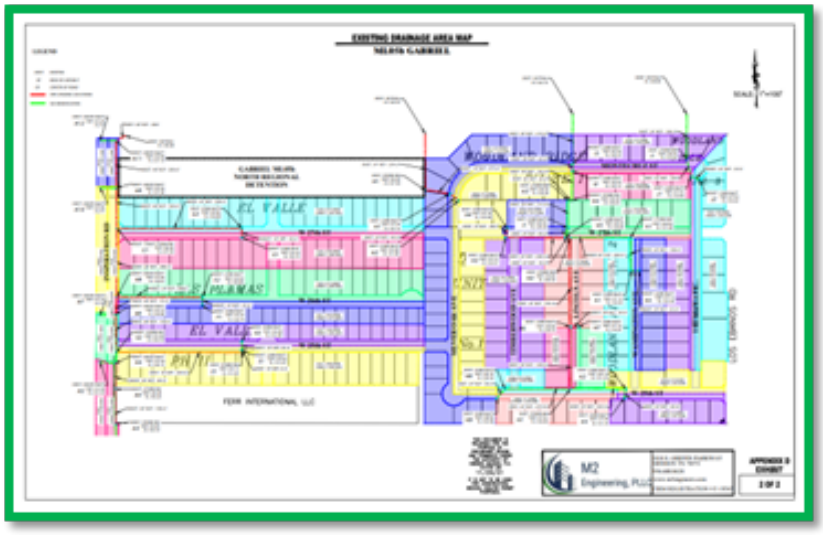
3B - EXPERIENCE AND RECENT PROJECTS

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.

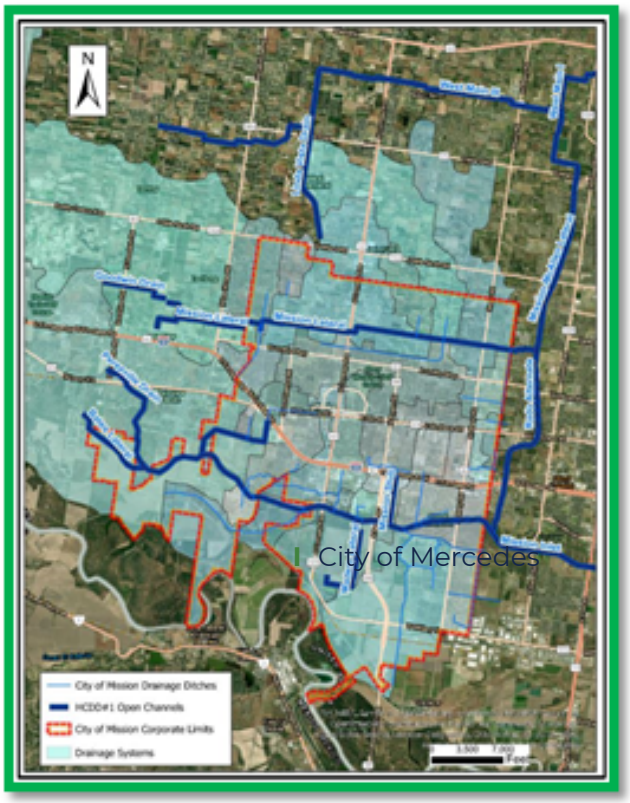
3B - EXPERIENCE AND RECENT PROJECTS

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.

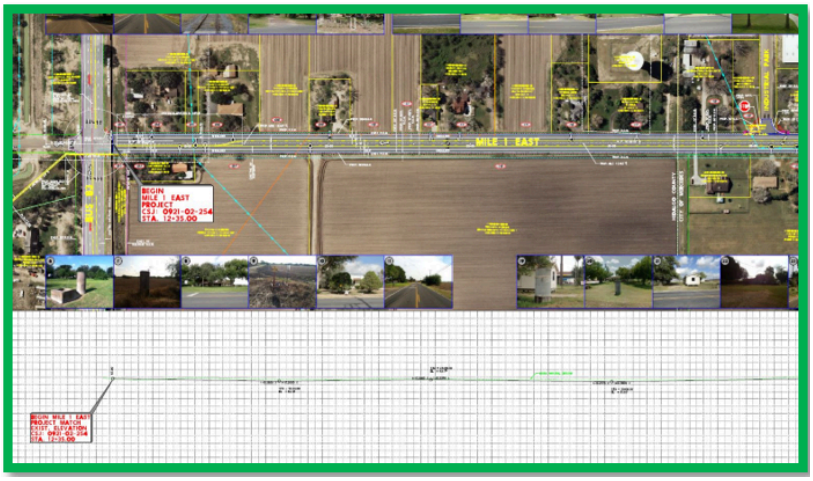
3B - EXPERIENCE AND RECENT PROJECTS

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.

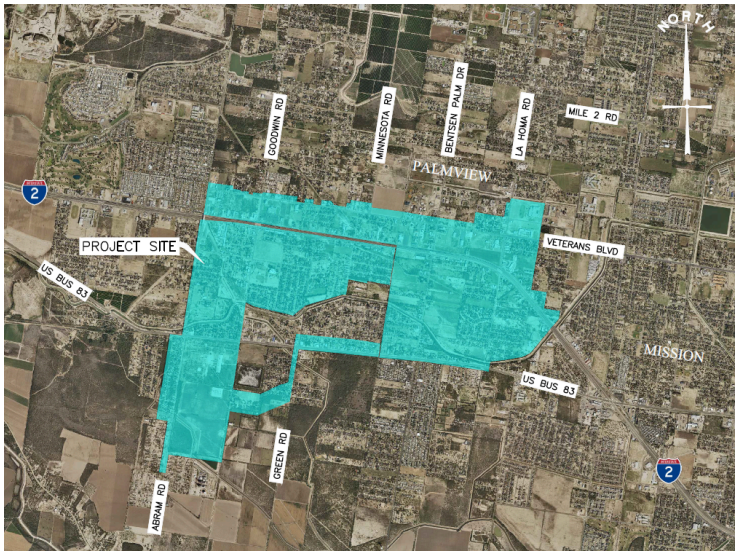
3B - EXPERIENCE AND RECENT PROJECTS

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.

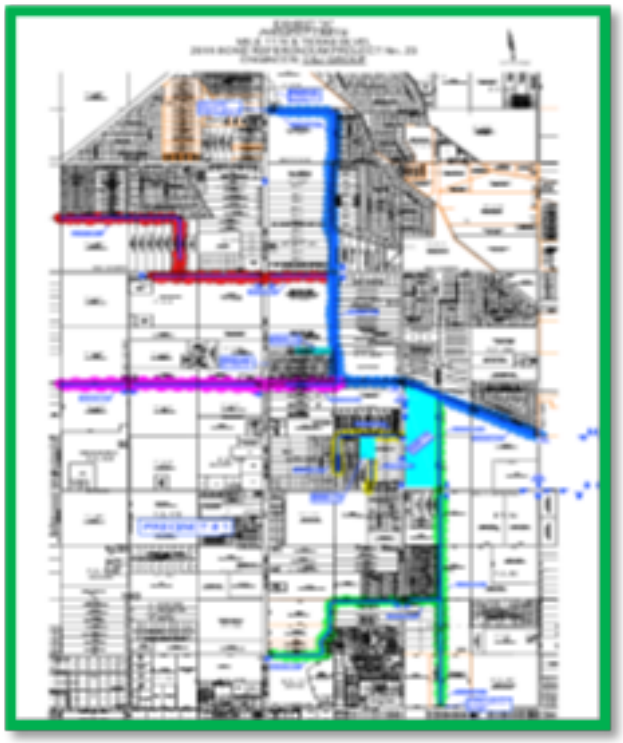
3B - EXPERIENCE AND RECENT PROJECTS

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.

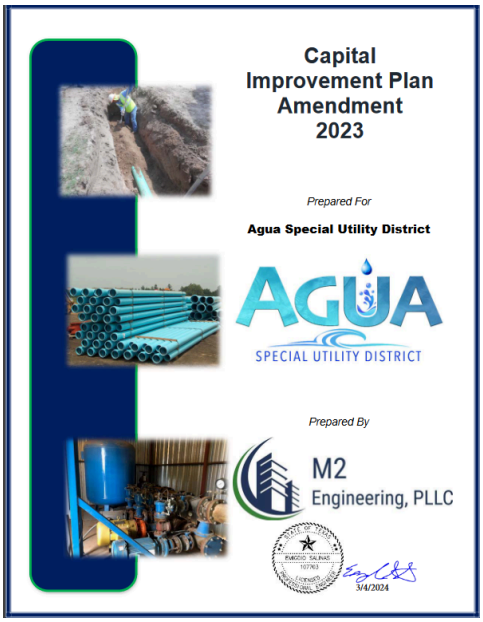
Project Relevancy:
As a firm at M2E we will be able to assist the City of Edinburg development by designing a Standard’s Manual to be able to guide the design and drafting of plans for public and private projects.

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.

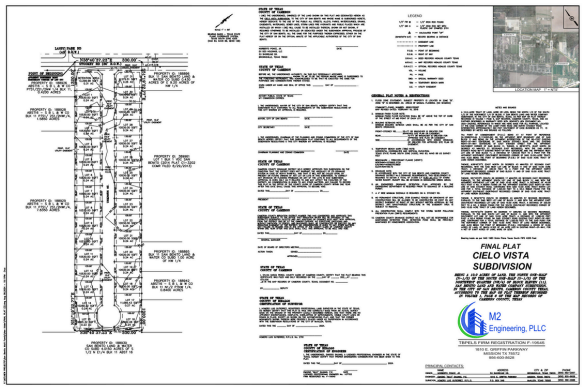
Project Relevancy:
This project is relevant to the City of Edinburg Engineering services as M2 Engineering, PLLC showed a collaboration with Agua SUD to design a comprehensive Capital Improvement Plan aimed at enhancing infrastructure to meet future demands. Our focused approach ensured that all proposed 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 of Edinmburg 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 of Edinburg.

- M2E will provide the City of Edinburg 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 of Edinburg; 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 of Edinburg 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 of Edinburg 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.

Preparation (Technician/Design Engineer)

Checker/Reviewer (Project Engineer)

Back Checker/Reviewer (Project Manager/Supervisor)

Correcting (Technician/Design Engineer)

Verifier (Project Engineer & Project Manager/Supervisor)

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.

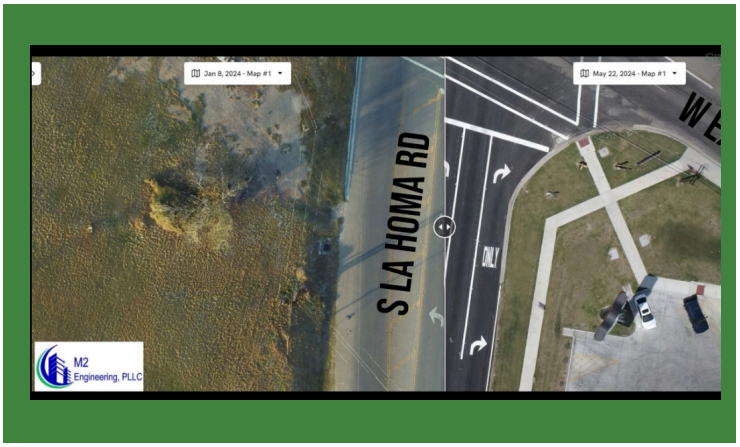
M2E utilizes all of the latest engineering technology and stays current with new products in order to devolved & prepare a quality service the City of Edinburg will approve and recognize. By having the latest engineering programs, such as our licensing of Programs like Civil GEO to generate hydraulic 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.

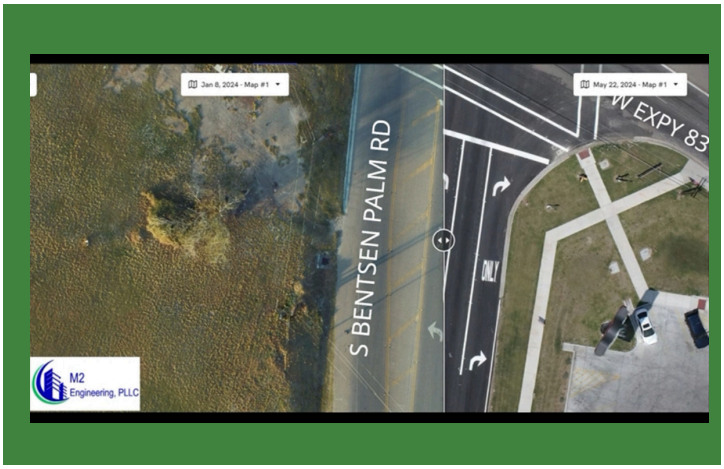
5B - EXPERIENCE AND ADDITIONAL QUALIFICATIONS CONTD.

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. 2025-004- Lift Station #4 and Sewer Line Upgrades.

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 Lift Station #4 and Sewer Line Upgrade effort.

Policy Number: PLLC68G-007N906576-23-47/07790208-1/CUP-7N907143-19-47/UB7N907327-22-47-G/PLLC107111239

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2025

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	IAM Insurance Agency L.L.C. P.O. Box 657 Edinburg, Tx 78540-0657	CONTACT NAME: Ismael (Smiley) Martinez PHONE (A/C, No, Ext): (956) 207-2789 FAX (A/C, No): ( ) - E-MAIL ADDRESS: iamins@sbcglobal.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: United Specialty Insurance Company	
INSURED	M2 Engineering, PLLC Emigdio Salinas P.O. Box 5069 McAllen, TX 78502	INSURER B: Progressivve County Mutual Ins. Co.	
		INSURER C: Texas Mutual Insurance Company	
		INSURER D: New Hampshire Insurance Company	
		INSURER E: Travelers Ins	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	PLLC68G-007N906576-23-47	06/22/2024	06/22/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ Excluded
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	07790208-1	06/25/2024	06/25/2025	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
							Any Auto	$ 1,000,000
E	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	CUP-7N907143-19-47	06/22/2024	06/22/2025	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$
								$
C	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	X	UB7N907327-22-47-G)	06/23/2024	06/23/2025	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
D	Professional Liabiltiy	X	X	PLLC107111239	06/22/2024	06/22/2026		2 Mil/2Mil

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

CG-2037 (Additional Named Insured) City of Edinburg

Blanket WOS must be listed in favor of the City of Edinburg

CG- (Primary/Non-Contributory) Primary/Non-Contributory Clause City of Edinburg

RFQ 2025-004
Lift Station #4 and Sewer Line Upgrades

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, Texas 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

Ismael A.Martinez

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LET'S BUILD A BETTER TOMORROW,
TODAY, TOGETHER.

M2E

M2 ENGINEERING, PLLC.
1810 E. GRIFFIN PARKWAY
MISSOURI CITY, TX 77489

Policy Number: PLLC68G-007N906576-23-47/07790208-1/CUP-7N907143-19-47/UB7N907327-22-47-G

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DATE (MM/DD/YYYY) 7/24/2025

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		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: United Specialty Insurance Company	
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	PLLC68G-007N906576-23-47	06/22/2024	06/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 3,000,000 $ Excluded
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	07790208-1	06/25/2024	06/25/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Any Auto	$ $ 1,000,000 $ $ 1,000,000 $ 1,000,000
E	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	CUP-7N907143-19-47	06/22/2024	06/22/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $
C	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	X	UB7N907327-22-47-G)	06/23/2024	06/23/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liabiltiy	X	X	PLLC107111239	06/22/2024	06/22/2026		2 Mil/2Mil

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

CG-2037 (Additional Named Insured)City of Edinburg

Blanket WOS must be listed in favor of the City of Edinburg

CG-(Primary/Non-Contributory)Primary/Non-Contributory Clause City of Edinburg

RFQ 2025-004

Lift Station #4 and Sewer Line Upgrades

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, Texas 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

Ismael A.Martinez

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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:

7/28/25

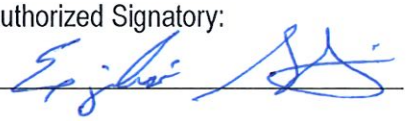
Company/Vendor Name:

M2 Engineering, PLLC.

Printed Name and Title:

Emigdio Salinas, P.E. , President

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: M2 Engineering, PLLC.
(Full, correct legal name)

- Address: 1810 E. Griffin Pkwy
  Mission, Tx 78572
- Telephone/Fax: 956-600-8628
- Email address: milo@m2-engineers.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? Mission, 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. _____

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: Emigdio Salinas
   Address: 13706 N. Rooth Rd
   Telephone: 956-227-5327
   Fax: _____
   Email: milo@m2-engineers.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Emigdio Salinas, the undersigned representative of

M2 Engineering, PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Emigdio Salinas, President

TYPE/PRINT NAME AND TITLE:

7/28/25

DATE:

SENATE BILL 13 VERIFICATION

I, Emidgio Salinas, the undersigned representative of

M2 Engineering, PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Emigdio Salinas, President

TYPE/PRINT NAME AND TITLE:

7/28/25

DATE:

SENATE BILL 19 VERIFICATION

I, Emigdio Salinas, the undersigned representative of

M2 Engineering, PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Emigdio Salinas, President

TYPE/PRINT NAME AND TITLE:

7/28/25

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Emigdio Salinas, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of M2 Engineering, PLLC., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title President

Subscribed and sworn to me this 28 day of July 2025.

By: _____

Notary Public

SOLEDAD ARREDONDO NOTARY PUBLIC STATE OF TEXAS ID# 134302066 EXPIRES 4-12-2027

My commission expires 4-12-2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

M2 Engineering, PLLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

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

7

Emigdio Salinas		7/28/25
Name of signatory	Signature	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.

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

[MELDEN AND HUNT INC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Melden and Hunt Inc Response

CONTACT INFORMATION

Company:
Melden and Hunt Inc

Email:
mike@meldenandhunt.com

Contact:
Michael Hernandez

Address:
115 W McIntyre St
Edinburg, TX 78541-3337

Phone:
(956) 607-1448

Website:
www.meldenandhunt.com

Submission Date:
Jul 29, 2025 11:23 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Melden_and_Hunt_Inc___RFQ_No_2025-004__LS_No_4_and_Sewer_Line_Upgrades.pdf

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

011___HUB_Certificate___Melden_and_Hunt_Inc.pdf
009__Form_1295_Certificate__Melden_and_Hunt_Inc.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

010__Insurance_Certificates___Melden_and_Hunt_Inc.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

001_Conflict_of_Interest__Melden_and_Hunt_Inc.pdf

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

002_General_Questionaire__Melden_and_Hunt_Inc.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

003_Litigation_Disclosure__Melden_and_Hunt_Inc.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

004_House_Bill_89_Verification__Melden_and_Hunt_Inc.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...

005_Senate_Bill_13_Verification__Melden_and_Hunt_Inc.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...

006_Senate_Bill_19_Verification__Melden_and_Hunt_Inc.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...

007_City_of_Edinburg_Noncollusion_Affidavit__Melden_and_Hunt_Inc.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

008_CIQ___Melde_and_Hunt_Inc.pdf

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

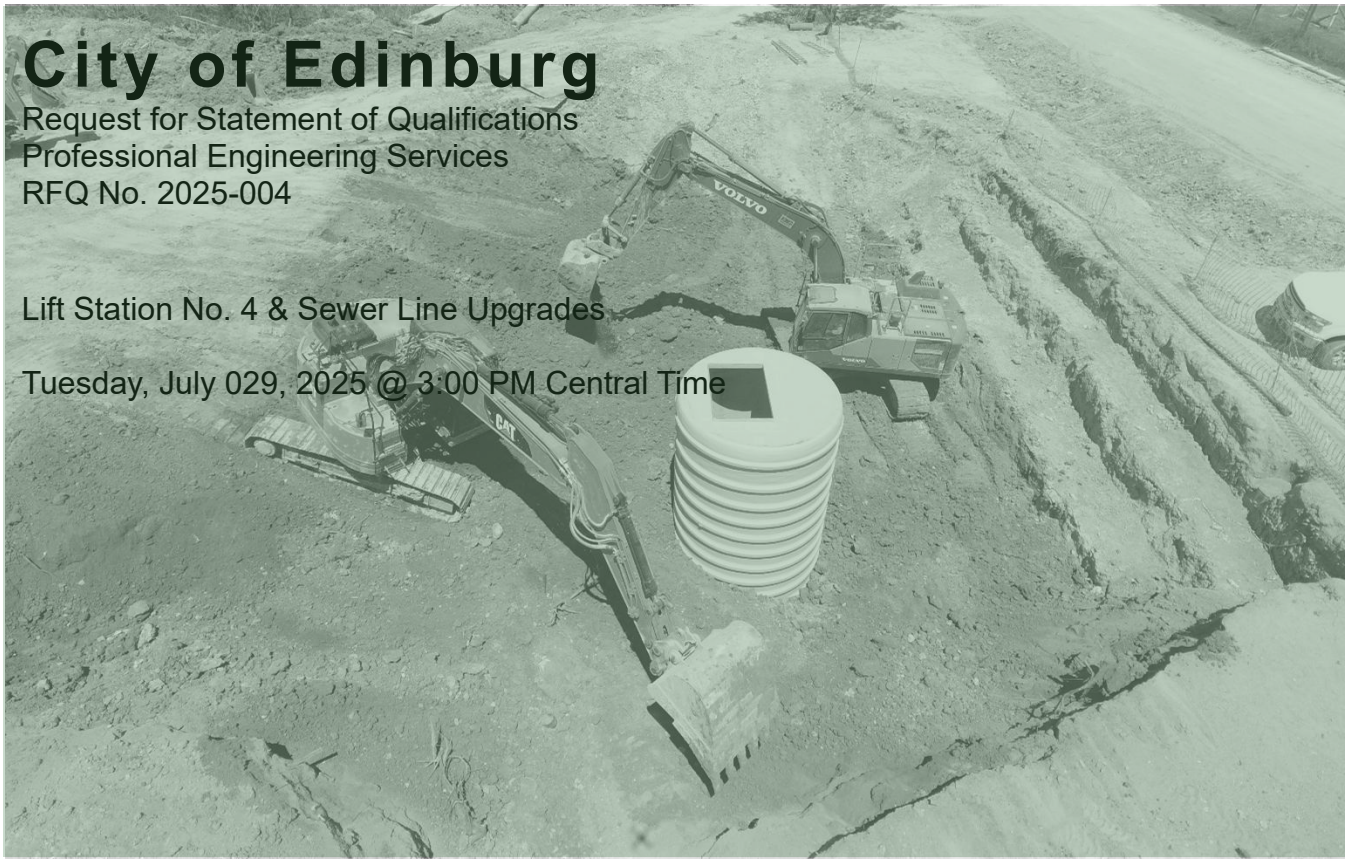
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes

REQUEST FOR STATEMENT OF
QUALIFICATIONS



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

July 29, 2025

Mr. Gerardo Carmona, Jr., P.E.
Director of Utilities
City of Edinburg
1201 N. Doolittle Road
Edinburg, Texas 78542

Ref: City of Edinburg
Request for Statement of Qualifications No. 2025-004
Professional Engineering Services for
Lift Station No. 4 and Sewer Line Upgrades

Dear Gerardo,

Melden & Hunt, Inc. is pleased to submit this packet to express our strong interest in serving as your engineering partner for the sanitary sewer lift station project for the City of Edinburg. We believe our deep knowledge of the City's sewer system, long-standing relationship with City staff, and proven track record in delivering successful wastewater infrastructure projects make us exceptionally well-qualified to support the City on this important effort.

Our firm has decades of experience planning, designing, and constructing wastewater facilities throughout South Texas, including lift stations, wastewater treatment plants, and sewer collection systems. We have worked closely with the City of Edinburg on a variety of infrastructure improvements and are well-versed in the specific needs, operational standards, and long-term planning goals of the City's sewer system. From early planning through final construction, Melden & Hunt has consistently delivered cost-effective, sustainable, and compliant solutions tailored to the needs of growing communities.

We take great pride in our reputation as a trusted and responsive engineering partner. Our team brings a high level of technical expertise and project leadership in all aspects of wastewater infrastructure development including site evaluation, regulatory coordination, environmental documentation, and construction oversight. Because of our strong working relationship with the City, we are able to respond quickly and efficiently, ensuring a smooth and collaborative process from start to finish.

Melden & Hunt has a vested interest in the success of this project. Our roots in this region run deep, and we remain committed to helping the City of Edinburg enhance and expand its critical infrastructure to better serve its residents and support continued growth. We understand the

importance of this project and are eager to bring our local knowledge, skilled personnel, and full project delivery capabilities to the table.

We acknowledge that no addenda were issued for this project.

Thank you for the opportunity to submit our qualifications. We welcome the chance to further discuss how Melden & Hunt can support the City of Edinburg in achieving its infrastructure goals and delivering a high-quality sanitary sewer lift station project.

Sincerely,

Ruben James De Jesus, P.E., R.P.L.S.
Vice President

Contact Information
Ruben James De Jesus, P.E., R.P.L.S.
Vice President
Melden & Hunt, Inc.
115 West McIntyre Street
Edinburg, Texas 78541
P: 956.381.0981
F: 956.381.1839
E: ruben@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 bringing our clients' visions to life. Our goal is to listen deeply, understand our clients' needs better than anyone else, and consistently exceed their 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
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
System For Award Management No. XCL6R7NN5835 (Active Status thru 04/27/2026)

Firm's History:

Founded in 1947, Melden & Hunt, Inc. began business as a civil engineering and surveying firm providing diverse services to local municipalities, special service districts, and the private sector throughout the South Texas region. For more than 78 years, our organization has continued to grow as one of the foremost consulting firms in the Rio Grande Valley specializing in the planning, design, and construction of water and wastewater utility systems.

Our resources include a total combined staff of 65 registered engineers, registered land surveyors, project managers, design cadd technicians, field survey technicians, survey cadd technicians, construction managers, construction inspectors, and administrative support personnel who will respond to your needs and function as an extension of your staff to exceed your performance objectives.

Melden & Hunt has a very flexible team with a lot of depth. We will draw on our team's resources to provide you with the personnel required for completing this wastewater improvement project.

Primary Assigned Personnel:

Melden & Hunt, Inc. has assembled a project team of engineering professionals with the proven experience to efficiently and successfully complete and submit the services requested by the City of Edinburg. These representatives are all full-time members of Melden & Hunt, Inc. staff. Not only does this team bring to the project the professional background for completing projects of this nature, but this team also possesses the relationship and experience of working with the Texas Water Development Board. Our team of professionals will work out of our Edinburg office to serve as our base of operations and will actively participate in any questions and/or consultation requested by the City of Edinburg.

Melden & Hunt, Inc. has designated Mr. Ruben James De Jesus, P.E., R.P.L.S. as Principal In Charge and Chief Project Engineer. He will develop a work plan and be responsible for scheduling and performance of all work associated with your project.

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 and Hunt, Inc. is eminently qualified and capable for the successful execution of this project. We believe that our knowledge of wastewater treatment facilities and collection systems is unmatched. Melden and Hunt, Inc. has successfully completed several wastewater improvement projects in the area.

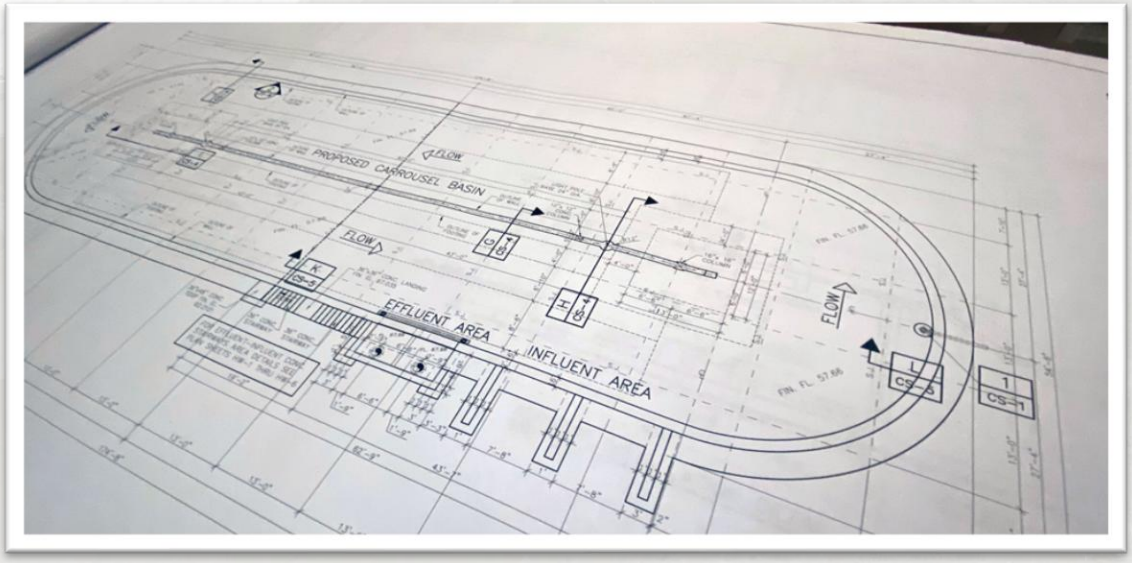
Design – As part of the design of the project, Melden & Hunt, Inc. will suggest preparing one set of construction contract documents for the construction of the sanitary sewer lift station. On behalf of the City, Melden & Hunt will secure all required permits from the TCEQ and approvals from the Texas Water Development Board necessary for the construction of the project. Melden & Hunt, Inc. will also conduct field surveys in order to provide all the necessary information required for the design and construction of the project. Our team is familiar with the locale and conditions of the area and has the qualified personnel to perform the required survey tasks. The field data will be collected and then reduced in the office with the use of a computer and coordinate geometry computer programs capable of plotting the end results.

Geotechnical work will be necessary for this project. Melden & Hunt, Inc. will furnish coordination of said explorations using the services of whomever the City elects to use for this work.

Melden & Hunt, Inc. will prepare design reports, plans and specifications in accordance with the requirements set forth in the latest edition TAC 30 CHAPTER 217; DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEMS.

Melden & Hunt, Inc. will conduct a final (page by page) review of plans and specifications with City Staff Project Team. While we understand that this effort requires a good deal of time and thought, we know it is time well spent in an effort to avoid change orders. Obviously, it is considerably easier to look at a facility that is built verse's lines on a piece of paper when determining "good, better, best". After a facility is built, it is not the time to decide on an improved feature or location. This is why the project engineers and project managers of Melden & Hunt will insist on a thorough review of the final plans and specifications.

Upon completion of the plans and specifications, Melden & Hunt, Inc. will use the detailed quantity, materials, and labor requirements to prepare a detailed construction cost estimate. Melden & Hunt, Inc. has a thorough understanding of the cost of construction, having worked on similar projects in the area.



Quality Plans & Specifications result in the best possible bid for the facilities you want.



Project Bidding - Melden & Hunt, Inc. will furnish copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge them a reasonable cost for such copies.

Prior to bid, Melden & Hunt, Inc. will hold a pre-bid conference to answer any questions that the bidders may have. Melden & Hunt, Inc. will issue addendums if necessary, to make clarifications on the bid documents.

Melden & Hunt, Inc. will attend the bid opening, tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.

Melden & Hunt, Inc. will notify the contractor awarded the project and will coordinate the execution of the contract documents. Upon approval from the City, Melden & Hunt, Inc. will hold a pre-construction conference and will issue a notice to proceed.

Notably, Melden & Hunt, Inc. has extensive experience advertising, bidding and awarding municipal water and wastewater projects. We know where problems and delays can occur; we will ensure proper documentation, consistency, timeliness, and accuracy in all aspects of the bid phase process.

Construction - Melden & Hunt, Inc. shall provide overall construction management phase services for all three of the construction contracts proposed for the Project. Melden & Hunt, Inc. will also establish construction baselines for locating the work together with a suitable number of benchmarks adjacent to the work as a basic service of our contract.

Based upon our experience with similar projects, Melden & Hunt, Inc. cannot begin to emphasize enough the importance of construction management and inspection. We know that it is vital that the job be manned with individuals having construction experience with similar type of work. Given the project proximity to our main office, if selected, we will routinely have the Engineer, the Construction Manager, and the Inspector at the site. Ruben James De Jesus, P.E., Allan F. Booe, P.E. and Lupe Montelongo will be assigned to this project. Each of these men have over 40 years of experience in the water and wastewater field.

As part of our project management, Melden & Hunt, Inc. will interpret the intent of the drawings and specifications to protect the City against defects and deficiencies in construction on the part of the contractors. Melden & Hunt, Inc. will prepare necessary contract change orders, if any, for approval by the City on a timely basis. Melden & Hunt, Inc. will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Melden & Hunt, Inc. will review the contractor's applications for progress and final payment and, when approved, submit to the City for payment. As part of the requirements set forth in our technical specifications, the contractor will be required to provide

project record drawings and a notebook having all the warranty information. Melden & Hunt, Inc. will call and chair monthly meetings with the City Staff Project Team, and the Contractor.



Post Construction - Upon acceptance of the construction contract, Melden and Hunt, Inc. will provide all professional services necessary to assist Edinburg staff in placing the system in operation. Included in this is preparation of a startup plan, preparation of O & M manuals, provision of operator maintenance, and training and technical assistance during start up. We will assist the City of Edinburg in evaluating the performance of the facility and will represent the City in warranty disputes. From our experience, we know the first year of operation is sometimes cumbersome due to operators getting use to new systems or perhaps some small glitches in the systems themselves. Typically, this occurs in the instrumentation and control packages, which is often new technology to many of the operators. Given that Melden and Hunt, Inc. has its main office in Edinburg, you can call us anytime, whether it be the first year or many years after, for our immediate assistance with any problem that you might be experiencing. With Melden and Hunt, Inc., you will not have to schedule a meeting or pick us up at the airport. Melden and Hunt, Inc. has provided engineering services to the Rio Grande Valley for over 78 years; we're here to stay.



Team Member Qualifications and Experience

THE MELDEN & HUNT TEAM.

Melden & Hunt, Inc. has a wide range of professionally registered and certified staff to deliver the efficiency and competency our clients deserve**.** We help our clients by providing them with a direct connection to team members ensuring communication and responsiveness to their projects. Our technical staffing resources ensure quality work products are produced on time and within budget for all our clients.

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. is proud to designate Mr. Ruben James De Jesus, P.E., R.P.L.S., as Principal in Charge and Chief Project Engineer for your project. Mr. De Jesus is a highly regarded professional with a strong reputation for delivering complex utility projects successfully across South Texas. His leadership style is proactive, solutions-oriented, and focused on building trust and results through clear communication and dependable execution.

Mr. De Jesus will develop a detailed work plan and oversee all aspects of scheduling, coordination, and quality control. He is known for driving projects forward, resolving challenges quickly, and ensuring all work meets or exceeds client expectations. As Principal in Charge, he will act as a direct extension of your staff — ready to respond promptly, solve problems decisively, and keep the project moving on schedule.

One of Mr. De Jesus's greatest strengths is his dedicated project team. He leads a group of experienced engineers, designers, surveyors, and technical staff who share his commitment to technical excellence, responsiveness, and client satisfaction. He will carefully select the right personnel for every task and make sure they have the resources and support needed to deliver high-quality work efficiently.

Working out of our Edinburg office, Mr. De Jesus will maintain an active presence and remain available for any consultation or coordination required by the Military Highway Water Supply Corporation. Backed by more than 13 years of proven experience and a strong, well-coordinated team, Mr. De Jesus ensures that every project under his leadership is completed to the highest standard on time and within budget.

The given organizational chart shows other key professionals that will have responsibility for individual project tasks. All these individuals will report up through Mr. De Jesus who will hold management and decision-making responsibility for this project. As mentioned, Mr. De Jesus will be responsible for committing the human and equipment resources required to successfully meet the city's schedule and needs.

City of Edinburg
Mayor & Council Members

City of Edinburg
Utilities Director
Gerardo Carmona, P.E.

City of Edinburg
Tom Reyna, Assist. City Manager

Melden & Hunt, Inc.
Ruben James De Jesus, P.E., R.P.L.S.
Principal in Charge

Planning & Engineering Design
Allan F. Booe, P.E., Chief Engineer
Ruben De Jesus, P.E., Project Engineer
Mike Hernandez, Project Manager
Lupe Montelongo, Chief Designer
Jesus Cantu, Design Technician
Brianda Mendoza, Project Administrator

Bidding
Allan F. Booe, P.E., Chief Engineer
Ruben De Jesus, P.E., Project Engineer
Mike Hernandez, Project Manager
Brianda Mendoza, Project Administrator

Construction
Allan F. Booe, P.E., Chief Engineer
Ruben De Jesus, P.E., Project Engineer
Mike Hernandez, Project Manager
Lupe Montelongo, Chief Designer
Manny Lopez, Inspector
Brianda Mendoza, Project Administrator

Melden & Hunt has a very flexible team with a lot of depth. We will draw on our team's resources to provide the staff described plus any additional resources required for completing your project.

We understand that exceeding our client's expectations can only be achieved with great people.

Our project team takes responsibility for making day-to-day decisions with the full support of senior management. For our clients, this means that the person closest to your project is actively working for you in the most efficient and effective means possible.

At the heart of a successful project lies a team of experts who can convert their knowledge to project results. We believe that experience matters. It's more than a tag line. It's how we define ourselves. For this project, Melden & Hunt, Inc. has put together a team of professionals that have a solid relationship working with Texas Water Development Board. What is more, our employees are well versed with TWDB CWSRF, DWSRF, and EDAP Funded Programs.

This team of professionals are among the most experienced in their fields.

Melden & Hunt, Inc.	TWDB Clean Water SRF	TWDB Drinking Water SRF	TWDB EDAP Program
Allan F. Booe, P.E.	✓	✓	✓
Ruben J. De Jesus	✓	✓	✓
Mike Hernandez	✓	✓	✓
Lupe Montelongo	✓	✓	✓
Manny Lopez	✓	✓	✓
Brianda Mendoza	✓	✓	✓

All these individuals will work out of our Edinburg office to serve as our base of operations.

Our team excels at coordinating grant and loan applications and fulfilling the requirements of various agencies to help our clients turn projects from ideas into realities. We will help you win financing for your project.

We've helped our clients secure over **$100M** in funding from both USDA RD & TWDB to help offset the cost of infrastructure projects.



Tap into our experience.

If it involves water and wastewater, Melden & Hunt, Inc. has the expertise to address it.

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. Booe brings extensive expertise in the design, operation, and maintenance of water and wastewater treatment plants and their associated systems. He is a specialist in the engineering design and management of Melden & Hunt's most complex water and wastewater utility projects.

With more than forty-five (45) years of engineering experience, Mr. Booe's background centers on treatment plants as well as water distribution and wastewater collection systems. He previously served as Utilities Director for McAllen Public Utility for four years, where he provided leadership in utility operations and capital improvements.

Throughout his distinguished career, Mr. Booe has served as Chief Design Engineer on the design and construction of numerous major treatment plant projects, including Mission's North Water Treatment Plant, Edinburg's West Water Treatment Plant, North Alamo's Delta Regional Water Treatment Plant, Mission's Wastewater Treatment Plant, Hidalgo's Wastewater Treatment Plant, Rio Grande City's Wastewater Treatment Plant, Elsa's Wastewater Treatment Plant, and North Alamo's Donna & Weslaco Wastewater Treatment Plant. His portfolio includes a wide range of rehabilitation, expansion, and new construction projects, demonstrating his versatility and deep technical knowledge.

Equally important, Mr. Booe has successfully secured funding for many of these projects through programs such as USDA Rural Development and the Texas Water Development Board, ensuring that critical infrastructure is delivered in a financially sustainable way. His decades of proven experience, trusted leadership, and funding expertise make him an invaluable resource for any community investing in its water and wastewater systems.



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 and has since established himself as a respected leader in the field. He has extensive experience designing and managing a wide variety of civil engineering projects and possesses a strong background in surveying. Over his career, he has successfully overseen studies, designs, and the delivery of major public and private sector infrastructure projects throughout the South Texas region.

Mr. De Jesus is known for his strong leadership, practical problem solving, and ability to manage complex projects efficiently. He is highly proficient in scheduling and coordinating large-scale public and private initiatives and has led teams on federal, state, and local infrastructure projects, earning a reputation for delivering results on time and within budget.

As a Principal in Charge, Mr. De Jesus will develop a clear, results-oriented work plan and take full responsibility for the scheduling, coordination, and performance of all work associated with this project. He will lead the project team as a seamless extension of your staff, working proactively to exceed your performance objectives and to respond quickly to any need or challenge that arises. He is deeply committed to engaging all necessary resources, ensuring that the project stays on track and any issues are resolved decisively and without delay.

Operating out of our Edinburg office, Mr. De Jesus will maintain a strong local presence and provide direct support for the City of Edinburg. His proven leadership, hands-on approach, and commitment to client service will help ensure this project's success from planning to completion.



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. as a Project Manager twenty-five years ago and has since grown into a trusted leader within the firm. He is responsible for the oversight and supervision of a wide range of civil design projects, including water, wastewater, irrigation, and related infrastructure improvements. His primary focus is delivering outstanding client satisfaction by ensuring that every project is completed on schedule, within budget, and to the highest quality standards.

Mr. Hernandez operates with a high degree of autonomy, effectively managing engineering staff and technical resources to provide clients with responsive, top-quality service. He is well known for his strong project management skills, clear communication, and commitment to proactively addressing challenges to keep projects moving forward.

Throughout his career, Mr. Hernandez has developed extensive experience managing water and wastewater projects funded through the Texas Water Development Board (TWDB) and other public funding sources. He has successfully coordinated the planning, design, and delivery of major improvements for North Alamo Water Supply Corporation, including expansions to the Delta Regional Water Treatment Plant and Water Distribution System, Victoria Road Water Treatment Plant, and the North Weslaco EDAP Colonias Sewer Treatment Plant and Collection System. Additionally, he contributed to the design and construction of the City of Mission's Wastewater Treatment Plant expansion, ensuring compliance with TWDB requirements and working closely with stakeholders to secure and manage critical funding.

With more than two decades of experience, Mr. Hernandez combines technical expertise with a client-focused approach to consistently deliver reliable, cost-effective infrastructure solutions that strengthen communities across South Texas.

Personnel

Lupe Montelongo

Present Position
Chief Designer

Professional Registration
Class "B" Certification of Competency of Water
Class "B" Certification of Competency of Wastewater

Education
University of Houston
Donna High School

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
TCEQ
US Environmental Protection Agency
US Fish and Wildlife
US Army Corp of Engineers
Texas Parks and Wildlife
Texas Historical Commission

Mr. Montelongo brings over 45 years of diverse engineering experience, with a significant focus on the planning, design, and delivery of water and wastewater systems. Throughout his career, he has contributed to virtually every aspect of water and wastewater infrastructure, from treatment plant design and distribution systems to collection networks and facility upgrades. His extensive knowledge ensures that projects are engineered for efficiency, constructability, and long-term operational success.

In addition to his strong background in water and wastewater engineering, Mr. Montelongo's experience spans land development, surveying, transportation, and public works. He has broad expertise in design, construction inspection, project administration, and documentation. Highly proficient in scheduling and coordinating both public and private infrastructure projects, he has successfully managed work involving federal, state, and local agencies.

Mr. Montelongo plays a vital role in supporting project engineers throughout all project phases, including design, bidding, and construction. He provides thorough reviews of all shop drawings, collaborates closely with contractors to interpret design documents accurately, and ensures that field execution aligns with the project's intent.

A valuable asset to any utility project, Mr. Montelongo is particularly skilled in the design and oversight of electrical, instrumentation, and control systems critical to modern water and wastewater facilities. His unique perspective as a certified water and wastewater treatment plant operator enables him to bridge the gap between design and operations, ensuring that the systems he inspects and helps deliver are practical, maintainable, and operator-friendly.



Everyone is eager to work on this project and grateful for the opportunity to provide such a diversity of experience.

Our firm takes pride in the depth and flexibility of our team. We have the internal resources to fully staff this project as described and the capacity to allocate any additional personnel or specialized expertise that may be required as the project progresses. Melden & Hunt, Inc. consistently operates at about 65%–70% of our total capacity, maintaining a healthy workload while ensuring that we always have sufficient capacity to absorb new projects without compromising schedules or quality. Your project will be seamlessly integrated into our ongoing operations and will not strain our available resources in any way.

We want the City of Edinburg to have complete confidence that the high standard of our work stems directly from the capabilities of our professionals and our proven ability to combine their talents to meet the specific demands of each project. Our strong in-house quality control processes ensure that work is done right the first time, avoiding costly delays and unnecessary rework keeping your project on schedule and within budget.

In addition, Melden & Hunt, Inc. has the bench strength to ensure uninterrupted project delivery. Should circumstances such as illness, staff changes, or peak workloads arise, we have the qualified personnel ready to step in immediately to maintain progress and continuity.

Nearly all engineering tasks for this project will be performed in-house from our Edinburg office, which will serve as our primary base of operations. Our local presence, coupled with our extensive resources and commitment to client service, ensures that the City of Edinburg will receive responsive, high-quality support throughout the life of the project.



EXPERIENCE MATTERS.

1.0 North Alamo WSC- North Weslaco WWTP & Collection System

Client: North Alamo Water Supply Corporation
Services Performed: Planning, Design, Bidding, Inspection, and Construction Administration
Contact Person: Mr. Steven Sanchez, General Manager
420 South Doolittle Rd.
Edinburg, Texas 78542
(956)-383-1618

Project Funding: TWDB – CWSRF/EDAP
Total Project Cost: $15,384,350.00
Project Date: October 2015 thru 2022 Status: Construction Completed.

Project Description WWTP: This project provided for the planning, design, and construction of a 0.70 MGD wastewater treatment plant. The work includes the construction of a plant lift station; headworks; aeration basin; two clarifiers; return and waste activated sludge pumps station; disinfection system; non-potable water system; sludge drying systems; operations building, and other miscellaneous improvements to provide a complete wastewater treatment facility. The construction cost for this project is $6,487,947.

Project Description Collection System: This project provided for the planning, design, and construction of wastewater collection facilities to bring first time organized sewer service to 10 colonias in northeast Weslaco. The work includes construction of approximately 55,932 feet of gravity sewer pipe, 5,955 feet of force main, 182 manholes, 519 feet of highway crossing bores, 150 feet of canal or ditch crossings, three lift stations, and other work required to bring the area back to equal or better condition. Easements were obtained for lines crossing agricultural land or along drainage ditches. The construction cost for this project is $6,675,666.





2.0 City of Mission – Conway Triplex Lift Station

Client: City of Mission
Services Performed: Planning, Design, Bidding, Inspection, and Construction Administration
Contact Person: Mr. Juan Pablo Terrazas, P.E., CPM
Assistant City Manager
1201 E. 8th Street
Mission, Texas 78572
(956)-580-8650

Project Funding: Utility Department
Total Project Cost: $2,200,997.00
Project Status: Construction Completed.

Project Description Conway Triplex Lift Station: This project provided for the planning, design, inspection, and construction of a sanitary sewer lift station. Melden & Hunt, Inc. prepared the complete plans, specifications, and detailed cost estimates for the construction of a new triplex lift station located on South Conway Avenue. This lift station was designed to extend sanitary sewer service by conveying wastewater from the gravity sewer collection system serving properties along South Conway Avenue down to Military Road.

The lift station includes three (3) six-inch (6") submersible pumps, a fully integrated control panel, a ten-foot (10') diameter wet well, and an eight-inch (8") force main complete with all necessary fittings, valves, and appurtenances. The total construction cost for this project was $2,200,997.

This improvement supports long-term service reliability and provides essential infrastructure to accommodate current and future development in the area.





3.0 City of Mission – Tierra Dorada Lift Station

Client: City of Mission
Services Performed: Planning, Design, Bidding, Inspection, and Construction Administration
Contact Person: Mr. Juan Pablo Terrazas, P.E., CPM
Assistant City Manager
1201 E. 8th Street
Mission, Texas 78572
(956)-580-8650

Project Funding: Utility Department
Total Project Cost: $2,334,367.00
Project Status: Construction Completed.

Project Description Tierra Dorada Lift Station: Melden & Hunt, Inc. provided comprehensive planning, detailed design, and precise cost estimating services for the construction of a modern triplex lift station serving the Tierra Dorada Subdivision in the City of Mission. As part of the City's commitment to improving system efficiency and minimizing long-term maintenance costs, this new facility replaced the aging Lift Stations 13 and 14 with a single, higher-capacity, and more reliable lift station.

Backed by decades of experience in wastewater system design, Melden & Hunt's engineering team applied industry-leading expertise in lift station hydraulics, pump selection, wet well sizing, and force main design to ensure safe, efficient, and low-maintenance operation for years to come. The new lift station includes three (3) six-inch (6") submersible pumps, an advanced control panel, a ten-foot (10') diameter wet well, and a twelve-inch (12") force main with all required valves, fittings, and appurtenances.

With a total construction cost of $2,334,367, this project demonstrates Melden & Hunt's commitment to delivering practical, dependable, and sustainable lift station solutions that meet the needs of growing communities and protect public health and the environment.





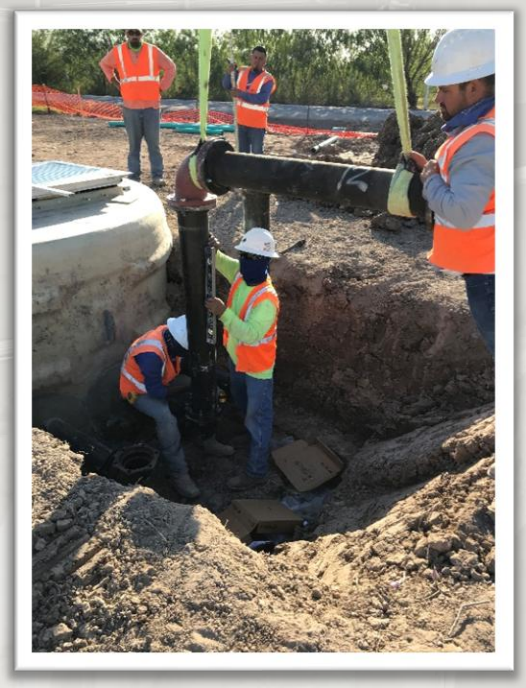
4.0 Brownsville Public Utility Board – Dragonfly Grove Subdivision Lift Station No. 195

Client:
Services Performed: Planning, Design, Bidding, Inspection, and Construction Administration
Contact Person: Mr. Ricardo Pineda, E.I.T.
Water & Wastewater Project Development Manager
Brownsville Public Utility Board
1425 Robinhood Drive
Brownsville, Texas 78521
(956)-983-6227

Project Funding: Dragonfly Grove Subdivision Development
Total Project Cost: $900,000.00
Project Status: Construction Complete.

Project Description: As part of the Dragonfly Grove Subdivision development in the City of Brownsville, Melden & Hunt, Inc. provided complete planning, design, inspection, and cost estimating services for the construction of a new duplex lift station to support the proposed land development and community's wastewater needs.

Leveraging our extensive knowledge of lift station design and land development infrastructure, our engineering team developed detailed plans, specifications, and estimates to ensure the lift station would provide reliable, efficient service for current and future residents. The facility includes two (2) four-inch (4") submersible pumps, an advanced control panel, a six-foot (6') diameter wet well, and a twelve-inch (12") force main complete with all necessary valves, fittings, and appurtenances. With a construction cost of $900,000, this lift station demonstrates Melden & Hunt's commitment to delivering practical, cost-effective, and sustainable wastewater solutions that enable successful residential development while protecting public health and the environment.





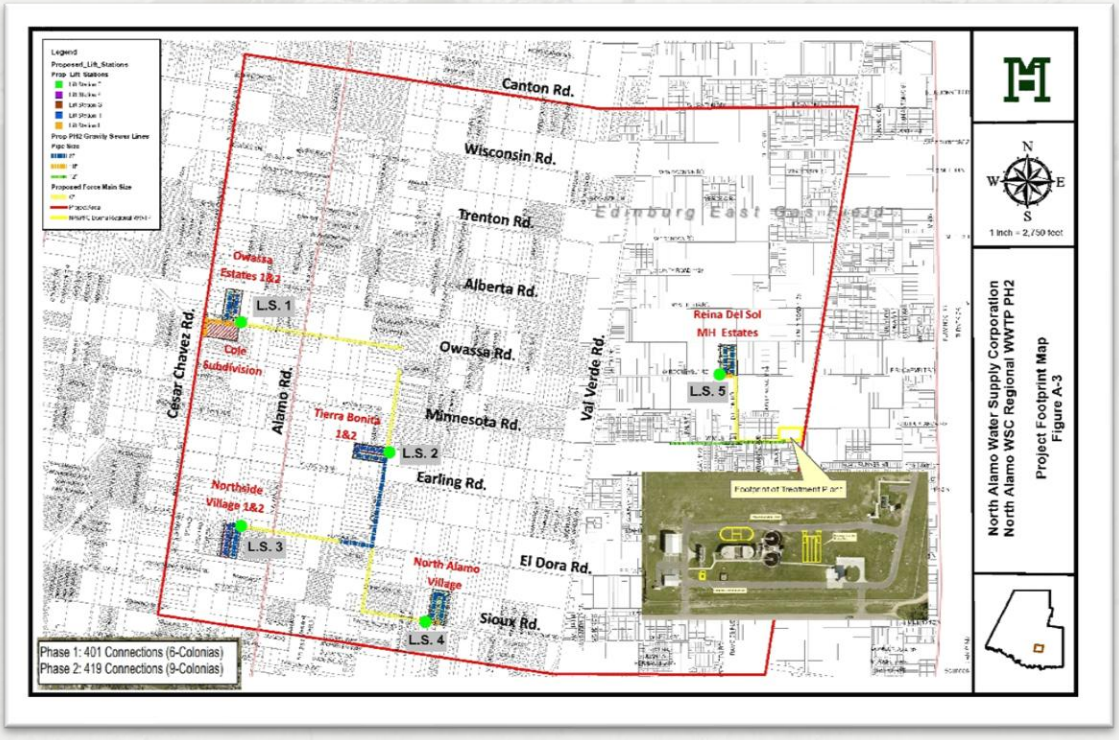
5.0 North Alamo WSC- North Donna WWTP & Collection System

Client: North Alamo Water Supply Corporation
Services Performed: Planning, Design, Bidding, Inspection, and Construction Administration
Contact Person: Mr. Steven Sanchez, General Manager
420 South Doolittle Rd.
Edinburg, Texas 78542
(956)-383-1618

Project Funding: TWDB – CWSRF/EDAP
Total Project Cost: $14,592,262.00
Project Status: Under Design Phase

Project Description WWTP: This project provides for the planning, design, and construction of a 0.9 MGD wastewater treatment plant expansion. The work includes the construction of a plant lift station; headworks; aeration basin; improvements to return and waste activated sludge pumps station; disinfection system; non-potable water system; sludge drying systems; and other miscellaneous improvements to provide a complete wastewater treatment facility expansion. The estimated construction cost for this project is $4,860,000.00.

Project Description Collection System: This project provided for the planning, design, and construction of wastewater collection facilities to bring first time organized sewer service to 9 colonias in north of Donna, Texas. The work includes construction of approximately 65,000 feet of gravity sewer pipe, 12,000 feet of force main, 250 manholes, 600 feet of highway crossing bores, 100 feet of canal or ditch crossings, five lift stations, and other work required to bring the area back to equal or better condition. Easements were obtained for lines crossing agricultural land or along drainage ditches. The construction cost for this project is $9,730,000.00.



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 EDAP Sewer Collection Project	TWDB-EDAP
City of Mission	JP Terrazas, P.E.	(956) 585-3275	North Mission EDAP Sewer Collection Project	TWDB-EDAP
City of Edinburg	Gerado Carmona, P.E.	(956) 388-8204	WWTP & Collection System Project	TWDB-CWSRF
North Alamo WSC	Agustin Gomez	(956) 383-1618	North Donna EDAP Sewer Collection Project	TWDB-CWSRG



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.



Please print this page and cut out the certificate below.
NOTE: Print using **landscape mode** for best results.
(close page after printing)

Instructions on how to print in landscape vary based on your browser and your printer. We suggest clicking on your browser's "**File**" menu and selecting "**Print Preview**", then orienting the page to landscape by using the buttons on the top of the Preview page.



Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

MELDEN & HUNT INC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number	Expiration Date
F-1435	09/30/2025

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

PRODUCER	CONTACT NAME: Leena Smith	
Valley Insurance Services Co 508 S 12th Ave Edinburg, TX 78539	PHONE (A/C, No, Ext): 956-383-1696	FAX (A/C, No): 956-383-6195
	E-MAIL ADDRESS: leena@vis-co.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Transportation Insurance Company	
INSURED Melden and Hunt 115 W. McIntyre Edinburg, TX 78539	INSURER B : Texas Mutual Insurance Companies	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

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

Leena Smith

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Professional Service Agreement

TRUSTED SOLUTIONS. PROVEN RESULTS.

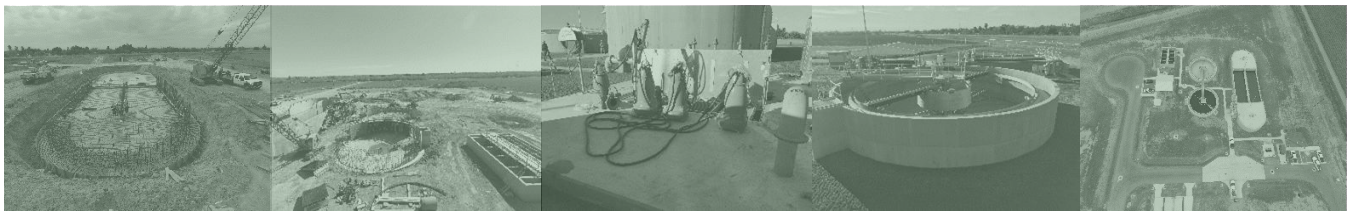
Melden & Hunt, Inc. has thoroughly reviewed the City of Edinburg's service agreement and confirms that our firm will fully comply with all prerequisite insurance requirements outlined therein. We understand the importance of adhering to these provisions to protect the City's interests and ensure project success. If selected, Melden & Hunt, Inc. is prepared to promptly execute the service agreement and perform all services in accordance with its terms and conditions.



WE LISTEN. WE ENGINEER. WE DELIVER.

It is our sincere hope that the tenacity and passion conveyed in our firm's commitment to your wastewater improvement project, alludes to the design dialogue and professional service we aim to provide the City of Edinburg. It is our desire to provide you with our knowledge, our resources, and our innovative technical excellence, which in return, delivers the solutions that create, enhance, and sustain your efforts for a successful wastewater improvement project. We believe we are the right engineering firm for you, and we want you to move forward with confidence when selecting Melden & Hunt, Inc. for your Lift Station No. 4 and Sewer Line Project.

Ruben James De Jesus, P.E., R.P.L.S.
Vice President



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 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:
2025-1342819

Date Filed:
07/29/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Melden and Hunt, Inc.
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.
2025-004
RFQ No. 2025-004 Engineering Services LS No. 4 & Sewer Line

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
De Jesus, Ruben James	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ruben James De Jesus, and my date of birth is 12/23/1988.

My address is 115 W. McIntyre Street, Edinburg (city), TX (state), 78541 (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 29th day of July (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 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:** 1610655926 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			13OH050577725	2/15/2025	2/15/2026	Per Claim Aggregate	$2,000,000 $2,000,000

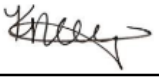
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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AUTHORIZED REPRESENTATIVE



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PRODUCER

State Farm

STATE FARM INSURANCE
ROBERT ELIZALDE
5107 S MCCOLL RD
EDINBURG, TX 78539

CONTACT NAME: Nereida Rivera
PHONE (A/C, No, Ext): (956) 683-9800 **FAX (A/C, No):** (956) 683-9810
E-MAIL ADDRESS: INFO@ROBERTELIZALDE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MELDEN & HUNT, INC
115 W MCINTYRE ST
EDINBURG, TX 78541

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

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB 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			172 5834-B10-53E	02/10/2025	02/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			90-B8-L943-1	02/14/2025	02/14/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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AUTHORIZED REPRESENTATIVE

Nereida Rivera

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PRODUCER	CONTACT NAME: Leena Smith	
Valley Insurance Services Co 508 S 12th Ave Edinburg, TX 78539	PHONE (A/C, No, Ext): 956-383-1696	FAX (A/C, No): 956-383-6195
	E-MAIL ADDRESS: leena@vis-co.com	
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	INSURER A : Transportation Insurance Company	
INSURED Melden and Hunt 115 W. McIntyre Edinburg, TX 78539	INSURER B : Texas Mutual Insurance Companies	
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A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	5084063580	08/12/2024	08/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						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		TSF-0001127671	02/13/2025	02/13/2026	[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

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

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AUTHORIZED REPRESENTATIVE

Leena Smith

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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:

07/29/2025

Company/Vendor Name:

Melden & Hunt, Inc.

Printed Name and Title:

Ruben James De Jesus, Vice President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Melden & Hunt, Inc.
(Full, correct legal name)

- Address: 115 W. McIntyre Street, Edinburg, Texas 78541
- Telephone/Fax: P: 956.381.0981 F: 956.381.1839
- Email address: ruben@meldenandhunt.com or mike@meldenandhunt.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? Edinburg, Texas

5. a. Does the Company have an office located in Edinburg, Texas? Yes_X__ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _78__ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 65

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: Ruben James De Jesus, P.E., R.P.L.S.
Address: 115 W. McIntyre Street, Edinburg, Texas 78541
Telephone: 956.381.0981
Fax: 956.381.1839
Email: ruben@meldenandhunt.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

    None

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Ruben James De Jesus, P.E., R.P.L.S., the undersigned representative of

Melden & Hunt, 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:

Ruben James De Jesus, Vice President

TYPE/PRINT NAME AND TITLE:

007/29/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Ruben James De Jesus, P.E., R.P.L.S., the undersigned representative of

Melden & Hunt, 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:

Ruben James De Jesus, Vice President

TYPE/PRINT NAME AND TITLE:

07/29/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Ruben James De Jesus, the undersigned representative of

Melden & Hunt, 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:

Ruben James De Jesus, Vice President

TYPE/PRINT NAME AND TITLE:

07/29/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Mario Reyna, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Melden & Hunt, 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 President

Subscribed and sworn to me this 29th day of July 2025.

By: _____

Notary Public

BRIANDA DELIA MENDOZA
Notary Public, State of Texas
Comm. Expires 01/03/2027
Notary ID 134124711-2

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.**

Melden & Hunt, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

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

Name of signatory	Signature	Date
	Ruben James De Jesus	07/29/2025

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

[META ENGINEERING LLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

META Engineering LLC Response

CONTACT INFORMATION

Company:
META Engineering LLC

Email:
msanchez@meta-engr.com

Contact:
Miguel Sanchez

Address:
13438 Bandera Rd, Ste. 104
Helotes, TX 78023

Phone:
N/A

Website:
N/A

Submission Date:
Jul 29, 2025 10:21 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

CITY_OF_EDINBURG_-_SOQ_2025-004.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Insurance_Info.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

5.4.1_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

5.4.2_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

5.4.3_LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

5.4.4_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...

5.4.5_SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

5.4.6_SENATE_BILL_19_VERIFICATION.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

5.4.7_CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

5.4.8_CIQ.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes

Statement of Qualifications (SOQ) for Lift Station #4 and Sewer Line Upgrades











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

META ENGINEERING

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July 28, 2025

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

RE: Statement of Qualifications for 2025-004 Lift Station #4 & Sewer Line Upgrades (Engineering Services)

Dear Mr. Carmona,

META Engineering LLC (META) is pleased to submit our Statement of Qualifications in response to City of Edinburg's Request for Qualifications for professional engineering services for the design of Lift Station #4 and sewer line upgrades. With a strong record of delivering innovative and cost-effective solutions for municipal utilities throughout Central Texas, META is well-positioned to assist City of Edinburg in meeting its critical infrastructure goals.

Our team brings proven experience in the design, permitting, bidding, and construction wastewater systems, and lift stations. We understand the importance of coordinating with regulatory agencies such as TWDB, TCEQ, and county authorities to ensure efficient and compliant project delivery. META also offers extensive experience in design of water and wastewater facilities, ensuring seamless integration with existing utility systems. META is currently providing a variety of these services to municipalities including Maxwell Special Utilities District (SUD), East Central SUD, and City of Niederwald.

As a locally based firm actively serving growing communities similar to City of Edinburg, we offer hands-on principal involvement, prompt responsiveness, and a deep understanding of the regional challenges facing utility providers. Our approach emphasizes collaboration, regulatory compliance, and long-term system performance, values that align directly with City of Edinburg's mission to provide reliable and sustainable wastewater services to its customers.

We appreciate the opportunity to submit our qualifications and would welcome the chance to further discuss how META Engineering can support City of Edinburg's upcoming infrastructure initiatives. Please do not hesitate to contact us if additional information is needed.

Sincerely,

John Salazar, PE, CFM
Principal, META Engineering, LLC
jsalazar@meta-engr.com | (210) 508-7141

SECTION 1: FIRM AND PROJECT TEAM INTRODUCTION

META Engineering LLC (Texas Board of Professional Engineers Firm #F-22397) is a Texas-based civil engineering firm specializing in utility design services including roadway, traffic, and drainage. Established in 2021 and headquartered in Helotes, Texas, META was founded with a mission to provide high-quality engineering solutions that serve local communities with integrity, innovation, and technical excellence.

In just four years, META has built a portfolio of successful municipal and state projects, reflecting our firm's commitment to quality and responsive service. The company was co-founded by John Salazar, PE, CFM, and Miguel Sanchez, PE, MBA, whose combined experience exceeds 55 years in the civil engineering industry. Mr. Salazar offers over 30 years of public sector expertise, having held design leadership positions in utilities at San Antonio Water System and stormwater management at the City of San Antonio. Mr. Sanchez has more than 27 years of civil design and project management experience, serving various municipalities throughout Texas. Their combined vision and complementary experience enable META to consistently deliver well-rounded, technically sound engineering solutions tailored to public sector clients.

Specialization

META partners with communities to plan, design, and deliver infrastructure solutions that align with their long-term goals and unique character. With John's and Miguel's involvement, META goes beyond traditional engineering by focusing on a collaborative, client-centered approach, connecting our technical expertise with the vision of community leaders and stakeholders.

We understand that each project reflects the identity and priorities of the community it serves. That's why META takes the time to listen, engage, and develop tailored strategies that not only address current needs but also support future growth and sustainability.

Our team of experienced engineers, surveyors, and technicians is equipped to support municipalities with a full range of services, from planning and design through construction and implementation. Regardless of project size or complexity, META Engineering is committed to building lasting partnerships and delivering successful, forward-thinking solutions from concept to completion.

Category	*Services*
Engineering	✓ Water & Wastewater Design
	✓ Utility & Street Rehabilitation
	✓ Land Development/ Subdivisions
	✓ Capital Improvement Plans
	✓ Feasibility Studies
	✓ H&H Analysis
Planning	✓ Capital Improvement & Comprehensive Planning
	✓ Land Use & Transportation Planning
	✓ Environmental Assessment Worksheets
	✓ Ordinance Development
Software Capabilities	✓ GIS Mapping & Utility Records
	✓ Infrastructure Forecasting
	✓ Growth Projections Tools
	✓ Infrastructure Design
Environmental	✓ 404 Permits
	✓ Erosion Control & SWPPPs
	✓ Wetland Delineation
	✓ Mitigation & Restoration Planning

META is positioned to support clients across Central Texas. For the City of Edinburg's projects, our Helotes office will serve as the primary delivery center, with flexible coordination and availability to attend local meetings.

META Engineering's Primary office location:
13438 Bandera Road, Suite 104
Helotes, TX 78023
(210) 874-6666

Firm Experience in Utilities, Roadway, and Drainage Design

META Engineering has partnered with numerous municipal and regional agencies, delivering tailored engineering solutions and proactive project

management. Our team is experienced in navigating agency processes, permitting requirements, and inter-agency coordination. Our most recent clients include:

- City of Niederwald
- City of Maxwell SUD
- City of Del Rio
- City of San Antonio
- East Central SUD
- San Antonio River Authority (SARA)
- San Antonio Water System (SAWS)
- TxDOT – San Antonio District
- Texas Commission on Environmental Quality (TCEQ)

META is a multidisciplinary firm with expertise in the planning, design, and implementation of infrastructure projects across Texas. Our core services include utility designs, roadway and street designs, storm sewer systems, traffic control plans, pavement markings, hydrology and hydraulic (H&H) analysis, and utility coordination. For these clients, META Engineering has performed similar services as those requested by the City of Edinburg for wastewater and lift stations:

- Prepared plan sets (PS&E – Plans, Specifications, and Estimates)
- Developed quantity take-offs and cost estimates
- Utility coordination and conflict resolution
- Provided environmental permitting
- Construction document preparation

TxDOT Precertifications and Municipal Benefit

META Engineering maintains a comprehensive set of TxDOT precertifications that underscore our technical capabilities and commitment to delivering high-quality civil engineering services. These certifications cover key disciplines relevant to municipal infrastructure, including roadway design, drainage systems, traffic engineering, and construction oversight.

For the City of Edinburg, these precertifications offer a distinct advantage. They verify that META has been pre-approved by the Texas Department of Transportation to perform specialized engineering tasks, streamlining the procurement process and reducing the administrative effort required for consultant selection. In addition, our precertifications enhance project eligibility for state and federally funded programs, such as those administered by the Texas Water Development Board. This positions META to provide efficient, compliant, and technically sound engineering support throughout the duration of the wastewater project.

Qualifications of Key Personnel

Our leadership team, John Salazar, PE and Miguel Sanchez, PE and Epi Ruiz, PE, bring years of direct municipal experience, having formerly served in key roles at the City of San Antonio. Their public works backgrounds span street design, drainage, pedestrian infrastructure, development review, and capital improvement project delivery—similar to the types of projects undertaken by the City of Edinburg.

Category	*Precertification*
Transportation Systems Planning	1.4.1 Land Planning/ Engineering
	1.5.1 Feasibility Studies
Schematic Development	3.1.1 Route Studies & Schematic Design – Major Roadways
Roadway Design	4.1.1 Major Roadway Design
	4.3.1 Major Freeway Interchanges and Direct Connectors
Traffic Engineering and Operations Studies	7.1.1 Traffic Engineering Studies
Traffic Operations Design	8.1.1 Signing, Pavement Marking, and Channelization
	8.4.1 ITS Control Systems Analysis, Design, and Implementation
Bicycle and Pedestrian Facilities	9.1.1 Bicycle and Pedestrian Facility Development
Hydraulic Design & Analysis	10.1.1 Hydrologic Studies
	10.2.1 Basic Hydraulic Design
	10.3.1 Complex Hydraulic Design
Construction Management	11.1.1 Roadway Construction Management and Inspection
	11.2.1 Major Bridge Construction, Management, and Inspection

TECHNICAL QUALIFICATIONS

Wastewater Infrastructure Design Services

META Engineering is well-equipped to support the City of Edinburg with comprehensive wastewater engineering services. Our team has extensive experience in the planning, design, and rehabilitation of municipal utility infrastructure, ensuring safe, efficient, and sustainable systems that meet the City's current demands and future growth. We approach every project with an integrated mindset, addressing hydraulic performance, regulatory compliance, community impacts, and long-term operability.

Strategic Wastewater Line Planning

META Engineering offers full-service planning and preliminary design for municipal wastewater infrastructure, supporting both system expansion and rehabilitation efforts. Our approach is rooted in practical constructability, environmental stewardship, and long-term performance. For the Edinburg, our services would include:

- Alignment studies and route evaluations to assess environmental impacts, construction feasibility, and integration with existing infrastructure
- Feasibility analysis of proposed routes, considering topography, existing utilities, site access, and right-of-way constraints
- Development of easement exhibits and supporting documentation to assist with acquisition, access rights, and stakeholder coordination

Our planning team works closely with municipal staff and regulatory agencies to ensure early-phase decisions support long-term system resilience and ease of maintenance.

Comprehensive Wastewater System Design Services

META Engineering specializes in the design of gravity sewer systems, force mains, and lift stations for municipalities throughout Central and South Texas. We deliver complete, construction-ready design packages that include:

- Wastewater system layout and design for new infrastructure, system upgrades, and service extensions
- Hydraulic modeling and pump system design to optimize flow conditions, energy efficiency, and system capacity
- Design of system components including valves, manholes, air release assemblies, and service connections
- Utility alignment strategies that reduce conflicts, enhance constructability, and ensure long-term access for maintenance

Our design process integrates advanced software tools such as AutoCAD Civil 3D, SewerCAD, and GIS-based modeling to deliver precise, data-driven solutions. All designs are aligned with the City's existing utility data, topographic surveys, and system constraints.

Cost-Effective Designs Informed by Local Market Data

Our firm emphasizes cost-effective design strategies grounded in local construction practices & real-time market data. META Engineering's wastewater project estimates are developed using historical bid tabs, TxDOT & TWDB cost data, & input from local contractors & suppliers. In recent projects, such as with the City of Del Rio, our design estimates were within 1% of the awarded construction bid demonstrating our accuracy & alignment with regional construction trends. We continuously refine our cost database to reflect market shifts & utility-specific construction methods.

Cost Estimating & Phasing
Our team prepares detailed cost estimates to support project budgeting and grant applications.
• Historical City bid pricing and current construction costs
• Unit pricing based on TxDOT, TWDB, and industry standards
• Project phasing strategies to maintain utility service during construction
• Cost comparisons for trenchless vs. open cut installation methods

Hydraulic Modeling and System Analysis

Understanding system performance is critical to resilient utility design. META Engineering provides hydraulic modeling and capacity analysis to inform design decisions and ensure compliance with regulatory requirements. Our modeling capabilities include:

- Sanitary sewer modeling to assess capacity, inflow and infiltration (I&I), and surcharge risks
- Scenario planning for future development or emergency conditions
- Coordination with TCEQ design criteria for public wastewater systems

Condition Assessment and Field Investigation

Reliable utility design begins with a clear understanding of existing conditions. META assists the City by performing targeted field investigations and condition assessments, including:

- Pipe inspections using CCTV for gravity sewer systems
- Leak detection and pressure testing for waterlines
- Manhole condition surveys and mapping
- Flow monitoring and smoke testing to locate infiltration or illicit connections
- GPS-based asset mapping and integration with City GIS

We deliver actionable assessment reports, prioritization matrices, and rehabilitation recommendations based on service life, risk, and cost-benefit.

Permitting and Regulatory Coordination

META Engineering actively coordinates permitting to reduce delays and ensure regulatory compliance. Our experience includes coordination with:

- Texas Commission on Environmental Quality (TCEQ) for public and wastewater systems
- Texas Water Development Board (TWDB) funding and environmental review requirements
- Texas Department of Licensing and Regulation (TDLR) for ADA and utility access compliance
- Utility providers for service connections and clearance requirements
- Union Pacific Rail Road (UPRR) for utility crossings at railroad rights-of-way
- TxDOT, US Fish & Wildlife, Texas Historical Commission, Caldwell County, Tribal Directory Assessment Tool

Risk Management

We work with City staff to identify and mitigate project risks early in the process. Common risk areas and our mitigation strategies include:

From utility assessments to final construction support, META Engineering delivers end-to-end design services that focus on infrastructure resilience, operational efficiency, and regulatory compliance. Our goal is to be a responsive and trusted partner to the City of Edinburg in strengthening its wastewater systems.

Integrated Risk Management for Disruption-Free Delivery

By embedding these risk management techniques into our project workflow, we reduce construction phase disruptions and deliver effective solutions. Our team is committed to helping the Edinburg achieve mobility, safety, and cost-effectiveness across all phases of infrastructure development.

Potential Risk	*Mitigation Strategy*
Aged or undocumented infrastructure	Field verification, CCTV inspections, and utility mapping updates
Undersized sewer mains	System modeling and upsizing based on future demand and TCEQ criteria
Conflicts with existing utilities	Utility coordination and vacuum potholing during design
Service disruptions during construction	Bypass pumping plans and staged wastewater line tie-ins with advance notice to customers
Delays due to permitting or review	Early agency coordination and complete permitting packages

Experience with Municipal Utility and Development Standards

META Engineering has successfully delivered water and wastewater infrastructure projects for municipalities and utility providers including the City of Maxwell, Comal County, Rebecca Creek, East Central SUD, and the City of Niederwald. These projects required close coordination with city planning departments, utility staff, and regulatory agencies to ensure full compliance with development codes, utility standards, and environmental regulations. Our team is fully prepared to review and integrate the City of Edinburg's specific utility design criteria, permitting processes, and development requirements into our design and delivery approach.

Expertise in Wastewater Design within Public Rights-of-Way

META Engineering routinely designs wastewater infrastructure located within municipal and TxDOT rights-of-way. Our engineers are skilled in addressing the challenges of limited corridors, coordinating with stakeholders, and resolving utility conflicts efficiently. We understand the importance of minimizing service interruptions and maintaining safe, accessible conditions for the public during construction. Our plans consistently incorporate key elements such as traffic control, trench safety, erosion protection, and utility protection to ensure constructability and compliance throughout the project lifecycle.

Environmental Compliance and Permitting Expertise

Our team brings extensive experience designing projects in environmentally sensitive areas and within water quality protection zones. We regularly address regulatory requirements related to aquifer protection, stream buffers, and floodplain management. On a recent project with Maxwell SUD, META coordinated with agencies including the Texas Commission on Environmental Quality (TCEQ), Guadalupe-Blanco River Authority (GBRA), Capital Area Council of Governments (CAPCOG), U.S. Fish and Wildlife Service, and the Texas Historical Commission. For the City of Edinburg, we are fully prepared to address environmental constraints and community expectations, and to support permitting efforts such as TCEQ approvals, Edwards Aquifer Protection Program requirements, and stormwater compliance.

Proven Utility Coordination Across Central Texas

Although META has not yet directly coordinated with the City of Edinburg's utility providers, we bring strong experience working with public and private utilities throughout Central Texas. Our team has coordinated with agencies such as the Union Pacific Railroad (UPRR), TxDOT, Caldwell County, and Pedernales Electric Cooperative (PEC), managing utility mapping, conflict analysis, and relocation design. This experience enables us to quickly establish productive relationships with utility entities and prevent delays through early engagement and clear communication.

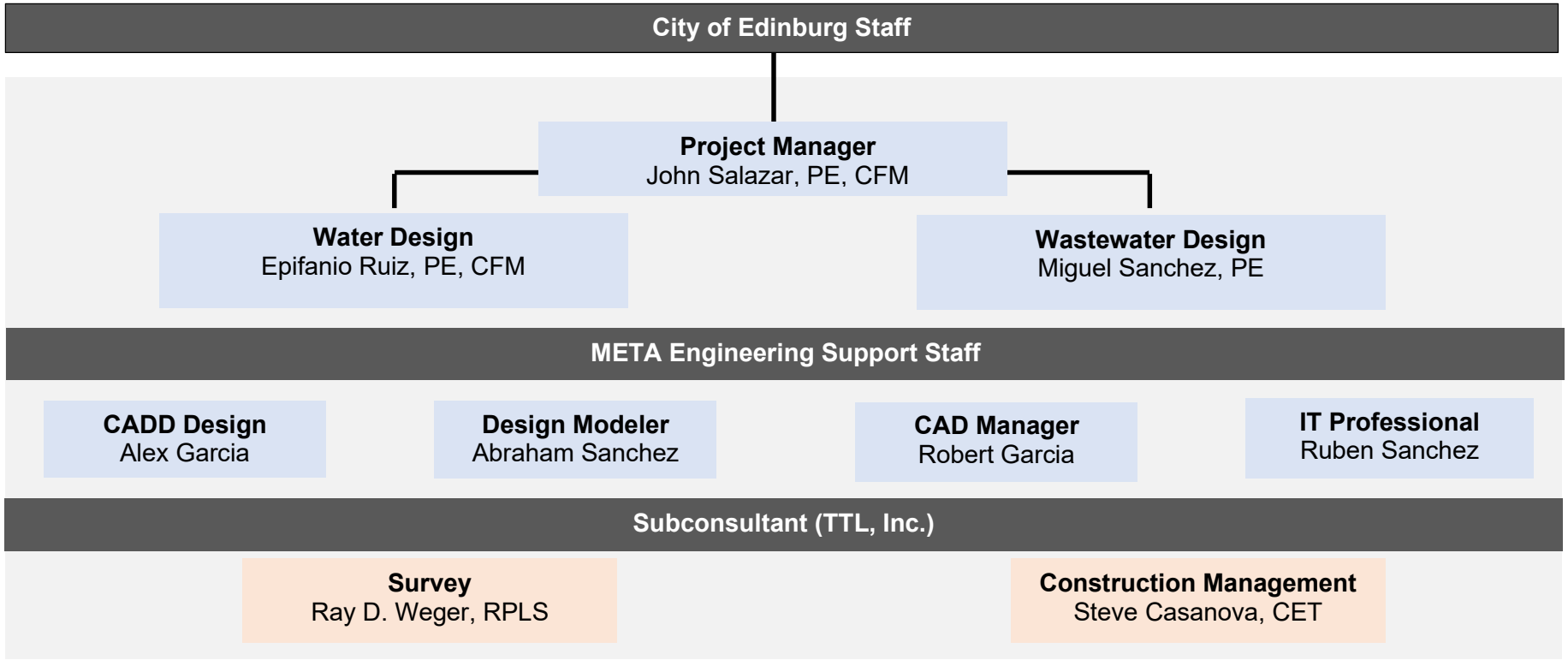
Regulatory Compliance and Design Standards Integration

META is highly proficient in understanding and applying utility design criteria, local development codes, and TCEQ regulations. Our process begins with a detailed review of applicable standards, design manuals, and permitting procedures. We are ready to adopt and apply the City of Edinburg's current design criteria and permitting requirements to ensure compliance, constructability, and long-term performance of all wastewater infrastructure improvements.

Local Presence and Responsive Service
META Engineering is headquartered in Helotes and actively serves clients across Central and South Texas. For the City of Edinburg's project, Principals Miguel Sanchez, PE, and John Salazar, PE, will lead all coordination efforts, attend project meetings and field visits, and remain directly involved throughout the life of the project. Our team is committed to responsive communication, proactive problem-solving, and a hands-on approach that ensures timely and transparent project delivery.

ORGANIZATIONAL CHART

META Engineering is committed to providing a strong and qualified team for the City of Edinburg. The team assigned to the City of Edinburg is shown below. Following the organization chart is our team's resumes and qualifications. Our Project Manager, John Salazar, PE, CFM will lead a multi-disciplined project team. Each member of our team was selected for their expertise and years of experience: to deliver a successful service while meeting your expectations.



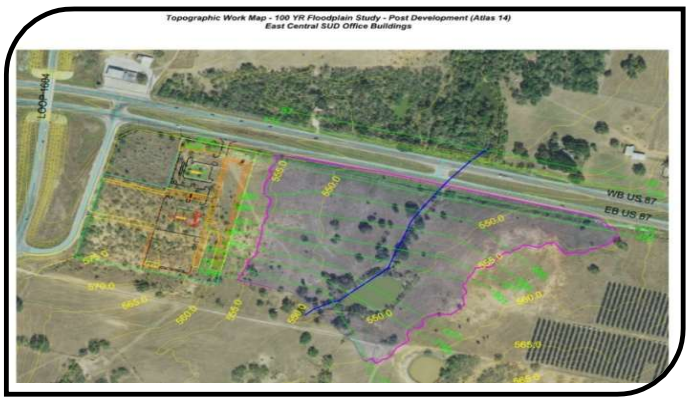
Office Location
META Engineering LLC
13438 Bandera Rd, Ste. 104
Helotes, Texas 78023
Phone: (210) 874-6666

Sub Consultant Office Location
TTL, Inc.
17215 Jones Maltsberger Rd. #101
San Antonio, Texas 78247
Phone: (210) 560-3685

HUB Certification:
Certificate/VID #: 1861892482500 (Expires 3/2029)

South-Central Texas Regional Certification Agency (SCTRA): NO. 221035972 ESBE, HABE, MBE, SBE, HUB, DBE

SECTION 2: EXPERIENCE OF THE FIRM WITH SIMILAR WORK



Design of Drainage Conveyance for East Central Special Utility District (Drainage) (2022-2023)

As a subconsultant, META prepared plans, specifications, & Estimates (PS&E) for a comprehensive drainage conveyance system within the East Central Utility District, located in Adkins, Texas. The $2M project included detailed hydrologic and hydraulic (H&H) analysis, open channel and culvert design, the delineation of drainage easements, details and drainage reports.

META's work involved the use of HEC-HMS and HEC-RAS modeling tools to perform detailed hydrology and hydraulic assessments. Existing FEMA floodplain data and models were reviewed and updated to reflect current and future development conditions. The design team developed new channel cross-sections, established conveyance capacities, and designed outfall structures in compliance with Bexar County Public Works and TCEQ regulations.

Project Highlights:

- Designed a stormwater conveyance system that addressed both current runoff and future development scenarios, incorporating 100-year storm event mitigation.
- Created drainage easement plans ensuring proper legal access and maintenance corridors for long-term operations.
- Proactively addressed constructability issues early in the design process, resulting in a smooth review and permitting phase.

Construction for this project was scheduled for completion in December 2023, and there were no change orders due to errors or omissions.

Contact: Richard Gallegos, PE

Gallegos Engineering, Inc.

rg@gallegoseng.com



On-Call Engineering Services for PS&E to Design 16" Water Lines for the City of Maxwell

This project supports the City of Maxwell's long-range water infrastructure goals by enhancing system capacity and reliability to meet projected residential and commercial growth. META Engineering is currently serving as a subconsultant under a multiphase on-call engineering contract, providing Plans, Specifications, and Estimates (PS&E) for the design of approximately 2 miles of 16-inch PVC C900 water lines.

The alignment runs adjacent to Union Pacific Railroad (UPRR) right-of-way, requiring detailed coordination, permitting, and constructability analysis. META is developing comprehensive construction plans for waterline installation, utility connections, and permitting compliance. The scope includes identifying required utility easements, coordinating service tie-ins, and managing cross-agency coordination efforts.

As part of Phase 2, META incorporated trenchless construction methods to facilitate a UPRR crossing, identifying optimal bore and receiving pit locations for jack-and-bore operations. To streamline UPRR approval timelines, META proactively initiated Exhibit "A" documentation early in the design process and has maintained active coordination with UPRR and local utility providers to resolve potential conflicts and ensure regulatory compliance.

The project is being designed in accordance with City of Maxwell standards and all applicable state and federal waterline regulations. META's involvement reflects our ability to lead complex utility design projects, balancing technical requirements, permitting constraints, and stakeholder expectations across multiple jurisdictions.
Contact: Richard Gallegos, PE

Gallegos Engineering, Inc.

rg@gallegoseng.com

Griner and Strickland Street & Sidewalk Construction for the City of Del Rio



As the Prime Consultant, META led the development and design of the Plans, Specifications, and Estimates (PS&E) for the Griner Street and its sidewalks, including 7,700 LF of roadway, traffic control plans, and detour designs. META conducted a thorough site assessment to define the project scope and designed improvements for both the sidewalks and pavement along Griner Street, stretching from Ogden Street to Nicholson Street. Our design recommendations were focused on improving pedestrian flow in downtown Del Rio.

During site visits, META evaluated the condition of existing sidewalks and driveways, identifying areas in need of pavement reconstructions. This assessment led to the decision to exclude newly constructed sidewalks from the project, generating savings of approximately $200,000 in construction costs for the City of Del Rio.

META also worked closely with the City of Del Rio to gather GIS data on existing utilities, including gas, water, sewer, and electric infrastructure. META developed existing water and wastewater utility layouts, conducted utility coordination with the City of Del Rio and identified the need for adjustments to manholes, water valves, fire hydrants and meters throughout the project. Our Project Manager and Design Manager collaborated with TxDOT to resolve localized work within the State's right-of-way. The design project was completed on schedule in 2024. Construction costs were estimated and bid at $2M. The project aims to revitalize the Del Rio downtown area and improve connectivity for residents and visitors.

Contact: Greg Velazquez, City of Del Rio Public Works Director, (830) 774-8535,

gvelazquez@cityofdelrio.com

Downtown Improvements: Camaron Street City of San Antonio, TX (2021)



META Engineering, led by Design Manager Miguel Sanchez, PE, provided full PS&E design & construction support services for a critical downtown infrastructure improvement project encompassing ½ mile of water & sanitary sewer replacements, pavement resurfacing, & multimodal enhancements along Camaron Street in San Antonio.

The project included the replacement & realignment of aging water mains & sanitary sewer lines, designed in close coordination with the San Antonio Water System to ensure compliance with current utility standards & maintain uninterrupted service to downtown customers. Coordination with SAWS involved utility mapping, service reconnections, abandonment of existing infrastructure, & support during permitting & utility reviews. Designs were coordinated with development services to accommodate future facilities thus eliminating future construction upgrades.

In addition to utility upgrades, the project included design of new sidewalks, ADA-compliant pedestrian ramps, & traffic signal improvements. Street-level enhancements were carefully integrated to maintain continuity with the City's downtown streetscape vision. Miguel Sanchez signed & sealed the final PS&E documents, including right-of-way acquisition documentation & construction details to support drainage improvements & traffic operations.

META also supported City staff during the construction phase, providing field engineering & stakeholder coordination, particularly related to utility tie-ins, traffic signal construction, & pedestrian improvements.

Contact: James C. Wucinski, PE
(210) 207-7042
james.wucinski@sanantonio.gov

SECTION 3: PROJECT MANAGER RESUME

John Salazar, PE, CFM

Project Manager

John Salazar brings extensive leadership experience in municipal water and wastewater systems through his tenure with the San Antonio Water System (SAWS), where he led the Distribution and Collection Inhouse Design Group. In this role, he was responsible for ensuring the uninterrupted delivery of potable water and the effective conveyance of wastewater across a large metropolitan utility service area. His key responsibilities and accomplishments included:

San Antonio Water System - Distribution and Collection Operations

System Reliability & Maintenance: Directed preventive maintenance programs to uphold the integrity of thousands of miles of underground infrastructure, helping to proactively address system vulnerabilities and reduce unplanned outages.

Emergency Response Management: ensured rapid reaction to water main breaks, sewer backups, and system failures, minimizing service disruption and safeguarding public health.

Sewer System Management: Managed sewer line cleaning and televising programs, enabling proactive identification of infiltration/inflow issues and structural defects, while supporting regulatory compliance and protection of the Edwards Aquifer.

In-House Construction Management: Supervised internal construction crews skilled in water and sewer line repair, pavement restoration, and concrete work—accelerating service restoration timelines and improving customer satisfaction.

Major San Antonio Water System Projects led by Mr. Salazar include:

- Mountain Climb Lift Station Design, Replacement and Construction Management
- Quintana Road Lift Station Design, Replacement and Construction Management
- San Marcos Street – 60-Inch Sanitary Sewer Outfall and Water Main Emergency Replacement
- Salado Creek at Nacogdoches Road – 68-Inch Sanitary Sewer Outfall Emergency Repair
- IH 10 West at Milsa Drive – 12-Inch Water Main Extension



Years With Firm: 3 years

Years in Role: 20 years

Education

BS Civil Engineering, 1992

University of Texas at San Antonio

Registration: PE, TX #88630, 2001

META Engineering Office:

13438 Bandera Rd, Ste. 104, Helotes, TX 78023

For META Engineering, Mr. Salazar has developed multiple waterline design including:

City of Maxwell – 5-Inch Replacement with 16-Inch Water Main

PM for the City of Maxwell's multiphase water infrastructure upgrade, replacing approx. 7,400 LF of undersized 5-inch lines with new 16-inch water mains to improve system capacity, reliability, and future serviceability. The project follows the Union Pacific Railroad (UPRR) right-of-way and supports the City's long-term growth strategy for both residential and commercial development.

Miguel Sanchez, PE, MBA

Design Manager

Mr. Sanchez, PE, brings over 25 years of experience in the design and project management of roadway infrastructure, with a strong emphasis on rural roadway projects. He has led the development of PS&E plans for more than 50 transportation design projects. His diverse background includes the reconstruction of rural roads, low-volume streets, and supporting infrastructure such as drainage systems and roadside safety improvements. His responsibilities have included preparing construction plans, specifications, cost estimates, and coordinating with utility providers to ensure conflict-free designs in rural environments.



Years With Firm: 3 years

Years in Role: 20 years

Education:

BS Civil Engineering, 1998

University of Texas at San Antonio

MBA, Our Lady of the Lake University, 2015

Registration:

TXPE #95878, 2005

META Engineering Office:

13438 Bandera Rd, Ste. 104, Helotes, TX 78023

Experience:

City of Maxwell – 5-Inch Water Line Replacement with 16-Inch Water Main

City of Maxwell, TX

Role: Project Engineer / Lead Designer

Miguel Sanchez is currently leading the design production for a multiphase water infrastructure improvement project for the City of Maxwell, replacing aging 5-inch water lines with new 16-inch PVC C900 water mains. This upgrade addresses system capacity deficiencies and prepares the City for projected residential and commercial growth. The alignment follows the Union Pacific Railroad (UPRR) corridor and required careful coordination with regulatory agencies and adjacent infrastructure.

In Phase 1, Miguel developed the design for approximately 7,400 linear feet of 16-inch water main, preparing detailed plan and profile sheets, alignment studies, and hydraulic calculations. He conducted easement research, prepared metes and bounds descriptions, and supported the preparation of easement exhibits for acquisition.

He also carried out utility coordination by identifying potential conflicts and developing solutions to accommodate existing services. Miguel prepared and submitted permit applications to UPRR, TxDOT, and other agencies, ensuring that all design elements adhered to applicable requirements.

His work included producing construction documents, preparing cost estimates, and coordinating design details within constrained corridors and varying site conditions. Miguel also applied TCEQ design criteria throughout the PS&E development to ensure compliance with state regulations. His direct involvement in the technical execution of the project is helping to deliver a constructible and efficient water system solution that meets the City's long-term infrastructure goals.

Camaron Street Improvements for City of San Antonio

San Antonio, TX

Miguel Sanchez served as Project Manager for the Camaron Street Improvements project, a multi-faceted infrastructure effort led by the City of San Antonio (CoSA) in coordination with the San Antonio Water System (SAWS), San Antonio River Authority, and City Public Service (CPS). The project, which extended from Kingsbury Street to Houston Street and along Kingsbury to South Flores Street, was constructed with a total budget of $3 million.

Miguel's leadership encompassed the full scope of the project—from the development of sidewalk and streetscape enhancements to the integration of key utility infrastructure, with a particular emphasis on water and wastewater system upgrades. Working closely with SAWS and subconsultant MTR Engineers, he managed the design and delivery of approximately 2,588 linear feet of new PVC water main in 6-inch, 8-inch, and 16-inch diameters, as well as 837 linear feet of 8-inch sanitary sewer main installed using pipe-bursting methods to minimize surface disruption in the urban corridor.

SH 359 EDAP Laredo Colonias Water and Water & Wastewater Improvements
City of Laredo Utilities, Laredo, TX
Miguel Sanchez served as Project Manager for the planning and design of critical water and wastewater infrastructure improvements for eight rural subdivisions (colonias) along SH 359 in Laredo, Texas. This $14 million project, funded under the Economically Distressed Areas Program (EDAP), aimed to provide first-time utility service access to underserved communities through the design of over 50,000 linear feet of 8-inch sanitary sewer lines, 45,000 linear feet of 6-inch water lines, and 2,000 linear feet of 16-inch water transmission main along FM 359.

Miguel's role involved reviewing and refining the City's master planning and sizing documentation, conducting field assessments of existing conditions, and updating system requirements to develop full Plans, Specifications, and Estimates (PS&E) for the proposed utilities. He worked closely with the City of Laredo, Webb County, surveyors, and multiple subconsultants to coordinate alignment, connection points, and hydraulic performance. He also led coordination with the City Planning Department to ensure compatibility with future roadway improvement projects.

In addition to overseeing the engineering design, Miguel managed the acquisition of construction easements, including the coordination of metes and bounds surveys and the preparation of right-of-way exhibits for public and private property negotiations. As the engineer of record, Miguel signed and sealed the final PS&E documents and provided comprehensive project management services, which included tracking progress, preparing monthly reports and invoices, negotiating supplemental agreements, and developing fee schedules.
The project served the following colonias: Old Milwaukee, Los Altos, Tanquecitos I, Colonia Tanquecitos II, San Carlos I, San Carlos II, Ranchitos 359 East, and Colonia Laredo Ranchettes, delivering vital infrastructure improvements that enhanced public health and service reliability for hundreds of residents in the Laredo area.

Mr. Ruiz, PE, has over 26 years of experience in the design, production, and construction administration of civil infrastructure projects, with a strong focus on water and sanitary sewer systems. His technical expertise includes the preparation and review of plans, specifications, and estimates (PS&E) for municipal and utility infrastructure, as well as extensive experience with utility coordination on complex urban and rural projects.
Mr. Ruiz has played a key role in the design and rehabilitation of water distribution and sanitary sewer collection systems, including main replacements, utility relocations, and coordination with regulatory agencies and utility providers. He has delivered projects in compliance with Texas Commission on Environmental Quality (TCEQ) standards and in support of public health, system capacity, and long-term serviceability.
His project portfolio includes work for the Texas Department of Transportation (TxDOT), City of San Antonio, and other public entities, where he has consistently delivered utility design solutions integrated with roadway and drainage improvements. Mr. Ruiz's relevant project experience includes:

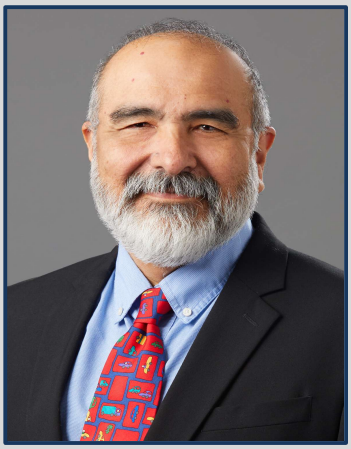
Experience:

Maxwell SUD – 5-Inch Water Line Replacement with 16-Inch Water Main
City of Maxwell, TX
Role: Project Engineer / Lead Designer

Leading the design production for a multiphase water infrastructure improvement project for the City of Maxwell, replacing aging 5-inch water lines with new 16-inch PVC C900 water mains. Epi addressed system capacity deficiencies and prepared the City for projected residential and commercial growth. He conducted coordination with Union Pacific Railroad (UPRR) corridor, regulatory agencies and adjacent infrastructure.

For Phase 1, Epi developed the design for approximately 7,400 linear feet of 16-inch water main, preparing detailed plan and profile sheets, alignment studies, and hydraulic calculations. He conducted easement research, assisted with preparation of metes and bounds descriptions, and supported the preparation of easement exhibits for acquisition.

He also carried out utility coordination by identifying potential conflicts and developing solutions to accommodate existing services. Epi prepared and submitted permit applications to UPRR, TxDOT, US Fish & Wildlife, Texas Historical Commission, Caldwell County, Tribal Directory Assessment Tool (TDAT), Capital Area Council of Governments (CAPCOG) and other agencies, ensuring that all design elements adhered to applicable requirements.
His work included producing construction documents, preparing cost estimates, and coordinating design details within constrained corridors and varying site conditions. Epi also applied TCEQ design criteria throughout the PS&E development to ensure compliance with state regulations. His direct involvement in the technical execution of the project is helping to deliver a constructible and efficient water system solution that meets the City's long-term infrastructure goals.



Years With Firm: 3 years

Years in Role: 15 years

Residence City: San Antonio

Education:

BS Civil Engineering, 2007

University of Texas at San Antonio

Registration:

TXPE #113258, 2012

META Engineering

13438 Bandera Rd, Ste. 104,

Helotes, TX 78023

City of Del Rio – Water Line and Sanitary Sewer Adjustments
Del Rio, TX
Role: Project Engineer / Lead Designer

Epi Ruiz served as the lead designer for the rehabilitation of Griner and Strickland Streets in Del Rio, Texas, with a focus on roadway, sidewalk, and underground utility improvements. His work included the production of complete Plans, Specifications, and Estimates (PS&E) for approximately 3,700 linear feet of roadway along Griner Street, extending from Ogden Street to Nicholson Street. The design also included traffic control plans, detour layouts, and improvements to pedestrian infrastructure.
As part of the design process, Epi conducted thorough site assessments to evaluate existing sidewalk and driveway conditions. This field review allowed him to identify segments of recently constructed sidewalks that were still in good condition. These sections were excluded from the project scope, resulting in an estimated $200,000 in construction cost savings for the City of Del Rio. Additionally, he applied value engineering strategies by refining pavement design sections and optimizing material selections to maintain durability while reducing costs.

Epi also played a critical role in utility coordination, working closely with the City to obtain and review GIS data on water, sewer, gas, and electric systems. He conducted detailed coordination to identify required adjustments, including raising or relocating sanitary sewer manholes, water valves, and meters, ensuring that utility conflicts were resolved prior to construction.
Although the primary focus of the project was local infrastructure, the scope included work within the TxDOT right-of-way. Epi conducted utility coordination between META's project team and TxDOT to address design considerations and ensure compliance with State requirements.

Previous Engagement Experience:

City of San Antonio Utility Coordinator and Construction Phase Services Administrator (COSA), San Antonio, TX. (2015-2021) Mr. Ruiz was responsible for contacting utility companies such as City Public Service (CPS), AT&T, San Antonio Water System (SAWS), Spectrum, and Grande Communication on many PS&E projects. For his projects, Mr. Ruiz coordinated with subsurface utility engineers, conducted monthly utility coordination meetings with local utility providers, reviewed PS&E plans to identify utility conflicts, developed and maintained utility resolution matrices, prepared utility relocations notices, prepared utility agreements, conducted inspections and verifications identified utility conflicts, determine conflict resolutions.

For construction phases, Mr. Ruiz reviewed bid packages prepared by consultants, scheduled/attended pre-bid conferences, analyzed bid results and made recommendations on accepting/rejecting bids. Mr. Ruiz also developed designs, plans, and exhibits for construction and feasibility purposes.

Texas Department of Transportation San Antonio District, San Antonio, Texas. (1996-2015) While working for TXDOT San Antonio District, Mr. Ruiz developed designs using MicroStation, Geopak, HEC-RAS on various bridge placement, rehabilitation, and overlay projects. Mr. Ruiz was task lead on various aspects of the design including roadway/street plans, traffic control, general notes, summary sheets, SW3P, utility layouts, signage & pavement markings, and miscellaneous details for many district projects in the area.



Ray Weger, RPLS

Regional Survey Manager
Surveying Services

From field crew member to department manager, Ray has more than 40 years of survey experience in a wide variety of survey disciplines. His land surveying projects include: ALTA/ACSM land title surveys, Texas Society of Professional Surveyors Category Land Title Surveys, 3D design surveys, static and mobile LiDAR acquisition, extraction and 3D modeling, GPS and conventional horizontal and vertical control surveys for photogrammetric mapping hydrographic surveys for design and dredging quantities, and subdivision platting for commercial, industrial, and residential developments.

EXPERIENCE
43 years

EDUCATION
AS, Civil Engineering Technology and Survey Technology
Kansas Technical Institute

REGISTRATIONS & CERTIFICATIONS
Registered Professional Land Surveyor, Texas #4711

Texas Department of Transportation (TxDOT) Pre-certifications #00009828:

- 15.1.1 Right-Of-Way Surveys
- 15.2.2 Construction Surveys
- 15.3.3 Terrestrial LiDAR
- 15.3.5 Horizontal and Vertical Control
- 15.2.1 Design Survey
- 15.3.3 Terrestrial Photogrammertry
- 15.3.4 Mobile and Aerial LiDAR

Smith System Driver Safety Seminar

KEY PROJECTS

- **TxDOT Intersection Surveys, Austin, TX:** Ray provided a complete DTM, 3D drawing and an apparent right-of-way (ROW) drawing for 14 intersection sites on varying types of roads in and around Austin. The job was completed using GPS with VRS technology, static Lidar, conventional survey methods, TxDOT levels, TxDOT field standards, and traffic control.
- **TxDOT Design Topography and ROW Map for 18 miles of IH 10, El Paso, TX:** As project manager, Ray directly supervised a work authorization (WA) for the El Paso TxDOT District. This WA consisted of a 1,200-foot mapping corridor along IH 10, starting at Horizon Boulevard and heading east for 18 miles. Ray provided a complete DTM, 3D drawing, aerial mapping, and ROW retracement. He also provided modeled bridges in 3D and photographs of all signs and structures. The job was completed using GPS with VRS technology, static and aerial Lidar, TxDOT levels, field standards, and traffic control plans.
- **Parmer Lane Extension (Ronald Reagan Boulevard), Williamson County, TX:** Ray served as survey task leader, conducting ROW mapping and parcel exhibit preparation. The project limits were from FM 1431 to FM 2243. Ray established project control monuments and provided ROW mapping and parcel exhibits for acquisition of new ROW for a future Parmer Lane extension.
- **CR 179, Williamson County, TX:** Ray provided project control for ROW retracement/ determination, design survey, and future construction staking from CR 179 west to T intersection with CR that became the Parmer Lane Extension.
- **Ranch Road 620 Parmer Lane, Austin, TX:** Ray provided project control for aerial mapping and supplemental field data collection to complete design survey and provide DTM/TIN from IH 35 to Parmer Lane. This project included retracement of existing RR 620 ROW to determine future design ROW needs. He was responsible for preparing project deliverables to include 2D and 3D planimetric, DTM, and contour drawings, and final TIN and utility coordination and locations.
- **San Antonio Water System (SAWS) Vista Ridge Central Water Pipeline Integration Project, San Antonio, TX:** For a new water supply source for the City of San Antonio, Ray provided preliminary plan, construction, and permanent easements.
- **US 281 Wurzbach Interchange from Sandau to Brook Hollow Exit Ramp, San Antonio, TX:** Ray provided design survey, bridge structure, off-site drainage detail, and railroad bridge structures for the US 281 Wurzbach interchange from Sandau to Brook Hollow at the exit ramp.



Steve Casanova, CET

Regional Manager
Construction Services

EXPERIENCE
25 years

EDUCATION
Project Management,
San Antonio College

REGISTRATIONS & CERTIFICATIONS
American Concrete Institute (ACI) Concrete Field Testing Technician Grade 1 #00141169

Allen Face & Company Certified F-Number Technician #AF1155114

International Code Council (ICC) #8867798:

- Reinforced Concrete Special Inspector
- Soils Special Inspector
- Commercial Building Inspector
- Structural Masonry Special Inspector
- Spray-Applied Fireproofing Special Inspector

Post-Tension Institute Level I Unbonded PT Field Installation #00141169

OSHA 10 Hour

Smith System Driver Safety Seminar

For some, it's all about the paycheck. Others enjoy the responsibility that comes with changing the world. But for Steve, getting to work alongside the friends and colleagues he's earned throughout his career is what brings him back in to the office each day. For more than two decades, Steve has been managing materials testing and conducting field/laboratory tests for soils, concrete, asphalt, masonry, structural verification, and both bolted and welded connections. A commitment to family led him into the engineering field. An appreciation for quality work and the importance of details is why he's now managing our teams of professionals to meet the needs and demands of our clients.

KEY PROJECTS

- **San Antonio Zoo Entrance, San Antonio, TX:** For the zoo's new entryway project, TTL provided geotechnical and CMT services, which included soil sampling, laboratory analysis, and on-site inspections to verify compliance with construction documents. TTL also provided earthwork recommendations (including building pad and general site preparations) and infrastructure recommendations for utilities. Upon project completion, TTL submitted a Special Inspection report certifying that the work met all specified standards and codes.
- **City of Castle Hills 2021 Street Improvements Phase II, San Antonio, TX:** Project manager. The project involved full-depth reconstruction of several streets, including Briarcliff Drive, Bluet Lane, Shalimar Drive, and Wottlin Road. The work included excavating the existing pavement, stabilizing the subgrade, and installing new asphalt, with select curb, driveway, and sidewalk sections replaced as needed. TTL provided field moisture-density testing of earthwork relating to pavements, utilities, and other related structures.
- **Rocket Lane - Schaeffer Road Expansion, San Antonio, TX:** Project manager. Project involved expansion from two- to four-lane roadway with continuous center turn lane, bridge widening, storm drain system, signage and pavement markings, pedestrian crossing, concrete median, sidewalks, and shared use path. TTL provided concrete testing and field moisture-density testing of earthwork relating to pavements, utilities, and other related structures.
- **SAWS C-5 Culebra & C-28 Zarzamora Creek Trench Repair Emergency Project, San Antonio, TX:** Project manager for construction materials testing for the removal and replacement of 12,000 LF of sewer and water utility lines from Castroville Road to Laredo Street. Steve had project management duties which included report review, scheduling, preparing invoices, and attending meetings. He also oversaw key personal conducting soil density testing, soil sampling, concrete testing, and asphalt testing. Steve reviewed the results of the laboratory testing and field testing before the final submittal.
- **Bexar County Public Works Department Palm Park Subdivision Roadway & Drainage Project, San Antonio, TX:** Project manager for construction materials testing required for the construction to reestablish bar ditches, add pipe culverts at driveways and intersections, and roadway reconstruction. Steve had project management duties which included report review, scheduling, preparing invoices and attending meetings. He also oversaw key personal conducting soil density testing, soil sampling, concrete testing and asphalt testing.

SECTION 5: APPROACH TO PROJECT

Wastewater Line Planning and Design

META Engineering understands the mission-critical role that City of Edinburg plays in delivering safe, reliable wastewater services to its community. We bring a proven track record in developing utility infrastructure projects that are technically sound, cost-effective, and tailored to the operational and growth needs of rural and regional utility providers.

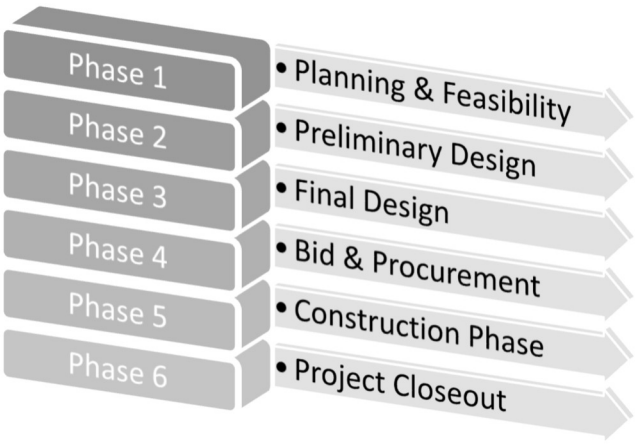
Core Principles of Our Design Approach

Our approach focuses on building practical, maintainable systems through a collaborative, phased delivery process. We also ensure all project activities support regulatory compliance, constructability, and long-term asset management.

- Alignment Optimization and Constructability: Selection of alignments based on feasibility, topography, environmental impact, and access, with a strong focus on minimizing utility conflicts and construction challenges.
- Easement Acquisition Support: Preparation of easement exhibits and legal descriptions, along with assistance in stakeholder coordination to help City of Edinburg secure the necessary right-of-way.
- System Reliability and Redundancy: Designs incorporate looping, backup pumping provisions, and pressure zone considerations to strengthen system resilience and minimize service interruptions.
- Lifecycle Perspective: Every design reflects future operational needs, maintenance accessibility, and scalability to accommodate growth.
- GIS Integration: META can provide digital as-builts compatible with City of Edinburg's asset management and GIS platforms, ensuring infrastructure is well-documented for future planning.
- Funding Alignment: While not grant-driven, our designs are prepared with funding eligibility in mind (TWDB, USDA-RD, SRF), including the development of cost documentation and project phasing plans.
- Post-Construction Support: We offer warranty inspections, operations staff coordination, and performance reviews after project completion.

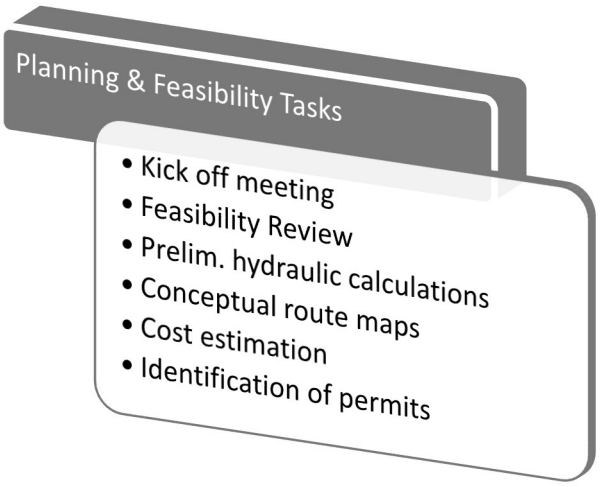
META has successfully implemented these core principles into our current projects with Maxwell SUD and with our streets project with the City of Del Rio.

Successful projects typically follow a structured, phased approach to ensure timely and efficient completion. Our process generally includes:



Phase 1: Planning and Feasibility

Upon receiving notice to proceed, META will initiate the project by working with City of City of Edinburg to define the project goals, evaluate alignment options, and identify regulatory or physical constraints.

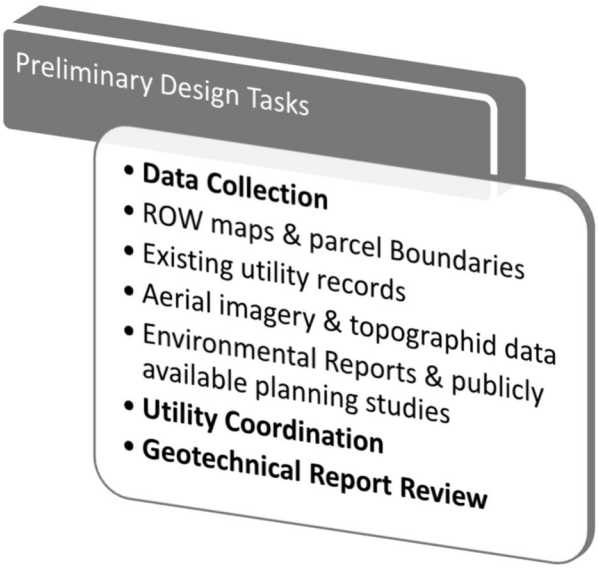


We will also assess O&M implications and recommend materials and design standards aligned with City of Edinburg current system preferences.

Phase 2: Preliminary Design

Data Collection

To support the design of wastewater infrastructure, TTL's surveyor, **Ray Weger, RPLS**, will lead the initial data collection efforts. This will include gathering:



Site visits will be conducted to confirm existing utility locations, visible structures (e.g., manholes, hydrants, valves), and topographic features. This data will support the development of a comprehensive base map for evaluating alignment options. Where necessary, additional field surveys and supplemental topography will be collected to finalize route selections and ensure accurate design documentation. Our approach prioritizes cost-effective data collection while capturing sufficient detail to avoid surprises during construction.

Utility Coordination

Miguel Sanchez, PE, META's Design Manager, will lead early and proactive utility coordination. This includes working with TTL to identify and map all underground and above-ground utilities within the project corridor. For wastewater alignments, key tasks will include:

- Identifying potential conflicts with existing water/wastewater mains, gas lines, electric ducts, and drainage systems
- Developing a utility conflict matrix to track resolution actions
- Coordinating with City of Edinburg's operations team to evaluate tie-in points, abandonments, and service continuity
- Engaging franchise utilities for records and field verification
- Incorporating utility adjustments or protective measures into design documents

Early coordination helps avoid costly relocations and ensures constructability of the proposed infrastructure.

Geotechnical Investigations

META Engineering will review geotechnical investigations to evaluate soil conditions that may impact wastewater line and lift station installation. Our team will review for:

- Soil stability and trench ability
- Depth to rock or groundwater
- Swell potential in expansive clay soils
- Bedding requirements for pipe materials
- Structural design parameters for thrust blocks, manholes, and utility appurtenances

During Phase 1, META will also conduct engineering work based on the selected alignment. Key tasks include:

- Preparation of preliminary plan and profile drawings
- Coordination with surveyors for boundary, topographic, and utility surveys
- Identification of easement parcels and preparation of exhibits and legal descriptions
- Updated preliminary cost estimates based on material takeoffs and market unit prices
- Recommendations for geotechnical testing or other specialized studies
- Coordination with regulatory agencies as needed to initiate permit applications

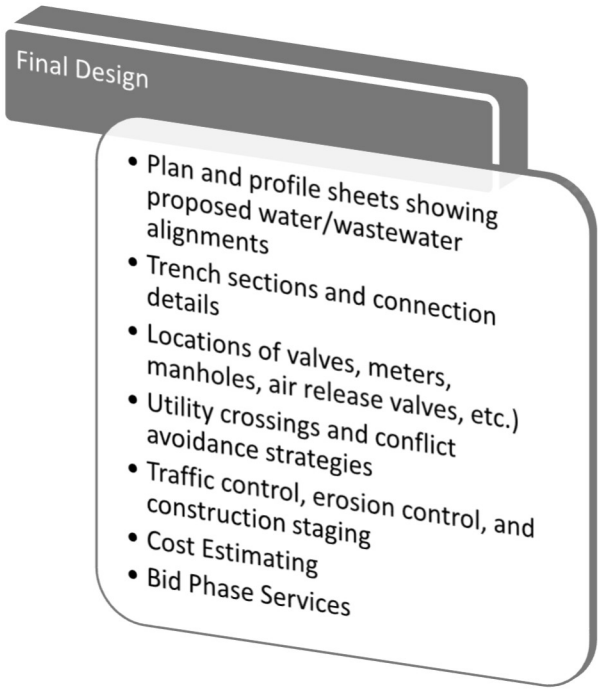
If the project involves new service areas or interconnects, META will also model anticipated demand and flow characteristics under varying operational conditions.

Phase 3: Final Design

META's design team, led by **John Salazar, PE** and **Epi Ruiz, PE, CFM**, will develop complete construction documents for City of Edinburg's review and approval.

All designs will comply with:

- TCEQ wastewater design rules
- TWDB guidelines (if applicable to future funding)
- ADA and TDLR accessibility requirements for any publicly accessible features
- Local and County regulations governing construction in public ROWs or easements



Cost Estimating

META will prepare detailed construction cost estimates at each milestone (30%, 60%, 90%, Final). Estimates will include materials, labor, equipment, and contingencies—based on recent industry pricing and META's experience with similar wastewater projects.

Bid Phase Services

META will assist City of Edinburg through the full procurement process, including:

- Preparation of bid packages and contract documentation
- Responding to contractor RFIs during the advertising period
- Participation in pre-bid meetings or site walkthroughs
- Review of submitted bids, preparation of bid tabulations, and evaluation of contractor qualifications
- Recommendation of award to City of Edinburg Board of Directors

Phase 4: Bid and Procurement Support

META will support City of Edinburg throughout contractor selection to ensure fair, competitive bidding:



Phase 5: Construction Phase Services

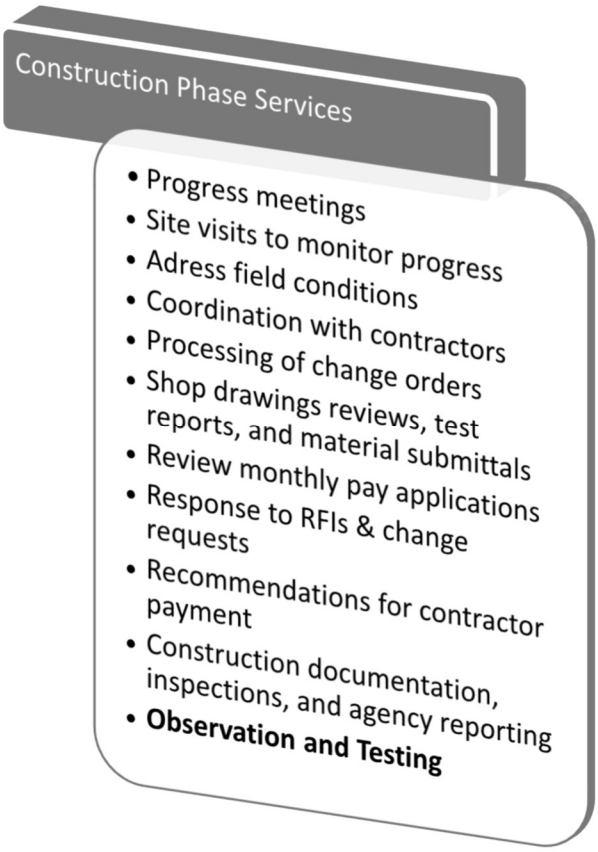


During construction, META will provide oversight and coordination services to ensure that the contractor complies with project documents and maintains high-quality execution. Services include:

Observation and Testing

Should construction phase observation and testing be required, our subconsultant **Steve Casanova, CET** of TTL is available to lead construction observations, materials testing, and quality assurance throughout the construction phase. This will include:

- Field density tests for trench backfill
- Concrete and compaction testing
- Verification of pipe materials and embedment
- Review of manhole, valve, and service connection installations



Phase 6: Project Closeout and Post-Construction Support

META's involvement continues through project finalization and into warranty monitoring. We will provide:

Optional Deliverables and Enhancements

- GIS-compatible CAD files and metadata for new infrastructure
- Recommendations for future extensions or system upgrades
- Phased implementation maps and CIP-style planning summaries

META Engineering is committed to delivering high-quality wastewater infrastructure that meets the needs of City of Edinburg today and supports sustainable system growth for years to come.

Project Management Plan

Management Overview

John Salazar, PE will serve as City of Edinburg's primary point of contact and will lead the development and execution of the *Project Management Plan (PMP).* The PMP will define the team structure, communication plan, key milestones, scope of services, coordination protocols, and budget monitoring tools.

To support this project, META has assembled a streamlined team with dedicated personnel and trusted subconsultants, including **TTL, Inc.**, who will provide:

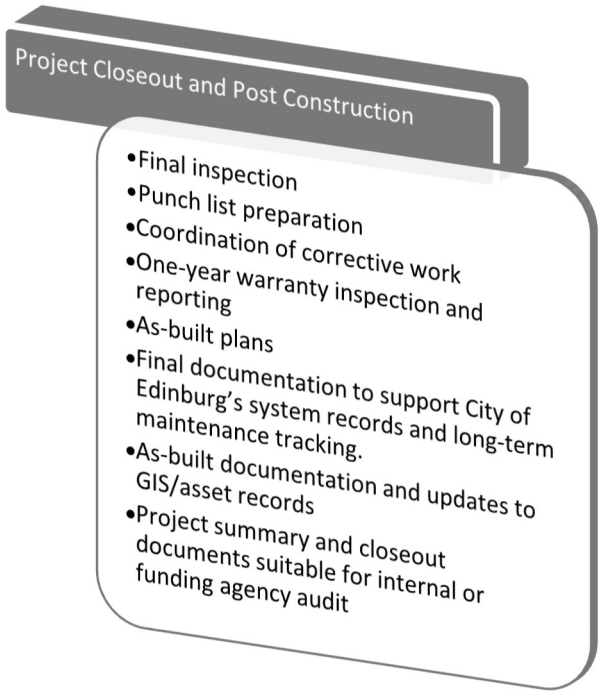
- Environmental assessments
- Geotechnical investigations
- Topographic and boundary surveys

META will retain overall responsibility for:

- Utility coordination
- Route selection and feasibility evaluations
- Wastewater design
- Easement and permitting support
- Bidding and construction oversight

Miguel Sanchez, PE will serve as *Design Manager,* supporting all technical reviews and serving as the technical lead on design issues requiring engineering judgment. His availability ensures continuity in communication and decision-making during all phases.

Communication will include a combination of in-person meetings, video calls, and shared digital workspaces for efficient document exchange. All official correspondence and decisions will be documented and archived for transparency and accountability.



Communication Plan

John Salazar, PE will implement META's structured *Communication and Coordination Plan* to ensure continuous alignment between City of Edinburg and the project team. The plan includes:

- Initial Client Expectations Survey (CES) to document goals, expectations, and communication preferences
- Weekly design team meetings to review progress, resolve technical issues, and monitor milestone tracking
- Monthly progress reports summarizing deliverables, schedule updates, pending action items, and emerging issues

Design review meetings at major milestones (Preliminary Design, Final Design, Bid Phase, Construction Kickoff)

Project Schedule & Milestone Tracking

A detailed *Microsoft Project schedule* will be developed to capture all project phases, tasks, & deliverables, including:

- Feasibility & alignment studies
- Survey & geotechnical data collection
- Preliminary & final design deliverables
- Easement preparation & acquisition coordination
- Regulatory permit submittals
- Bid & construction phase activities

The schedule will identify *critical path items* & incorporate task dependencies, anticipated review durations, & construction windows. META will review the schedule with City of Edinburg at project kickoff & update it regularly to reflect progress & any adjustments.

Scope & Budget Control

META will manage project scope & budget through a Work Breakdown Structure (WBS) & cost control protocol. Tasks will be tracked against planned hours & expenditures, with regular updates provided to City of Edinburg.

If a scope change is needed due to field conditions, regulatory feedback, or utility coordination, META will notify City of Edinburg immediately, submit a written change request including justification & impact analysis and await written authorization before implementing any changes

Billing & invoicing will follow agreed-upon formats, with supporting documentation submitted for transparency.

Project Communication	*Status Management*
Project Status Calls	✓ Bi-weekly calls with the City's as scheduled ✓ Calls adhere to an agreed-upon time limit ✓ Minutes are prepared and sent to the City for review, comments, and approval
Daily Communications	✓ Conducted via email, telephone or via WebEx/MS Teams ✓ Internal team communications occur through email, phone calls, and face-to-face meetings ✓ Communications that could impact cost, schedule, or product delivery
Face-to-Face Meetings:	✓ To address specific project issues or concerns ✓ Scheduling based on the availability of all necessary attendees ✓ Key staff members are available for meetings concerning their project tasks ✓ Team is adept at conducting virtual face-to-face meetings

Quality Assurance / Quality Control (QA/QC)

Our QA/QC process is integrated throughout design and documentation. Key elements include:

- Senior-level review of utility plans and hydraulic models

- Cross-discipline coordination with roadway, drainage, and survey teams
- Conformance checks with TCEQ, City of Edinburg's, and TWDB standards
- Version control and markup tracking using Bluebeam Revu

META's *Project-Specific Quality Management Plan (PSQMP)* will guide the QA/QC process. Dr. Alberto Passos, PE, will oversee all quality reviews & coordinate independent audits at each design milestone. QA/QC procedures include:

- Use of TCEQ checklists for applicable components
- Bluebeam Studio Sessions for collaborative, multi-discipline document reviews
- Thorough internal reviews of all design plans, estimates, & technical documents

Validation of survey, geotechnical, & utility data before finalizing design

Each milestone submittal will be accompanied by a QA/QC checklist & comment resolution log to ensure accountability & traceability.

Staffing & Availability

All key personnel identified in the project organization chart are committed to this project & will remain available throughout its duration. META prioritizes project continuity & ensures experienced staff will remain involved through final delivery. Back-up personnel are also identified to step in if needed without disrupting project flow.

Risk Management & Conflict Resolution

META will proactively monitor for project risks & challenges including easement acquisition delays, utility conflicts, permitting or regulatory delays, and supply chain or market pricing fluctuations

Potential risks will be identified early in weekly internal meetings, & mitigation strategies will be developed in collaboration with City of Edinburg. Our management team maintains a "no surprises" policy by flagging schedule or cost issues promptly.

Timely Completion Commitment	
META Engineering's strategies to fulfill our commitment for timely completion of projects	✓ Identify & monitor critical path items ✓ Maintain weekly action item logs ✓ Conduct milestone reviews with City of Edinburg ✓ Ensure all staff are aligned with the delivery schedule ✓ Track tasks using MS Project (with updates shared monthly)

Recent Projects Completed On Time & Within 3-9 Months	
Client	***Project Name***
City of Del Rio	✓ Strickland Rd Sidewalks and Roadway Rehab ✓ Griner St Sidewalks and Roadway Rehab (Downtown)
City of San Antonio	✓ Military Drive Pedestrian and Traffic Design
TxDOT Ft. Worth District	Traffic Design ✓ Southeast Connector Seg. 1 ✓ Southeast Connector Seg. 3 ✓ Southeast Connector Seg. 5 ✓ Southeast Connector Seg. 8
Gallegos Engineering	✓ City of Maxwell 16" Water Line Design ✓ City of Maxwell Watermain Crossing UPRR ✓ Serene Park Street Design ✓ Serenity Pass Street Design ✓ Serenity Oaks Channel "A" and Detention Pond Design

SECTION 6: REFERENCES

META Engineering LLC has provided IDIQ and on-call design services to multiple firms and municipalities. Below, you'll find the most recent references for META Engineering, where both Project Manager John Salazar, PE, CFM and Design Manager Miguel Sanchez, PE, (who are also owners) have worked with these clients:

Client:	Scope of Services:
City of Del Rio Greg Velazquez, P.E., gvelazquez@cityofdelrio.gov (830) 774-8535 (office) (830) 734-4024 (mobile) Year: 2023-(current)	Throughout 2023 and 2024, META Engineering has served as the prime contractor providing street, drainage and utility design services for the City of Del Rio. These services include developing plans, specifications, and estimates for the overlay of Griner Street and Strickland Street. The project also involved coordination with local utilities, public works, and TxDOT.
Kiewit – Fort Worth Louis Anderson, P.E. Louis.Anderson@kiewit.com (720) 703-4031 Year: 2023 (current)	From 2023 to 2024, META Engineering, as a subconsultant, provided Quality Control review design services for Kiewit Engineering Group on TxDOT Fort Worth District's Southeast Connector projects. These services include reviewing roadways, retaining walls, and traffic control plans. The plans and design calculations are being reviewed for compliance with TxDOT standards and project design specifications.
Kiewit – Fort Worth Joe Chang, P.E. joe.chang@kiewit.com (303) 269-3121 Year: 2022 - 2024	From 2022 to 2024, META Engineering, as a subconsultant, provided traffic control design services for Kiewit Engineering Group on TxDOT Fort Worth District's Southeast Connector projects. These services include developing designs for detours, temporary traffic control signage, 3D temporary retaining walls, and roadway ramp designs.
Gallegos Engineering, Inc. Richard M. Gallegos, P.E., rg@gallegoseng.com (210) 641-0812 Year: 2021 (current)	During 2021 and 2022, META Engineering, as a subconsultant, provided engineering services to Gallegos Engineering, Inc. for the East Central SUD, Maxwell SUD and various private developers. These services included reviewing site plans, coordinating TxDOT driveway permits, conducting site distance studies, analyzing ingress/egress, reviewing site grading plans, designing waterlines and drainage structures including detention ponds, and performing floodplain studies.
DO-RITE Engineering, LLC Ricardo Ramos, P.E. rramos@dorite-engrs.com (956) 286-2496 Year: 2021 - 2022	Throughout 2021 and 2022, as a subconsultant, META Engineering provided Do-Rite, site design services. On-call services have included reviewing plats, providing grading plans for multiple warehouse developments, and providing water, wastewater, electric and drainage designs for various sites.

SECTION 7: INSURANCES AND CERTIFICATIONS

Certificate of Insurance:

METAENG-01 CINDYRICHARDSON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2025

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.

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PRODUCER	CONTACT NAME: Cindy Richardson
IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	PHONE (A/C, No, Ext): 22617 FAX (A/C, No): E-MAIL ADDRESS: CynthiaRichardson@ibc.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hartford Underwriters Insurance Company — 30104
INSURED Meta Engineering, LLC 13438 Bandera Rd, Suite 104 Helotes, TX 78023	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			65SBAAK6E3K	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	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			65SBAAK6E3K	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			65SBAAK6E3K	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached blanket additional insured endorsement SL30320621 that applies to certificate holder when required by written contract. Also attached is primary and non-contributory and waiver of subrogation endorsement SL00001018 that applies to certificate holder when required by written contract.

Umbrella policy follows form.

30 Day Notice of cancellation applies to certificate holder.

CERTIFICATE HOLDER

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

ACORD 25 (2016/03)

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PRODUCER	CONTACT NAME:	
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: Meta Engineering, LLC, 13438 Bandera Rd, Ste 201, Helotes, TX 78023

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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/MEMBEREXCLUDED? ☐ N / A (Mandatory in NH)						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			P100.957.853.4	03/14/2025	03/14/2026	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

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

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AUTHORIZED REPRESENTATIVE

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Professional Certification:



Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

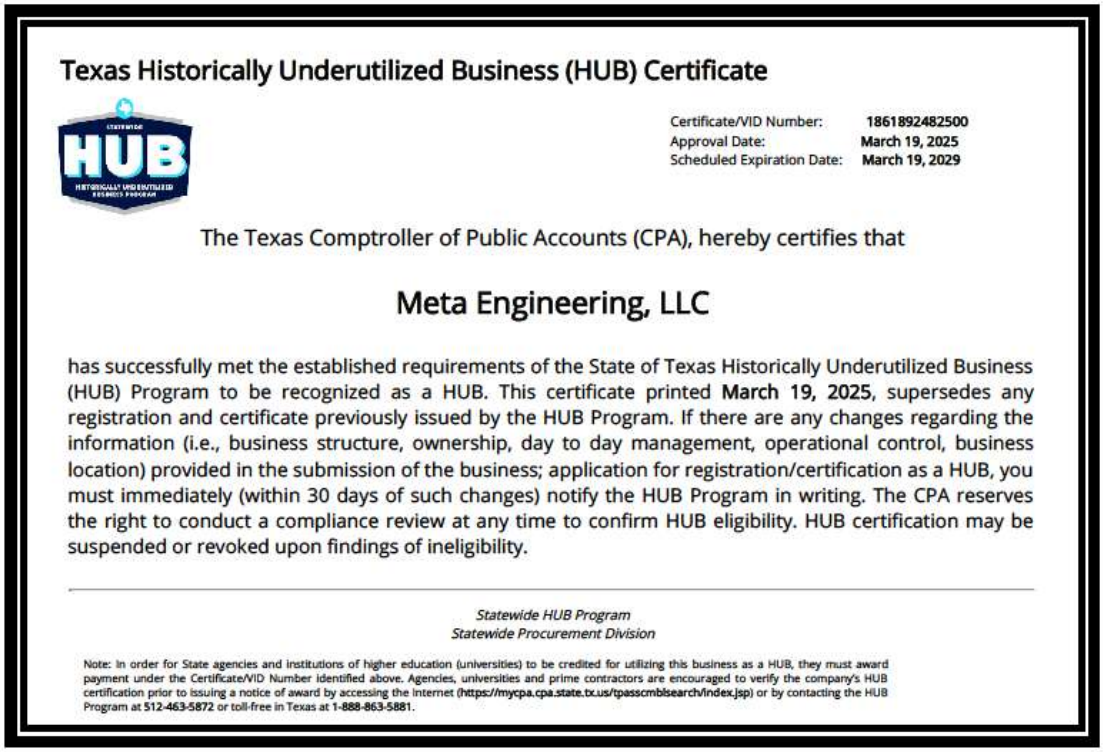
META ENGINEERING LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-22397

Expiration Date
2/28/2026

HUB Certification:



Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1861892482500
Approval Date: March 19, 2025
Scheduled Expiration Date: March 19, 2029

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

Meta 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 **March 19, 2025**, 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**.



META ENGINEERING

www.meta-engr.com



Community, Service, Excellence, and Professionalism

- 13438 Bandera Road Suite 104 - Helotes, TX 78023 - (210) 874-6666 -

SECTION 7: INSURANCES AND CERTIFICATIONS

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METAENG-01 CINDYRICHARDSON

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PRODUCER	CONTACT NAME: Cindy Richardson	
IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	PHONE (A/C, No, Ext): 22617	FAX (A/C, No):
	E-MAIL ADDRESS: CynthiaRichardson@ibc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company	30104
INSURED Meta Engineering, LLC 13438 Bandera Rd, Suite 104 Helotes, TX 78023	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	X COMMERCIAL GENERAL LIABILITY			65SBAAK6E3K	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			65SBAAK6E3K	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			65SBAAK6E3K	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (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)
See attached blanket additional insured endorsement SL30320621 that applies to certificate holder when required by written contract. Also attached is primary and non-contributory and waiver of subrogation endorsement SL00001018 that applies to certificate holder when required by written contract.

Umbrella policy follows form.

30 Day Notice of cancellation applies to certificate holder.

CERTIFICATE HOLDER

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

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2025

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:	
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: Meta Engineering, LLC, 13438 Bandera Rd, Ste 201, Helotes, TX 78023

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)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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/MEMBEREXCLUDED? ☐ N / A (Mandatory in NH)						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			P100.957.853.4	03/14/2025	03/14/2026	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

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

CERTIFICATE HOLDER

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: 7/23/2025

Company/Vendor Name: META Engineering LLC

Printed Name and Title: Miguel Sanchez, Principal

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: META Engineering LLC
(Full, correct legal name)

- Address: 13438 Bandera Road, Ste 104
  Helotes, TX 78023

- Telephone/Fax: (210) 838-8585
- Email address: msanchez@meta-engr.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? Helotes, 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. n/a

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_X_

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

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

   Name: Miguel Sanchez
   Address: 13438 Bandera Road, Ste 104
   Telephone: (210) 874-6666
   Fax: n/a
   Email: msanchez@meta-engr.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. n/a

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. n/a

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Miguel Sanchez, the undersigned representative of META Engineering 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.

Miguel Sanchez

SIGNATURE OF COMPANY REPRESENTATIVE:

Miguel Sanchez, Principal

TYPE/PRINT NAME AND TITLE:

7/28/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Miguel Sanchez, the undersigned representative of

META Engineering 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.

Miguel Sanchez

SIGNATURE OF COMPANY REPRESENTATIVE:

Miguel Sanchez, Principal

TYPE/PRINT NAME AND TITLE:

7/28/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Miguel Sanchez, the undersigned representative of META Engineering 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.*

Miguel Sanchez

SIGNATURE OF COMPANY REPRESENTATIVE:

Miguel Sanchez, Principal

TYPE/PRINT NAME AND TITLE:

7/28/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Miguel Sanchez, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of META Engineering 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 Miguel Sanchez

Title Principal

Subscribed and sworn to me this 28 day of July 2025.

By: Connie R. Sanchez

Notary Public Connie R. Sanchez

My commission expires 03-12-2029

CONNIE RAMOS SANCHEZ NOTARY PUBLIC STATE OF TEXAS ID 135506225 EXP. 03-12-2029

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.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7

Miguel Sanchez

Name of signatory

Signature

7/23/2025

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.

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

[NORRISLEAL, LLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

NorrisLeal, LLC Response

CONTACT INFORMATION

Company:
NorrisLeal, LLC

Email:
zserna@norrisleal.com

Contact:
Z Abdallah

Address:
1222 E. Tyler Avenue
Suite C
Harlingen, TX 78550

Phone:
N/A

Website:
NorrisLeal.com

Submission Date:
Jul 29, 2025 1:15 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

FIN_NLEW_SOQ_COE_Liftstation_4_and_Sewer_Line_Upgrades.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

24-25_Master_COI.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

4.1_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

4.2_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

4.3_LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

4.4_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...

4.5_SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

4.6_SENATE_BILL_19_VERIFICATION.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

4.7_CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

4.8_CIQ.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

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

Yes










NL ENGINEERING
WATER

THE CITY OF Edinburg

2005-004

LIFT STATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

SUBMITTED BY: NL ENGINEERING

4451 S. Jackson Rd, Ste. D
Edinburg, Texas 78539
Texas Firm Registration No. F-14803

JULY 29, 2025



STATEMENT OF INTEREST

2025-004 LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

2025



1222 E. Tyler Avenue
Harlingen, Texas 78550
O: 956.423.7409

4451 S. Jackson Road, Ste D
Edinburg, TX 78539

Texas Firm Registration No. 14803

July 29, 2025

Attention: Mr. Gerardo Carmona
Director of Utilities
415 W University Blvd.
Edinburg, Texas 78541

Re: NL Engineering Water: Statement of Qualifications
2025-004 Engineering Services for Lift station #4 and Sewer Line Upgrades

Dear Mr. Carmona and Selection Committee,

NL Engineering Water is pleased to submit our Statement of Qualifications for Project No. 2025-004 – Lift Station #4 and Sewer Line Upgrades. Our team brings a wealth of experience in water and wastewater infrastructure planning, design, and construction oversight throughout South Texas and beyond. We understand the importance of Upgrading lift stations and sewer systems to enhance community services and environmental compliance, and we are committed to helping the City of Edinburg (City) achieve these goals efficiently and sustainably.

To provide the City with a comprehensive, locally grounded approach, we have teamed with trusted regional partners. Sigma HN Engineers, based in the Rio Grande Valley, will provide electrical engineering services, bringing deep knowledge of utility coordination and control systems for lift stations. Rio Delta Surveying**,** led by Texas Licensed Professional Land Surveyor Mario Gonzalez, will perform the land surveying scope, including boundary, topographic, and construction staking services.

We appreciate the opportunity to support the City of Edinburg on this critical infrastructure project and look forward to the possibility of partnering with you to deliver high quality results that reflect the City's growth and vision.

NL Engineering Water

Jesus Leal, P.E.
Principal
US Navy Veteran

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1.0 COMPANY OVERVIEW

2025-004
LIFTSTATION #4 AND SEWER LINE UPGRADES
(ENGINEERING SERVICES)

2025

1.0 NL Engineering General Information

NL Engineering Water (NLEW) is a distinguished privately-owned engineering, design, and construction management firm specializing in the comprehensive development of water and wastewater infrastructure projects. Our capabilities extend across various tasks, encompassing conceptualization, environmental assessments, planning studies, design criteria, development, bid specifications, budgets, financing options, and construction and operation management. With a seasoned team representing diverse disciplines, including civil, environmental, structural, electrical, and mechanical engineering, as well as hydrology/hydraulics, we have amassed nearly 40 years of experience. Formerly operating as NRS Consulting Engineers and now as NLEW, we have successfully managed over 700 technically unique public works projects, catering to municipalities, water utilities, water supply corporations, irrigation districts, drainage districts, and regional water authorities.

NLEW has consistently led the charge in innovating water solutions, evident in our extensive portfolio that spans diverse feasibility studies for cities and industries, including the City of Alice, City of Beeville, Southmost Regional Water Authority (Brownsville and Harlingen), Laguna Madre Water District (South Padre Island), North Alamo Water Supply Corporation (upper Rio Grande Valley), Montgomery County MUDs 8 and 9, and Lavaca Navidad River Authority in the Coastal Bend Area. Acknowledging our expertise in making Brackish Groundwater Desalination economically viable, the Texas Water Development Board sought our guidance to create a comprehensive "HOW TO" guide for entities considering desalination.

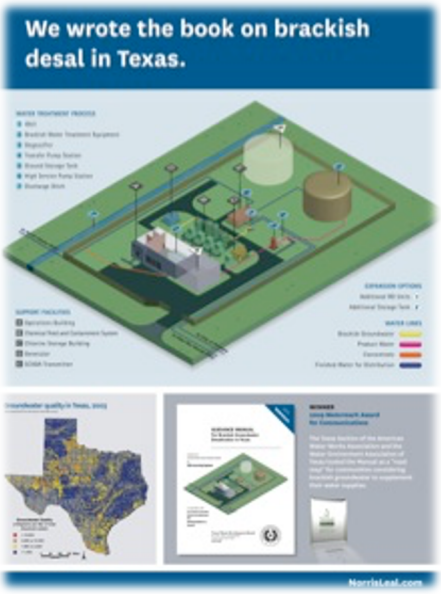
Our due diligence process involves a meticulous examination of water resource locations, cost assessments, proximity to discharge points, identification of environmental benefits, evaluation of distribution systems, and reviews of electrical line service capacity. We diligently compare alternative technologies and system types, considering the feasibility of greenfield development or cohabitation with existing facilities. Proactively addressing potential challenges, we provide valuable insights into permitting requirements and impact studies, prioritizing efficiency to ensure a smooth transition from feasibility to implementation. These time-tested concepts, shaped by years of experience, serve as valuable assets that we can seamlessly integrate into future projects, furthering our commitment to continuous innovation in water solutions.

NLEW expresses keen interest in collaborating with City of Edinburg for their lift station and sewer upgrades. As a specialized entity created under the Texas Water Code, NLEW recognizes the critical role the City plays in providing reliable water services to the growing areas in Hidalgo County. With extensive experience with TCEQ on both water and wastewater, NLEW is well equipped to provide the required lift station design upgrades needed and sewer line improvements. Our team is eager to bring our expertise to this project and collaborate with the City of Edinburg to achieve its goals.

NLEW has extensive experience in developing networks of Brackish desalination plants throughout the Rio Grande Valley, spanning over 40 years. Our track record is a testament to our integrity, trustworthiness, and the exceptional results we consistently deliver for our clients.



We Wrote the book on brackish desal in Texas



****Scan the QR Code above for a complimentary digital copy of the award winning 'Guidance Manual for Brackish Desalination in Texas'***

Primary Firm Contact	Name: Jose Leal, P.E Title: Senior Project Manager Mobile: 956.827.0161 Email: jose.leal@norrisleal.com
Rio Grande Valley Offices	4451 South Jackson Road, Suite D Edinburg, TX 78539 1222 E. Tyler Avenue Harlingen, TX 78550
	Texas Registration Number: F-14803 SAM ID: GK4MMKY5HGH7 Certified Veteran Owned Small Business

JOSE ANTONIO NICANOR, JOSE ANTONIO NICANOR, PE, LEED AP
PRINCIPAL AT SIGMA HN ENGINEERS,
MCALLEN, TEXAS

It was evident that Norris-Leal was familiar and had great experience with these type of work as they offered many recommendations during the bidding process of the project. We were fortunate to see that Norris-Leal was the most qualified contractor and offering and outstanding bid proposal.

City of Edinburg Water Treatment Plant Projet

TYLER C MONGAGUE
MANAGING DIRECTOR AT CARL MARKS ADVISORS | INVESTMENT BANKING & CORPORATE RESTRUCTURING
NEW YORK, NEW YORK

During my tenure on this engagement, I have been pleased with their performance and diligence supporting all aspects of the facility including, but not limited to; process development, operations management, and maintenance.

Enviro Water Minerals (EWM P-1) World's First Full Recovery Deslination Plant in El Paso, Texas

JIM CUSACK
DIRECTOR, CINCO MUNICIPAL UTILITY DISTRICT NO. 1
KATY, TEXAS

NorrisLeal, LLC completed the planning, design, engineering, construction management of the 2.0 MGD G. Tim Lawrence Desalination Plant for the Cinco anch MUD No. 1 in Katy, Texas Throughout the course of the project, the NorrisLeal team displayed a high level of professionalism, experience, dedication and commitment to our desalination plant. The team quickly found solutions to overcome numerous challenges during the course of start-up.

Cinco MUD No 1 - The G. Tim Lawrence Desalination Plant

SIGMA HN Engineering, PLLC



Sigma HN Engineers, PLLC was established in October 2012 by Jesus Gabriel Hinojosa and José Antonio (Tony) Nicanor to provide excellence in MEP and Telecommunication engineering services. All of our clients receive personal, responsive attention from the firm's principals. Both Gabriel and Tony are licensed professional engineers registered in the state of Texas and LEED accredited professionals. With over 19+ years of combined experience, SIGMA is committed to the successful completion of projects on time and within budget.

Electrical Engineering Services include rotary valve smart positioners, remote control displays and metering equipment, design and specification of vfd's and motor control centers for booster, sludge and decant pumps clarifier spiral rake systems, design and specification emergency/standby & normal power distribution, lighting systems, network lighting control systems, alternative energy- wind and solar systems, grounding-bonding & surge suppression systems, lightning protection systems, fire alarm systems, and energy compliance reports.



Rio Delta Surveying

Rio Delta Surveying is a professional **land surveying** firm dedicated to delivering precise, timely, and comprehensive surveying services across Texas. Led by Mario Gonzalez, a Licensed Professional Land Surveyor in the State of Texas, the firm brings extensive expertise in Land Surveying Project Management, with a strong focus on Boundary Surveys for residential, commercial, and institutional developments. Rio Delta specializes in Topographic and Utility Surveys, Construction Staking, ALTA/NSPS Land Title Surveys, and Subdivision Platting and Layout. The firm also provides Legal Description Preparation, Easement and Right-of-Way Surveys, and UAV/Drone Surveying by a Licensed Remote Pilot. With a commitment to Quality Assurance and Quality Control, Rio Delta ensures compliance with TxDOT and municipal standards, and offers valuable support in Permitting, Agency Coordination, Title Research, and Boundary Resolution.



2.0 PROJECT EXPERIENCE

2025-004
LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

2025

City of Edinburg Headworks Raw Water Pump Project 2022

City of Edinburg
Edinburg, Texas
Owner Representative:
Gerardo Carmona, Jr. P.E., Director of Utilities
Ph: 956.388.8212
E: gcarmona@cityofedinburg.com

Project Cost: $438,000 (Includes $25,000 City Allowance)
NLEW Role: Prime Contractor, Design, Construction Management
Completion Date: 2022

NLEW proudly completed the Wastewater Treatment Plant Headworks Raw Water Pump Replacement Project for the City of Edinburg. This comprehensive project encompassed the installation of a new influent lift station 100 HP submersible pump, electrical wiring, and controls, including a 100 HP VFD with bypass pump controls. Additionally, we replaced certain sections of existing ductile iron piping and check valves to ensure optimal functionality for the new Flygt pump. This project reflects our commitment to delivering efficient and state-of-the-art solutions to meet the city's evolving wastewater treatment needs.





The G. Tim Lawrence Desalination Plant 2019 - 2024

Cinco Municipal Utility District No.1
Katy, Texas
Owner Representative:
Jim Cusack, Board Member
C:713.253.7034
E: jimcusack@juno.com

Project Size: 2.0 MGD RO, 3.8 MGD MF
Project Cost: 2.0 MGD RO ($7 Million); 3.8 MGD MF expansion ($5.5 Million)
NLEW Role: Prime Contractor, Design, Construction Management, System Operations
Completion Date: Actual completed 2018, MF expansion completed 2019; Current Operations

As part of the design of the brackish groundwater desalination facility for the Cinco Ranch MUD No.1, NLEW provided full planning, design, and construction management services for a high capacity transfer pump station integrated with a degasifier system and a concentrate discharge pump station. These pump stations were designed to accommodate phased flow requirements. The transfer pump station was engineered to operate at 1,800 gallons per minute (GPM) during Phase I and up to 3,600 GPM at full buildout, both being 30 horsepower (HP) pumps. The concentrate pump station operates with three 25 HP pumps with a 1,400 GPM capacity each.





To address variable flow conditions, variable frequency drives (VFDs) were incorporated at the transfer pump station, allowing the system to efficiently operate at reduced flows, as low as 530 GPM, without compromising performance or energy efficiency.

Both pump stations were designed with an N+1 redundancy configuration, ensuring operational reliability and maintenance flexibility, providing one standby pump in both the initial and final phases. NLEW's scope also included the civil and structural design of a 16 foot deep fiberglass wetwell, which served a dual purpose as the foundation for the vertical pumps, associated mechanical equipment and piping.

This project highlights NLEW's capability to deliver tailored, efficient, and resilient pump station solutions, from conceptual planning through project management, with careful attention to mechanical, electrical, and civil integration.

Awards: Sustainability Stars West Houston Association, December 2020 Texas Chapter of the American Public Works Association, Sustainability Practices Award, November 2021

Enviro Water Minerals Full Recovery Desalination

Enviro Water Minerals, Inc.
Contact: Tayler C. Montague
Carl Marks Advisors
Phone: 229.630.7856
E: tmontague@carlmarks.com

Project Cost: $45 Million
NL Role: Engineering, design, construction, and operations



The El Paso Full Recovery Desalination plant was designed in conjunction with the Owner, constructed, and managed by NorrisLeal. Overall, the project warranted more than 300 contracts/purchase orders with multiple suppliers. Construction began in February 2016 with completion and start-up in 2017. This aggressive schedule and construction timeline took a commitment and dedicated effort from the entire team of owners, engineers, contractors, and suppliers. The El Paso Facility was designed to use EPWU KBH RO Plant to produce approximately 2.1 MGD of potable water and other streams to produce chemicals. The facility was also to create marketable commodities from the brine, including hydrochloric acid, caustic soda, gypsum and magnesium hydroxide. Plant closed and was sold in Q4 2020.

The World's First Commercial Full Recovery Desalination℠ Plant Awards



2018 Global Water Intelligence Water/Wastewater Project of the Year



2017 Innovative Water Supply Ward Enviro Water Minerals and NorrisLeal

NorrisLeal provided all the construction of the facilities pumping needs. Since the project was a design build, NorrisLeal worked on every pump calculation to ensure all pumps functioning properly. NorrisLeal designed and installed a total of approximately 80 pumps for this project. This included single and dual pump systems for transfer pumps, chemical dosing pumps, water treatment pumps, the cooling system pump skid, and plant lift station for sewer transfer to a local wastewater treatment plant. NorrisLeal was up for the task in dealing with the pump representative and manufacturer to ensure all pumps were checked during start up.

Brui Rural Water Supply Corporation

Bruni Water Supply Corporation (BRWSC) Micro Filtration Arsenic Removal 2021 - 2024

Bruni Rural Water Supply Corporation
Bruni, Texas
Owner Representative:
Alan Garza, Board President
C: 956.333.9945
E: Alan_Garza@kindermorgan.com

Project Size: Two - 2 gpm MF Systems
Project Cost: $4 Million
NLEW Role: Engineering Design and Construction Project Manager
Completion Date: April 2021 – May 2023



USDA Funded project to design a Microfiltration system to remove arsenic from Bruni Rural Water Supply Corporation (BRWSC) well water. BRWSC is a member-owned non-profit corporation and has a water certificate of convenience and necessity (CNN) to provide service to the project area and over 160 connections on their water distribution system. BRWSC utilizes three well water as their source of potable water system and the wells exceed the drinking water standards concentration limits for arsenic. NLEW was engaged by BWSC in 2014 to evaluate their system and design the best available technology for arsenical removal and lower the concentration to drinking water standards.

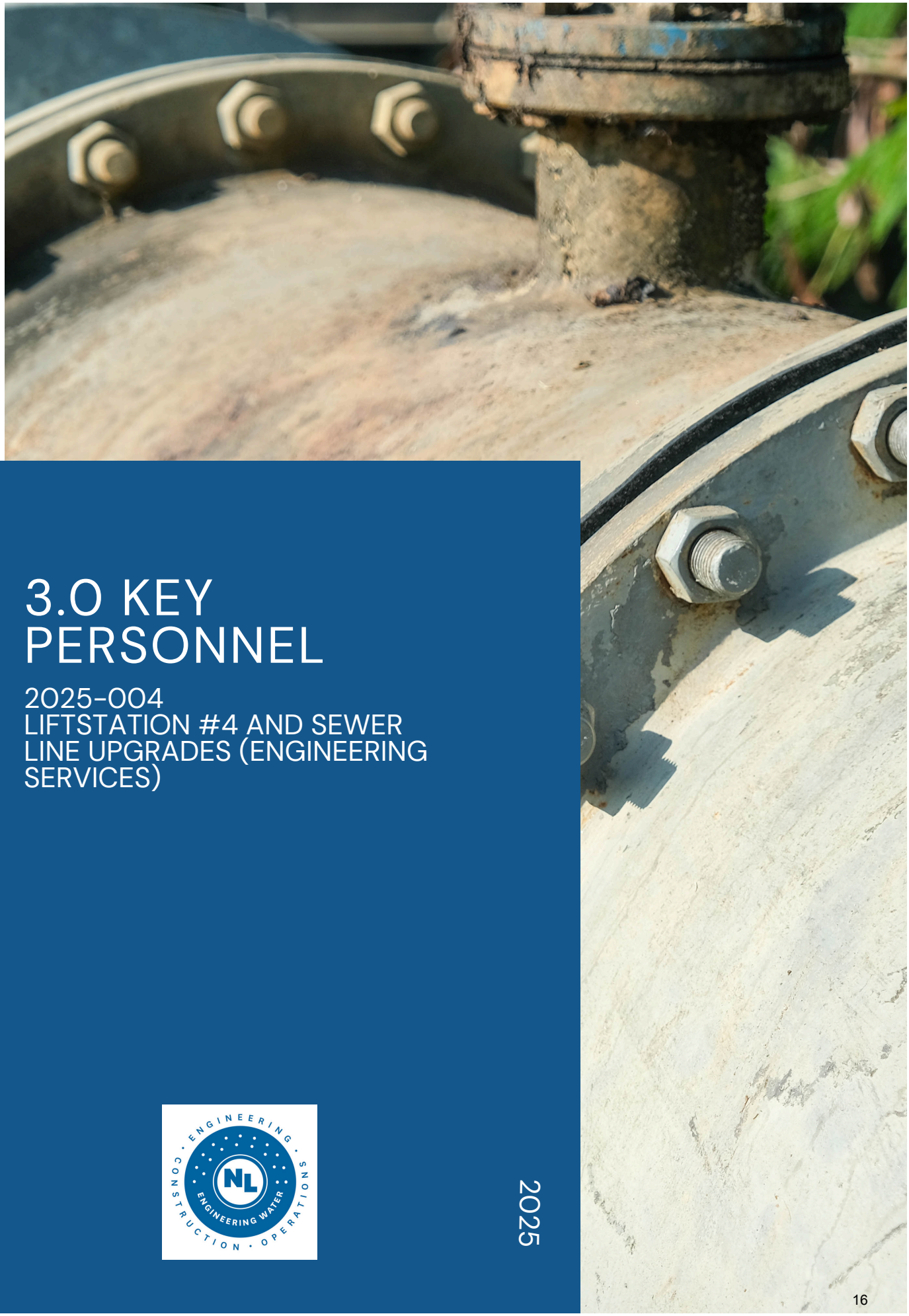
The project is currently under construction and is being funded through USDA grant/loan funding. NLEW assisted Bruni to obtain all required TCEQ Permitting required for construction of the project. **The project includes design and construction of a 3,150-foot square prefabricated metal Operations Building, pretreatment tanks and feed pumps, two 200 GPM MF systems, filtrate tank and filtrate pumps, chlorine gas feed system, sodium bisulfate and caustic soda chemical injection system and civil site works.**

Some of the constraints for NLEW to design and construct was met head on since the beginning of the project. Microfiltration was used to design the filtration system for the town of Bruni. It was required for NLEW to perform piloting for their source water. The constraint was that using part of the water for the pilot would take away water for their system. NLEW was able to work with TCEQ and get approved to treat the water for piloting and placed it back into their system for use of the town. The other constraint was the plant site was very small and limited in space. NLEW had to think outside the box to provide a well-planned water plant design. This allowed successful construction of the water plant and will provide clean potable water for the underserved town of Bruni for many years.

2.1 Client References

Reference	Contact Information
Priscilla Solano-Chapa General Manager Bruni Rural Water Supply Corporation	Phone: 956.489.3292 Email: priscilla.chapa@tx.nacdnet.net
Jim Cusack Board Member Cinco Municipal Utility District No.1	Phone: 713.253.7034 Email: Jimcusack@juno.com
Mayra Gracia Finance Manager Starr Bridge	Phone: 956.487.5606 Email: mayra@starrbridge.com
Carlos Galvan General Manager Laguna Madre Water District	Phone: 956.943.2626 Email: cgalvan@lmwd.org





3.0 KEY PERSONNEL

2025-004
LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

2025

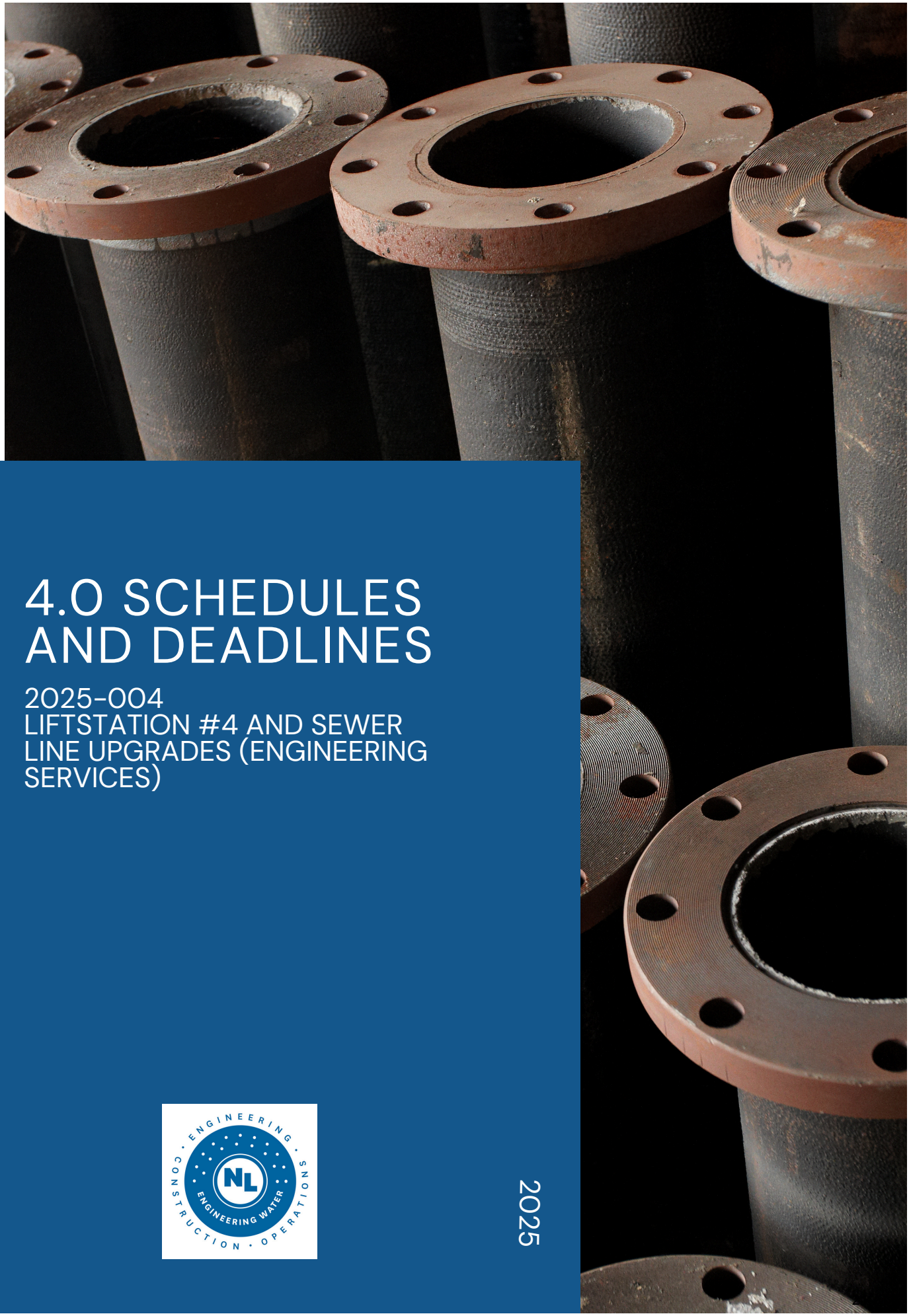
3.0 Key Personnel

Team Member	Value to Agua Special Utility District
Jesus Leal, PE Project Manager | Process Engineer Licensed Professional Engineer: 82006 Texas Firm Registration No. F-14803 C: 956.535.1453	Mr. Leal is one of the Partners for NLEW. He has more than 32 years of experience in the planning, design, construction & construction management, and operations of municipal and industrial water and wastewater facilities, in the United States and abroad. His areas of special expertise include water and wastewater treatment processes as well as membrane treatment systems piloting, design, construction/construction management and operations. Mr. Leal has coordinated several projects with different funding agencies as USDA and TWDB. Mr. Leal earned a MS Environmental Engineering from Texas A&M University, Kingsville and a BS Chemical Engineering from Texas A&M University, College Station.
Jose Leal, PE Senior Project Engineer | Civil Licensed Professional Engineer: 117241 Texas Firm Registration No. F-14803 C: 956.827.0161	Jose Leal,P.E. Jose Leal, PE, is a licensed Professional Engineer in Texas with over 19 years of experience in the civil and environmental engineering field. He has a strong background in planning, design, project management, and construction management for both public and private sector clients, including cities, municipalities, and private companies such as SpaceX. Mr. Leal has led numerous water and wastewater treatment projects across the Rio Grande Valley, encompassing system planning, master planning, rehabilitation, and construction oversight. He has extensive experience coordinating with various funding agencies, including the USDA and the Texas Water Development Board. Mr. Leal is a licensed Professional Engineer in Texas and earned a MS Environmental Engineering and a BS Civil Engineering from Texas A&M University, Kingsville.
Roel Campos, EIT Design Production Texas Firm Registration No. F-14803	Mr. Campos has over 36 years of experience in municipal, industrial water and wastewater projects. Primary roles include assisting engineers in design, analysis, drafting, and preparing engineering and construction documents for water and wastewater treatment plant design, conveyance and distribution system hydraulics including pump station design, drainage system, and thoroughfare/utility facilities. Mr. Campos earned a BS Mathematics from The University of Texas at Brownsville and Texas Southmost College, BA Government & Politics from The University of Texas at Dallas, Drafting and Design Technology Coursework from Texas State Technical College

Armando Sosa, EIT Project Manager Mechanical Review Texas Firm Registration No. F-14803	Armando Sosa, EIT has a bachelor's degree in mechanical engineering. Through his work he has gained expertise in planning, design, project management, manufacturing, and quality control of mechanical components working directly under a Professional Engineer. Mr. Sosa is currently working on water and wastewater treatment projects as an EIT, responsible for hydraulics calculations, design of water and sewer systems, road design and verification of system's compliance with TCEQ, and reviewing plans & specs. Certifications Include: Apprentice electrician. License No. 521191, OSHA, 10-hr Construction Safety and Health, Heath: Adult CPR, Blood Borne Pathogens, Basic First Aid. Mr. Sosa is an E.I.T in Texas and earned a BS Mechanical Engineering from The University of Texas - Rio Grande Valley.
Oscar Rocha Foreman | Constructability Review | Master Electrician TDLR No. 491835 Texas Firm Registration No. F-14803	Oscar Rocha brings over 25 years of construction management experience, primarily in the Rio Grande Valley and private sector, including serving as a construction superintendent for NLEW. His expertise encompasses overseeing on-site project representatives to ensure precise installation and testing of sanitary sewer lines, manholes, and lift stations. Collaborating closely with Project Engineers, Oscar maintains project timelines, reviews contractors' pay requests, and facilitates monthly progress meetings between owners, contractors, and engineers. As an asset to NLEW, Oscar consistently delivers successful outcomes on multiple projects statewide, completing them within schedule and budget. His role as a licensed Master Electrician amplifies his capabilities, allowing us to leverage his expertise fully to drive project success and maintain the highest standards of quality and efficiency.
Fabian Diaz Construction Manager Texas Firm Registration No. F-14803	Mr. Diaz brings over 35 years of construction management experience to the table, with a focus on water and wastewater projects in the Rio Grande Valley and private sector. During his tenure at NLEW, he served as a construction manager, overseeing the on-site project representatives to ensure precise installation and testing of sanitary sewer lines, manholes, and lift stations according to design plans and specifications. He collaborated closely with Project Engineers to maintain project timelines, review contractors' pay requests, and facilitate monthly progress meetings between owners, contractors, and engineers. In his role at NLEW, Mr. Diaz demonstrated strong leadership and coordination skills, ensuring projects were completed on time and within budget. His ability to work directly with project engineers and contractors enabled effective communication and streamlined project execution. With a proven track record of

	success in construction management, Mr. Diaz is committed to delivering high-quality results and driving project success.
Hector Gonzalez Design Technician | Licensed Journeyman Electrician Texas Firm Registration No. F-14803 TDLR No. 566076	With extensive experience throughout Texas, Hector Gonzalez has excelled as a Design Technician for NLEW, specializing in water treatment plant design projects. His expertise spans various areas, including design assistance with pump stations, waterlines, sewer lines, and treatment processes. Additionally, Hector has served as an on-site project representative, ensuring the precise installation and testing of waterlines, sanitary sewer lines, manholes, and lift stations according to design plans and specifications. Collaborating closely with Project Managers, Hector plays a pivotal role in project execution, ensuring on-time completion by reviewing contractors' pay requests, receiving monthly schedule updates, and analyzing daily project reports. With his comprehensive skill set and dedication to excellence, Hector has consistently delivered high-quality results, contributing to the success of numerous projects throughout his career. Furthermore, his status as a licensed Journeyman Electrician further enhances his capabilities, allowing him to provide valuable insights and expertise in project planning and execution.
Tony Nicanor, P.E., LEED AP, SIGMA HN Engineers, PLLC **Electrical Contractor** Texas Registered Professional Engineer No. 108783 Leadership in Energy and Environmental Design	Prior to pursuing his entrepreneurial endeavor with SIGMA in 2012, Tony had been with Halff Associates for more than 6 years. Tony has been the lead electrical and telecommunications engineer for new and renovation projects for commercial, institutional, industrial, and educational facilities. He has worked in numerous school district projects ranging from building renovations to new construction, thermal energy plant expansions, parking lot additions, network operating centers, electronic safety and security-access control and intrusion detection, camera surveillance, data and voice networked-telecommunication infrastructure, audio/video for conference rooms, and TV production video/sound equipment and media infrastructure for school board rooms and football high school stadiums. Mr. Nicanor earned a Master of Science, Electrical Engineering from the University of Texas-Pan-American, 2008 and a Bachelor of Science, Electrical Engineering from the University of Texas Pan-American, 2023.

Jose Mario Gonzalez, RPLS | Rio Delta Surveying **Land Surveyor** Texas Registered Professional Land Surveyor No. 5571	Mr. Gonzalez serves as the Lead Surveyor and President at Rio Delta Surveying and brings over 23 years of specialized experience in land surveying, land development, and project management. His extensive background includes directing survey operations for boundary, topographic, and utility surveys across South Texas, with a strong focus on institutional, municipal, and private development. Mario has successfully led surveying efforts for high-profile projects, including multiple facilities for UTRGV and SpaceX, and is well-versed in construction staking, platting, and regulatory standards required for both urban infrastructure and large-scale site development. Mr. Gonzalez is a licensed Professional Land Surveyor and earned an Associates of Applied Science in Drafting and Design Technology, Texas State Technical Institute, 1989



4.0 SCHEDULES AND DEADLINES

2025-004 LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

2025

4.0 Schedules and Deadlines

NLEW, not only possesses the manpower to swiftly mobilize and complete projects, but our extensive experience and in-depth knowledge of the City of Edinburg positions us to develop the most cost-effective and efficient solutions. With a background in Engineer-led construction and project management projects, we consistently add value to project outcomes. Our cohesive team, boasting two decades of collaborative work, brings unparalleled familiarity with each discipline and team member, ensuring an efficient project delivery.

In alignment with the City of Edinburg's diverse scope of services, NLEW, commits to meeting all deadlines through our proven track record of successful project completions. Our history attests to our commitment to efficiency and timely delivery. Notable projects, such as the Southmost Regional Water Authority Brackish Groundwater Desalination Plant, exemplify our ability to design, manage, and complete a $24 million project in just 14 months, exceeding expectations by starting up in record time and remaining under budget. Similarly, our work with the North Alamo WSC on regional brackish groundwater desalination plants showcased our ability to complete projects ahead of schedule, with one facility in Donna finished five months earlier than anticipated.

In managing the construction of a 700 CFS pumping plant on the Rio Grande for the Cameron County Irrigation District, NLE completed the first component replacement of the river pump station eight months ahead of schedule, demonstrating our commitment to efficiency without compromising on quality. With a proven history of meeting and exceeding project deadlines, NLE, is well-equipped to contribute to the success of the City of Edinburg's projects.



5.0 PREVIOUS EXPERIENCE WITH COE

2025-004 LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

2025

5.0 Previous Experience with City and Similar Projects

Project Highlights - City of Edinburg Water Treatment and Wastewater Projects by NLEW

1. **City of Edinburg Downtown Treatment Plant Filter Control and Valve Replacement Project, 2021**



Description: In 2021, NorrisLeal successfully executed the Downtown Treatment Plant Filter Control and Valve Replacement Project for the City of Edinburg. This crucial initiative involved the replacement of valves within the water treatment plant's section 3 filter gallery. The existing valves, corroded over time, necessitated replacement, and the original controls, dating back to the plant's construction, were outdated. NorrisLeal addressed this by replacing valves, actuators, compressors, and compressed air equipment, along with upgrading electrical controls for existing filter cells. As part of our commitment to quality, we recoated existing piping and meticulously labeled all waterlines with arrows, enhancing the functionality and aesthetics of the filter gallery.

Project Cost: $467,740.00

City of Edinburg Contact: Gerardo Carmona, Jr. P.E., Director of Utilities Ph: 956.388.8212 E: gcarmona@cityofedinburg.com

2. **City of Edinburg Wastewater Treatment Plant Headworks Raw Water Pump Project, 2022**



Description: NorrisLeal proudly completed the Wastewater Treatment Plant Headworks Raw Water Pump Project for the City of Edinburg. This comprehensive project encompassed the installation of a new influent lift station 100 HP submersible pump, electrical wiring, and controls, including a 100 HP VFD with bypass pump controls. Additionally, we replaced certain sections of existing ductile iron piping and check valves to ensure optimal functionality for the new Flygt pump. This project reflects our commitment to delivering efficient and state-of-the-art solutions to meet the city's evolving wastewater treatment needs.



Project Cost: $438,000 (Includes $25,000 City Allowance)

City of Edinburg Contact: Gerardo Carmona, Jr. P.E., Director of Utilities Ph: 956.388.8212 E: gcarmona@cityofedinburg.com



REQUIRED FORMS

2025-004
LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

2025

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2025

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:	
Hub International Insurance Services 1906-B East Tyler Avenue Harlingen, TX 78550	PHONE (A/C, No, Ext): (956) 216-3755	FAX (A/C, No): (956) 428-0730
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Progressive County Mutual	29203
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

NorrisLeal LLC
1222 E Tyler Ave Ste C
Harlingen, TX 78550

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			VRS0007865	12/22/2024	12/22/2025	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
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						SEE ADDL COVERA	$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			990794432	12/22/2024	12/22/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			VES0004845	12/22/2024	12/22/2025	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N / A		0001301956	1/1/2025	1/1/2026	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
A	Professional Liab			VRS0007865	12/22/2024	12/22/2025	Each Claim	1,000,000
A	Pollution			VRS0007865	12/22/2024	12/22/2025	Each Pollution Condi	1,000,000

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

Owners Jesus Leal, Joseph William Norris, David Pettry are owners and excluded under Workers Compensation.

Contractors Pollution Aggregate: $2,000,000
Professional Liability Aggregate: $2,000,000

Hired and Non-Owned Auto Policy # CNO629097400 - CSL $1,000,000/Deductible $5,000

CERTIFICATE HOLDER

Specimen

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

Raul Cabaza III

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hub International Insurance Services	NorrisLeal LLC 1222 E Tyler Ave Ste C Harlingen, TX 78550
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Endorsements

General Liability:
VP E 201(6/22) Virtue Pack Common Policy Conditions includes:
*** Additional Insured included when required by written contract**
*** Primary/Non-Contributory Coverage included when required by written contract**
*** Waiver of Subrogation - included when required by written contract**
Contractors Pollution Liability Occurrence Form: VP E 201(6/22) Virtue Pack Common Policy Conditions includes:
*** Additional Insured included when required by written contract**
*** Primary/Non-Contributory Coverage included when required by written contract**
Professional (Errors & Omissions) Liability Claims Made Form: VP E 201(6/22) Virtue Pack Common Policy Conditions includes:
*** Additional Insured included when required by written contract**

Business Auto Policy includes:
*** Additional Insured - Automatic Status - Included when required by written contract or agreement**
*** Waiver of Subrogation -- Included when required by written contract**

Workers Compensation:
WC420304B - Texas Waiver of Our Right to Recover from Others Endorsement - Blanket Waiver - when required by written contract

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/1/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001301956 of Texas Mutual Insurance Company effective on 1/1/25

Issued to: NORRISLEAL LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/18/24

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

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

Jesus Leal, P.E., Principal
Name of signatory

Jesús Leal
Signature

7/29/25
Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: NL Engineering Water
(Full, correct legal name)

- Address: 1222 E. Tyler Ave, Suite C, Harlingen, Texas 78550
- Telephone/Fax: 956-423-7409
- Email address: jose.leal@norrisleal.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? Harlingen, 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? 3 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 5

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: Jose Leal
Address: 1222 E. Tyler Avenue
Telephone: 956-827-0161
Fax: 956-423-7482
Email: jose.leal@norrisleal.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Jesus Leal, the undersigned representative of

NL Engineering Water, (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.

Jesus Leal

SIGNATURE OF COMPANY REPRESENTATIVE:

Jesus Leal, P.E., Principal

TYPE/PRINT NAME AND TITLE:

7/29/25

DATE:

SENATE BILL 13 VERIFICATION

I, Jesus Leal, the undersigned representative of

NL Engineering Water, (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.

Jesus Leal

SIGNATURE OF COMPANY REPRESENTATIVE:

Jesus Leal, P.E., Principal

TYPE/PRINT NAME AND TITLE:

7/29/25

DATE:

SENATE BILL 19 VERIFICATION

I, Jesus Leal, the undersigned representative of

NL Engineering Water, (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.*

Jesús Leal

SIGNATURE OF COMPANY REPRESENTATIVE:

Jesus Leal, P.E., Principal

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Jesus Leal, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of NL Engineering Water, 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 Jesus Leal

Title Principal

Subscribed and sworn to me this 29th day of July 20 25.

By: Jennifer L Perez

Notary Public Jennifer. L Perez

JENNIFER L. PEREZ
Notary Public, State of Texas
Comm. Expires 02-05-2028
Notary ID 134746122

My commission expires 02-05-2028

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
07/29/25

Company/Vendor Name:
NL Engineering Water

Printed Name and Title:
Jesus Leal, P.E., Principal

Authorized Signatory:
Jesús Leal

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:
2025-1341689

Date Filed:
07/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NorrisLeal LLC
Harlingen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 2025-004
LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jesus Leal, and my date of birth is 09/03/1959.

My address is 1222 E. Tyler Ave. Ste. C, Harlingen (city), TX (state), 78550 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County, State of Texas, on the 29 day of July (month), 2025 (year).

Jesus Leal
Signature of authorized agent of contracting business entity
(Declarant)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2025

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:	
Hub International Insurance Services 1906-B East Tyler Avenue Harlingen, TX 78550	PHONE (A/C, No, Ext): (956) 216-3755	FAX (A/C, No): (956) 428-0730
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
NorrisLeal LLC 1222 E Tyler Ave Ste C Harlingen, TX 78550	INSURER A : Scottsdale Insurance Company	41297
	INSURER B : Progressive County Mutual	29203
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			VRS0007865	12/22/2024	12/22/2025	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
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						SEE ADDL COVERA	$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			990794432	12/22/2024	12/22/2025	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			VES0004845	12/22/2024	12/22/2025	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH)	N / A		0001301956	1/1/2025	1/1/2026	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
A	Professional Liab			VRS0007865	12/22/2024	12/22/2025	Each Claim	1,000,000
A	Pollution			VRS0007865	12/22/2024	12/22/2025	Each Pollution Condi	1,000,000

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

Owners Jesus Leal, Joseph William Norris, David Pettry are owners and excluded under Workers Compensation.

Contractors Pollution Aggregate: $2,000,000
Professional Liability Aggregate: $2,000,000

Hired and Non-Owned Auto Policy # CNO629097400 - CSL $1,000,000/Deductible $5,000

CERTIFICATE HOLDER

Specimen

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

Raul Cabaza III

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hub International Insurance Services	NorrisLeal LLC 1222 E Tyler Ave Ste C Harlingen, TX 78550
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Endorsements

General Liability:
VP E 201(6/22) Virtue Pack Common Policy Conditions includes:
*** Additional Insured included when required by written contract**
*** Primary/Non-Contributory Coverage included when required by written contract**
*** Waiver of Subrogation - included when required by written contract**
Contractors Pollution Liability Occurrence Form: VP E 201(6/22) Virtue Pack Common Policy Conditions includes:
*** Additional Insured included when required by written contract**
*** Primary/Non-Contributory Coverage included when required by written contract**
Professional (Errors & Omissions) Liability Claims Made Form: VP E 201(6/22) Virtue Pack Common Policy Conditions includes:
*** Additional Insured included when required by written contract**

Business Auto Policy includes:
*** Additional Insured - Automatic Status - Included when required by written contract or agreement**
*** Waiver of Subrogation -- Included when required by written contract**

Workers Compensation:
WC420304B - Texas Waiver of Our Right to Recover from Others Endorsement - Blanket Waiver - when required by written contract

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/1/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001301956 of Texas Mutual Insurance Company effective on 1/1/25

Issued to: NORRISLEAL LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/18/24

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.

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
07/29/25

Company/Vendor Name:
NL Engineering Water

Printed Name and Title:
Jesus Leal, P.E., Principal

Authorized Signatory:
Jesús Leal

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: NL Engineering Water
(Full, correct legal name)

- Address: 1222 E. Tyler Ave, Suite C, Harlingen, Texas 78550
- Telephone/Fax: 956-423-7409
- Email address: jose.leal@norrisleal.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? Harlingen, 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? 3 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 5

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: Jose Leal
Address: 1222 E. Tyler Avenue
Telephone: 956-827-0161
Fax: 956-423-7482
Email: jose.leal@norrisleal.com

8. Surety Information

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

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Jesus Leal, the undersigned representative of

NL Engineering Water, (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.

Jesus Leal

SIGNATURE OF COMPANY REPRESENTATIVE:

Jesus Leal, P.E., Principal

TYPE/PRINT NAME AND TITLE:

7/29/25

DATE:

SENATE BILL 13 VERIFICATION

I, Jesus Leal, the undersigned representative of

NL Engineering Water, (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.

Jesus Leal

SIGNATURE OF COMPANY REPRESENTATIVE:

Jesus Leal, P.E., Principal

TYPE/PRINT NAME AND TITLE:

7/29/25

DATE:

SENATE BILL 19 VERIFICATION

I, Jesus Leal, the undersigned representative of

NL Engineering Water, (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.*

Jesús Leal

SIGNATURE OF COMPANY REPRESENTATIVE:

Jesus Leal, P.E., Principal

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Jesus Leal, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of NL Engineering Water, 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 Jesus Leal

Title Principal

Subscribed and sworn to me this 29th day of July 20 25.

By: Jennifer L Perez

Notary Public Jennifer. L Perez

JENNIFER L. PEREZ
Notary Public, State of Texas
Comm. Expires 02-05-2028
Notary ID 134746122

My commission expires 02-05-2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

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

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

Jesus Leal, P.E., Principal

Name of signatory

Jesús Leal

Signature

7/29/25

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.

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

[QUINTANILLA, HEADLEY & ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Quintanilla, Headley & Associates, Inc. Response

CONTACT INFORMATION

Company:
Quintanilla, Headley & Associates, Inc.

Email:
normaq@qha-eng.com

Contact:
Norma Quintanilla

Address:
124 E. Stubbs
Edinburg, TX 78539

Phone:
(956) 381-6480

Website:
N/A

Submission Date:
Jul 28, 2025 3:23 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

PROPOSAL.pdf

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

LICENSE_95534.pdf
LICENSE_77062.pdf
LICENSE_120016.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

WCOMP_CERTIFICATE_OF_INSURANCE.pdf
AUTO_&_GENERAL_CERTIFICATES_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

COI.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

NONCOLLUSION_AFFIDAVIT_OF_PRIME_BIDDER.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

COI.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

Yes

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.

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

Alfonso Quintanilla, P.E. R.P.L.S.

President

Summary

Mr. Quintanilla has been a licensed professional engineer since 2005. Since then, he has managed and performed numerous civil engineering designs in the areas of roadway design, drainage system design, wastewater collection design, water distribution system design, storm sewer design, drainage studies, and utility coordination. He has performed several engineering projects for Hidalgo County, City of Edinburg, City of Alamo, City of Mission, and City of Alton in the past 19 years and has completed all projects on time and within budget.

Relevant Experience

City of Edinburg:
FM 1017 Waterline Relocation

City of Edinburg:
Edinburg Arena-Water distribution system

City of Edinburg:
Oakview Center-Water distribution system

Instituto Tecnologico de Estudios Superiores, Monterrey, N.L. Mexico

- Bachelor of Science in Civil Engineering, 1984

Licensed Professional Engineer, Texas - No. 95534
Registered Professional Land Surveyor, Texas - No. 4856

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.

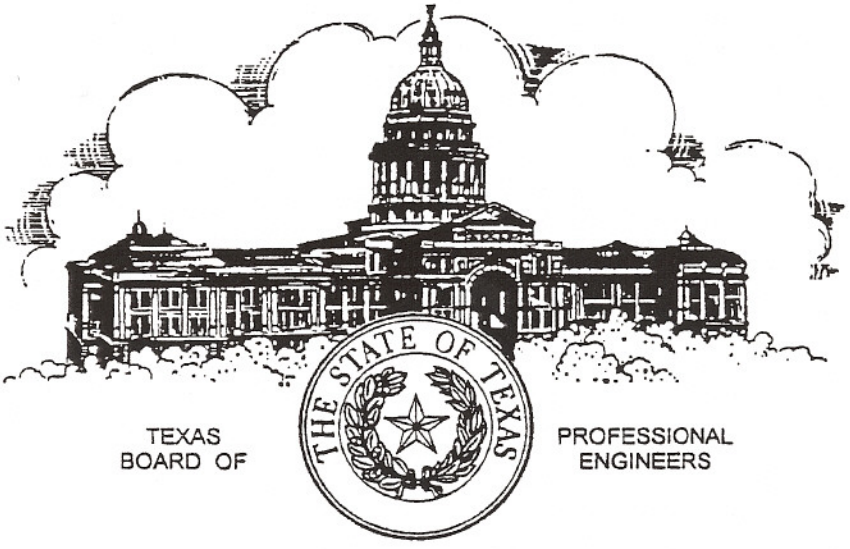
Boundary Survey	Survey Plats	Property Legal Descriptions	Right of Way Mapping	Topographic Survey
Utility Location Survey	Construction Survey	Roadway Design	Water Distribution System Design	Wastewater Collection System Design
	Storm Sewer Design	Land Development Design	Utility Coordination	

Related Projects

City of Edinburg
Owassa Sewer Improvements

City of Edinburg
Edinburg Arena

City of Edinburg
Oakview Center



TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

ALFONSO QUINTANILLA

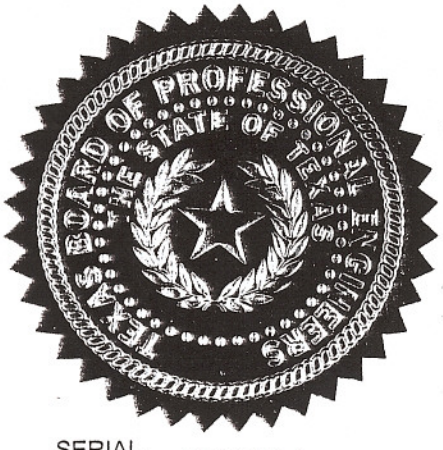
HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

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. Radeburg

BOARD SECRETARY

BOARD OF REGISTRATION FOR

THE STATE OF TEXAS

PROFESSIONAL ENGINEERS

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

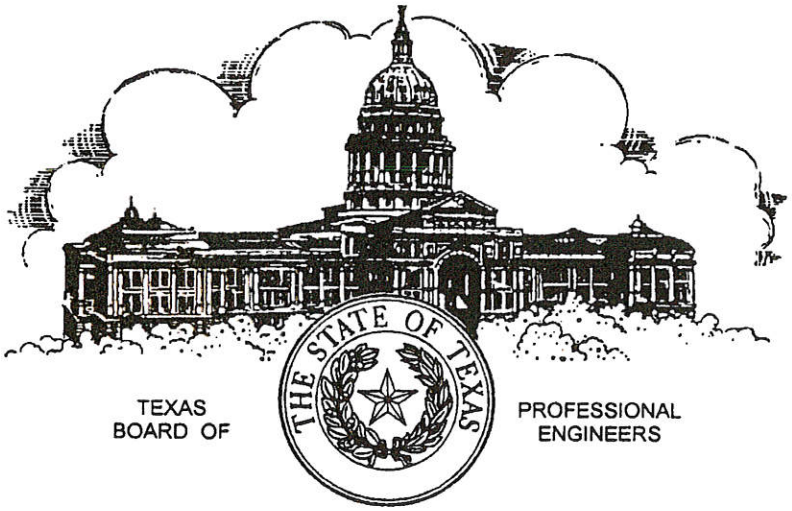
STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

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.



BOARD CHAIR

Carry A. Baker

BOARD SECRETARY

SERIAL NUMBER **120016**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

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: Phyllis Constantino	
MEDALLION INSURANCE SERVICES PO Box 97089 Charlotte NC 28271	PHONE (A/C, No, Ext): (704) 256-6000	FAX (A/C, No): (704) 256-6001
	E-MAIL ADDRESS: phyllis@medallioninsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Quintanilla, Headley & Associates Inc 124 E Stubbs St Edinburg TX 78539	INSURER A : Hartford Fire Insurance Co	19682
	INSURER B : Liberty Insurance Underwriters	19917
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2491210932 **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 [blank]	$ $ $ $ $ $ $
	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) [blank]	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
A	**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		22WBCCR5365	10/11/2024	10/11/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY CLAIMS-MADE			AEX102122-0008	09/19/2024	09/19/2025	EACH 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)

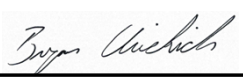
CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr
PO Box 1079
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2025

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
State Farm
JUAN CAZARES
1408 S CLOSNER BLVD
EDINBURG,TX 78542

CONTACT NAME: ANA VASQUEZ
PHONE (A/C, No, Ext): 956-381-0928 FAX (A/C, No): 956-318-1718
E-MAIL ADDRESS: ANA.M.VASQUEZ.VAE3RP@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
QUINTANILLA, HEADLY & ASSOCIATES
124 E STUBBS ST
EDINBURG, TX 78539-4551

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUB 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:							$
A	AUTOMOBILE LIABILITY	Y	Y	385 4364-B06-53	02/06/2025	08/06/2025	COMBINED SINGLE LIMIT (Ea accident)	$
	☒ ANY AUTO			459 2235-C25-53	03/25/2025	09/25/2025	BODILY INJURY (Per person)	$ 500,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			0001523-SFX-53	06/30/2025	12/31/2025	BODILY INJURY (Per accident)	$ 500,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2025

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
StateFarm
JUAN CAZARES
1408 S CLOSNER BLVD
EDINBURG, TX 78542

CONTACT NAME: ANA VASQUEZ
PHONE (A/C, No, Ext): 956-381-0928 FAX (A/C, No): 956-318-1718
E-MAIL ADDRESS: ANA.M.VASQUEZ.VAE3RP@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C : State Farm Fire and Casualty Company	25143
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
QUINTANILLA, HEADLY & ASSOCIATES
124 E STUBBS ST
EDINBURG, TX 78539-4551

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	90-A0-B134-6	03/26/2025	03/26/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	375 7815-B13-53	02/13/2025	08/13/2025	COMBINED SINGLE LIMIT (Ea accident)	$
				0001522-SFX-53	06/30/2025	12/31/2025	BODILY INJURY (Per person)	$ 500,000
				456 5528-B12-53	02/12/2025	08/13/2025	BODILY INJURY (Per accident)	$ 500,000
				460 8519-D27-53	04/27/2025	10/27/2025	PROPERTY DAMAGE (Per accident)	$ 500,000
								$
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	90-EJ-3010-1	03/26/2025	03/26/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.**

Quintanilla, Headley & Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

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 ☒ xxx 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 ☒ xxx 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 ALFONSO QUINTANILLA 3-19-25

Signature of vendor doing business with the governmental entity — Date

VG-1257-2025-3631550

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3631550

Recorded On: March 19, 2025 01:41 PM

Billable Pages: 1

Number of Pages: 2

CONFLICT OF INTEREST

*****Examined and Charged as Follows*****

Total Recording: $ 35.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No:	3631550
Receipt No:	20250319000275
Recorded On:	March 19, 2025 01:41 PM
Deputy Clerk:	Elisa Castillo
Station:	CH-1-CC-K32

Record and Return To:

Quintanilla & Headley & Associates
124 E. Stubbs
original returned to customer
Edinburg TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED In the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Quintanilla, Headley & Associates, Inc.
(Full, correct legal name)

- Address: 124 E. Stubbs St. Edinburg Tx 78539
- Telephone/Fax: (956) 381-6480
- Email address: alfonsoq@qha-eng.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No ✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes ✓ No____

4. Where is the Company's corporate headquarters located? Edinburg Tx

5. a. Does the Company have an office located in Edinburg, Texas? Yes ✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 38 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 21

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No ✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Alfonso Quintanilla
Address: 124 E. Stubbs St Edinburg Tx 78539
Telephone: (956) 381-6480
Fax: _____
Email: alfonsoq@qha-engcom

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.
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Alfonso Quintanilla, the undersigned representative of

Quintanilla, Headley & Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Alfonso Quintanilla, President

TYPE/PRINT NAME AND TITLE:

7/28/25

DATE:

SENATE BILL 13 VERIFICATION

I, Alfonso Quintanilla, the undersigned representative of

Quintanilla, Headley & Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Alfonso Quintanilla, President

TYPE/PRINT NAME AND TITLE:

7/28/25

DATE:

SENATE BILL 19 VERIFICATION

I, Alfonso Quintanilla, the undersigned representative of

Quintanilla, Headley & Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 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:

Alfonso Quintanilla, President

TYPE/PRINT NAME AND TITLE:

7/28/25

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Alfonso Quintanilla, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Quintanilla, Headley & Assoc, 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 President

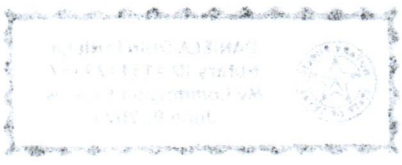
Subscribed and sworn to me this 28th day of July 2025.

By: _____

Notary Public

DANIELA QUINTANILLA
Notary ID #131129367
My Commission Expires
June 9, 2029

My commission expires 6-9-29



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).

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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.**

Quintanilla, Headley & Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

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 ☒ xxx 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 ☒ xxx 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 ALFONSO QUINTANILLA 3-19-25

Signature of vendor doing business with the governmental entity — Date

VG-1257-2025-3631550

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3631550

Billable Pages: 1

Recorded On: March 19, 2025 01:41 PM

Number of Pages: 2

CONFLICT OF INTEREST

*******Examined and Charged as Follows*******

Total Recording: $ 35.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No:	3631550
Receipt No:	20250319000275
Recorded On:	March 19, 2025 01:41 PM
Deputy Clerk:	Elisa Castillo
Station:	CH-1-CC-K32

Record and Return To:

Quintanilla & Headley & Associates
124 E. Stubbs
original returned to customer
Edinburg TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED In the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[RAKOWITZ ENGINEERING, LLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Rakowitz Engineering, LLC Response

CONTACT INFORMATION

Company:
Rakowitz Engineering, LLC

Email:
walt@rak-eng.com

Contact:
Walt Rakowitz

Address:
515 W. Oaklawn, Suite A
Pleasanton, TX 78064

Phone:
(830) 281-4060

Website:
www.rakowitzengineering.com

Submission Date:
Jul 29, 2025 9:34 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Statement_of_Qualifications_-_Rakowitz_Engineering_LLC.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

City_of_Edinburg_7-29-2025_(1).pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(4).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_(1).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_(1).pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

07032027_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf

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

EST. 2006

RAKOWITZ

Engineering & Surveying

TEXAS



STATEMENT OF QUALIFICATIONS

City of Edinburg
Liftstation # 4 and Sewer Line Upgrades

RAKOWITZ
Engineering & Surveying

Your vision.
Your partner.

July 22, 2025

City of Edinburg
Attn: Gerardo Carmona, Director of Utilities
415 W. University Blvd.
Edinburg, Texas 78541

Re: Your Vision – Qualifications for – Engineering Services

Dear Mr. Carmona,

Your vision. Your partner. At Rakowitz Engineering & Surveying, we're dedicated to making the goals put forth by your team a reality. With more than 18 years of community-focused service, we know the vital balance between preserving hometown values and driving sustainable growth.

Our mission prioritizes every dollar spent, preserving your community's heritage while promoting forward-thinking growth. Our extensive experience in land development, utility projects, grant processes and municipal projects equips us to be your ideal collaborator.

We've cultivated strong relationships with key Texas government entities, including San Antonio River Authority, Atascosa, Wilson and surrounding counties, The Rio Grande Valley and multiple cities, successfully partnering to bring positive growth to the community. While our office locations may be close to the San Antonio area, we have experience in the lower Rio Grande Valley. We have worked on projects in Brownsville, San Manuel, Port Isabel, McAllen and Hidalgo. As a part of those projects we have worked with the local drainage districts and TxDOT offices. What distinguishes us is our unwavering commitment to providing exceptional value for your investment, offering personal attention and ensuring rapid responses when you need us most.

Enclosed, you'll find comprehensive details about our qualifications, our team's impressive resumes and examples of past projects that showcase our capabilities. Thank you for considering Rakowitz Engineering & Surveying – we stand ready to bring your unique vision to life.

For inquiries or further information, please contact us at 830-281-4060. We're excited to connect with you, share ideas and co-create a bright future together.

With genuine enthusiasm,

Bradley A. Koether, P.E.
Vice President
Rakowitz Engineering & Surveying
830-281-4060

SECTION 1

Firm Profile

SECTION ONE

FIRM PROFILE

Firm History

Our story began when Walt Rakowitz, a dedicated South Texan, left the San Antonio River Authority more than 18 years ago to create a firm committed to community transformation. We have since grown into a team of professionals specializing in various aspects of engineering, including master planning, commercial grading, street design, utility, sewer, water design and surveying. While our roots are deeply embedded in South Texas, we adapt our expertise to meet the unique needs of each client and project. Whether a project involves master planning, infrastructure or surveying, we're ready to tailor our services and deliver quality.

Firm Philosophy

Rakowitz Engineering & Surveying embodies the spirit of community service, which has led to sustained progress, loyal repeat clients and a wealth of positive references. We believe in preserving heritage while fostering growth, recognizing that each community holds a distinctive blend of history and future potential. We're passionate about collaborating with you to strike the right balance, ensuring your community's character and history are cherished as you work towards prosperity.

OUR SERVICES

ENGINEERING

Transportation Design
Utility Extensions
Grant Projects
Developer Plan Review
Water Well/Plant Design
Capital Improvement Plans
Master Planning
Project Management
Resident Project Representative (RPR)

SURVEYING

Land Title Surveys
Subdivision Platting
Boundary Surveys
Easements Descriptions
As-Built Surveys
Form Surveys
Topographic Surveys
ALTA Surveys
Construction Staking
Tree Surveys
Improvement Surveys
Engineering Design Surveys
FEMA Elevations Certificates
Lease Surveys
Well Surveys

LAND DEVELOPMENT

Roadway
Platting
Grading
Access
Drainage & Detention
Site Layout
Utilities
Residential Subdivisions
Commercial Developments

Firm Capabilities

While Rakowitz Engineering & Surveying was recently recognized as one of the Top 25 Largest San Antonio Civil Engineering Firms by the *San Antonio Business Journal*, our team has less than 20 employees, maintaining the agility and personalized service of a smaller firm. Most of our staff comes from even larger firms in San Antonio, providing us the expertise of working in an established regional firm, but with the ability to offer the focused and attentive service of a local partner.

4	Professional Engineers (PEs)
2	Engineers-in-Training (EITs)
2	Registered Land Surveyors (RPLSs)
3	Administrative Staff



We provide unwavering commitment to providing exceptional value for your investment, offering personal attention and ensuring rapid responses when you need us most.

Responsive Service

At Rakowitz Engineering & Surveying, we understand project issues can arise. Our commitment to providing exceptional service means we respond swiftly to address any issues that may negatively impact the design or construction schedule. We believe the level of service we provide is of paramount importance and responsiveness is key. Every issue is thoroughly evaluated, and our response time is tailored to meet the specific needs of each situation.

Subconsultant Network

With a combined 159 years of industry experience, we have cultivated an extensive network of consultants who cover a wide spectrum of technical expertise. Our areas of specialization include architectural, environmental, traffic, geotechnical, structural, mechanical, electrical, plumbing, landscape and irrigation. In addition, we provide services related to Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revisions (CLOMR)/Letter of Map Revisions (LOMR) and more. When a project calls for a full-service team, our established relationships enable us to quickly engage services and qualified professionals.

Women-Owned Business Enterprise (WBE)

Rakowitz Engineering and Surveying is a Women-Owned Business (WBE) as well as Small Business Enterprise (SBE) and Emerging Small Business Enterprise (ESBE). If selected as a prime provider to the County all of the work performed by Rakowitz Engineering and Surveying will be WBE.

SECTION 2

Project Approach

SECTION TWO

PROJECT APPROACH

Understanding Your Needs

At Rakowitz Engineering & Surveying, we initiate every project by collaborating closely with the client – whether a city, municipality or developer. During the feasibility stage, our first step is to work with you to identify and assess the scope of work that is either requested or critically needed. We excel in the preliminary evaluation and conceptualization of project requirements, including preliminary cost estimating and design. We take great care in compiling all necessary documentation to support your project request, ensuring your application is thorough and compelling and making certain the design team and client have a shared understanding and vision for the project.

Comprehensive Approach

Rakowitz Engineering & Surveying expertly handles the surveying aspect, if required, in addition to conducting both the preliminary and final design of the project. Our comprehensive approach extends to the bid and construction phase of a project, including preparing the bid packet, overseeing the bidding process and skillfully selecting the right contractors to bring your vision to life. Our construction phase services include construction staking, inspection, as-builts and serving as the Owner's Representative and Resident Project Representative (RPR).

> *From start to finish, we accompany you every step of the way to make certain your project is delivered successfully.*

Unmatched Grant Expertise

The Rakowitz Engineering & Surveying engineering team has extensive experience in grant-funded projects, having worked on a multitude of different grant types, including:

- U.S. Department of Agriculture (USDA)
- Texas Department of Agriculture (TDA)
- General Land Office (GLO) Hazard Mitigation
- U.S. Department of Housing and Urban Development HOME Investment Partnerships Program (HOME Program or HOME)
- Federal Emergency Management Agency (FEMA)
- Hazard Mitigation Grant Program (HMGP)
- Community Development Block Grants (CDBG)

We understand the intricacies of navigating grant funding processes, and we are ready to guide you through every aspect of the journey. Drawing from our successful track record, we have established strong relationships with grant administrators, further enhancing our ability to secure and manage grants effectively.

A Partner in Success

We understand every project is a collaborative journey. From start to finish, we accompany you every step of the way to make certain your project is delivered successfully, meeting and exceeding expectations. This includes observing all necessary field testing, conducting inspections and closely monitoring contractor progress and meticulously reviewing payment schedules. We are committed to seeing your project through to its completion and your utmost satisfaction.



PROJECT SUCCESS

Quality, Efficiency & Innovation

Quality Assurance

We consider the cornerstone of project success to be the unwavering commitment to quality. We've implemented rigorous quality assurance/quality control (QA/QC) measures, adopting the stance "make a list and check it twice." This method has been instrumental in delivering consistent and reliable quality for all our design plans. Our dedication to excellence is prevalent in our deliverables serving as tangible proof of the effectiveness of our QA/QC Program. For more information, please see our detailed QA/QC Program on the following page.

Developing & Maintaining Schedules

We understand projects often come with unique challenges, and there may be special needs that require accelerated schedules. While it's natural for clients to prefer immediate project readiness, we acknowledge it's not always a practical reality. From many lessons learned, we know the most powerful tool for ensuring efficiency and timely project delivery is communication. By working closely with our clients, we identify critical paths and prioritize key components of each project, allowing us to effectively meet final deadlines. Our flexible approach gives space for unforeseen circumstances and allows delivery to remain on track.

Value Engineering

At Rakowitz Engineering & Surveying, value engineering is seen as a core opportunity for all our projects. We take pride in our ability to deliver solutions that not only meet design requirements, but also address the specific needs of small towns and developers who may not have the resources for elaborate designs. Our commitment to "out of the box" thinking enables us to create practical, successful and cost-effective solutions. We are continuously exploring new avenues to bring creativity to your projects, enhancing their success and impact.

Team Player

We pride ourselves on being more than just another engineering firm. Our collaborative spirit ensures that we work seamlessly with contractors and stakeholders to address concerns promptly and keep projects on track. We value input from all parties involved, responding quickly to calls, concerns, and suggestions. When issues arise, we resolve them efficiently to maintain progress and foster a cooperative, team-oriented environment.

QUALITY ASSURANCE & QUALITY CONTROL

Our Commitment to Excellence

QA/QC measures are integral to ensuring the highest quality of work and maintaining a commitment to continuous improvement. At Rakowitz Engineering & Surveying, excellence is not just a goal, it's an expectation we uphold on every project.

Common-Sense Principles

Our approach to QA/QC is rooted in common-sense techniques and principles. We firmly believe in the practice of "nothing leaves the office without being checked twice." This fundamental approach ensures no detail is overlooked. Additionally, we implement a robust peer-review system to identify possible errors or conflicts. Every plan undergoes a review from another engineer before it is approved and sealed. While we aim for error-free plans, but acknowledge we are not immune to making mistakes. Every project is a learning opportunity and we continually strive to enhance our QA/QC processes. In such cases, our firm maintains an open and cooperative approach when working with clients and contractors, actively listening to suggestions and fostering a positive working relationship to promptly resolve conflicts.

Integrated Project Management and Accounting Systems

Rakowitz Engineering & Surveying employs an integrated project management and accounting software system, called BQE Core, which automatically reflects employee activities, such as time sheets and payroll, resulting in continuously up-to-date data to maintain each and every project.

Our team is supported by in-house staff members who bring expertise in RPR responsibilities. As an RPR, we act as a liaison between the client and the contractor, making certain projects progress according to the specifications, budget and schedule. In addition to our internal processes, the Rakowitz Engineering & Surveying team has extended our expertise by providing project management training to key staff from external project management consultant firms.



Environmental Expertise

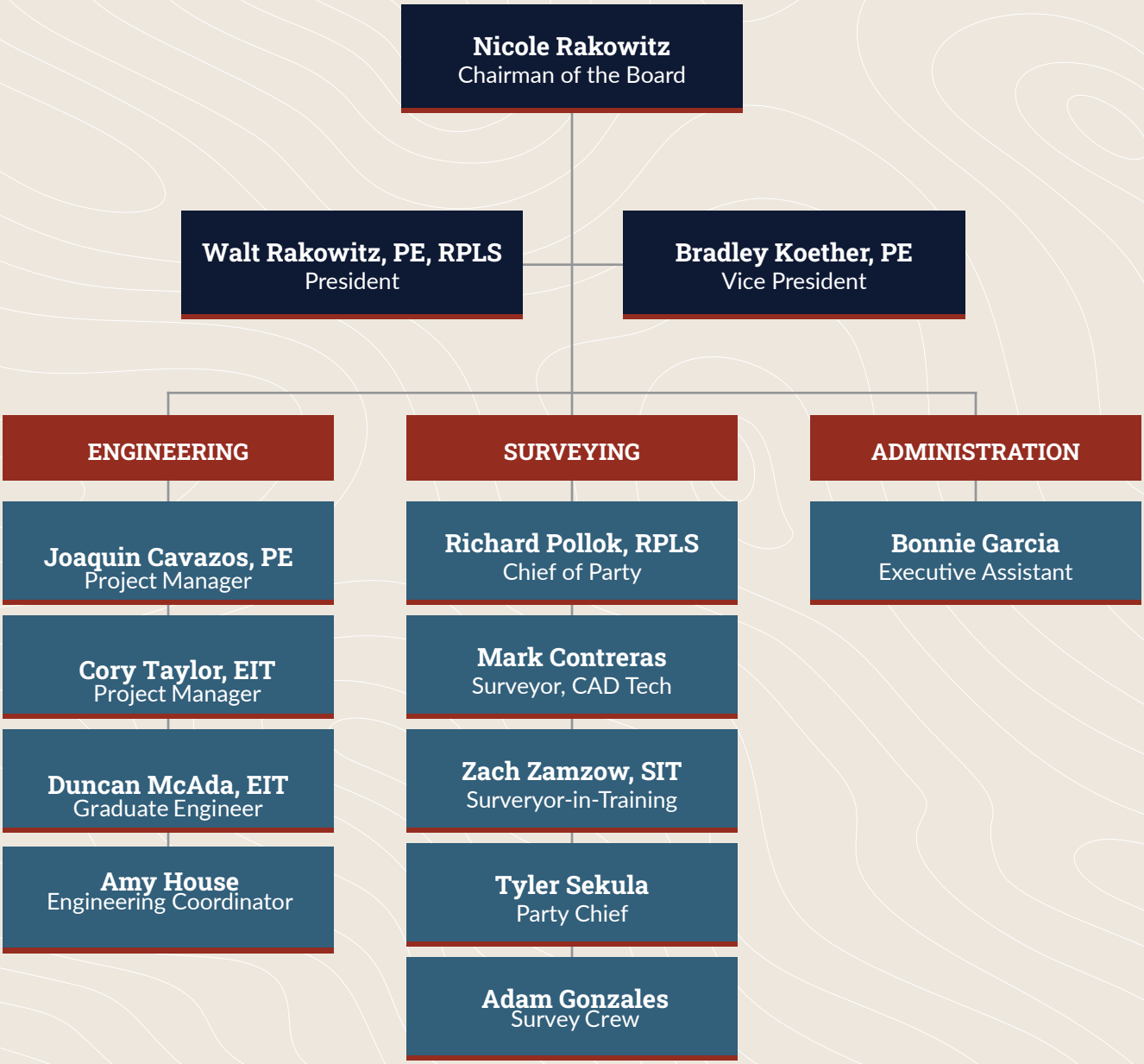
Our firm is well-versed in current environmental regulations and collaborates closely with agencies, such as the Texas Commission on Environmental Quality (TCEQ) and Texas Department of Transportation (TxDOT). Many of our team members bring valuable experience in working on sensitive areas, such as the Edwards Aquifer Recharge, Transition and Contributing Zones. We are deeply familiar with best management practices to deliver projects that align with environmental standards and considerations.

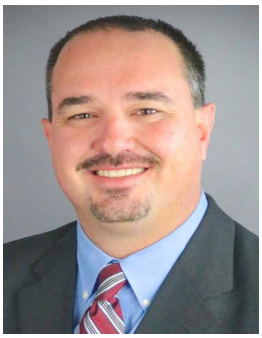
SECTION 3

Project Team

SECTION THREE

PROJECT TEAM





WALT RAKOWITZ, PE, RPLS

PRESIDENT

Mr. Rakowitz has dedicated his career to South and Central Texas. As President of Rakowitz Engineering, he oversees business operations and staff while actively engaging with projects and clients. His experience spans utility systems, commercial and residential developments, energy sector projects, traffic control and structural engineering. This diverse background equips him to tackle a wide array of client challenges. Additionally, as a registered professional land surveyor, he has expanded the firm's capabilities to include in-house surveying services.

YEARS OF EXPERIENCE

23 years

EDUCATION

Bachelor of Science, Agriculture Engineering, Texas A&M University

LICENSES

Registered Professional Engineer, TX No. 96536

Registered Professional Land Surveyor, TX No. 6435

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers, Vice President of Programs

Texas Society of Professional Surveyors, Member

Relevant Project Experience

Atascosa County Engineer

Atascosa County | Atascosa County, TX

Rakowitz has served as County Engineer for Atascosa County for years, specifically serving as on-call for needed projects, such as drainage crossing improvements, plat and plans review, construction inspections and grant support. Additionally, we have provided surveying services when needed for the County.

Bonita Vista Subdivision

Bonita Investments, LLC | Pleasanton, TX

Rakowitz designed a 150-lot subdivision, with approximately 1/3-acre lots, to be built in three phases. The firm performed the design of streets, drainage, water, sanitary sewer, platting and conducted all construction inspections.

City of Poteet

City of Poteet | Poteet, TX

For more than 10 years, Rakowitz performed multiple projects for the City of Poteet, including two new water wells, a new ground storage tank, renewing the permit for the wastewater treatment plant, rehab pumps for a lift station, five miles of new water main, an emergency interconnect with adjacent water company, emergency generator and a SCADA system. The majority of these projects were paid for using grants from USDA, TDA and other sources.

Fountains at Bonita Creek Apartments

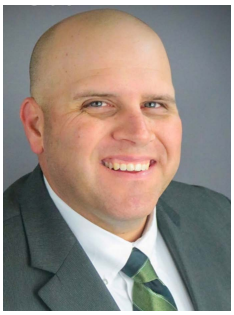
The Fountains at Bonita Creek LLC | Pleasanton, TX

The Fountains at Bonita Creek is a new, 108-unit residential apartment complex. Rakowitz was responsible for all survey and civil services, including grading, paving, utility and fire prevention plans.

Karnes Electric Cooperative Headquarters and Member Services Center

Karnes Electric Cooperative | Karnes City, TX

Karnes Electric's new headquarters in Karnes City and Member Services Center in Pleasanton featured new office and warehouse spaces. Rakowitz performed all surveying, platting and design of grading, paving, drainage and utilities for both sites and designed necessary improvements for TxDOT access.



BRADLEY A. KOETHER, PE

VICE PRESIDENT

Mr. Koether brings more than 20 years of land development experience in South and Central Texas. He oversees the firm's engineering and survey departments, managing commercial, residential, institutional, industrial and municipal projects. As the primary client contact, he ensures seamless project coordination and handles permitting with local, state and federal agencies. Mr. Koether's expertise spans residential and commercial developments, as well as municipal, institutional and educational projects. He has extensive experience with CDBG, USDA, GLO and HMGP-funded initiatives and specializes in comprehensive water system design from master planning through construction.

YEARS OF EXPERIENCE

20 years

EDUCATION

Bachelor of Science, Civil Engineering, The University of Texas at San Antonio

LICENSES

Registered Professional Engineer, TX No. 105048

TRAINING

American Council of Engineering Companies San Antonio, Project Manager Practitioner Program

Leadership Focal Points Training

Relevant Project Experience

Atascosa Health Center
Atascosa Health Center | Pleasanton, TX

Rakowitz has supported the Atascosa Health Center for more than 10 years, designing new health centers in Pleasanton, Karnes City, Wilson County and Three Rivers. These projects feature a 10,000-SF medical office building with associated parking lots, curbs, utilities and stormwater management.

City of Poteet/McCoy Emergency Interconnect CDBG
City of Poteet | Poteet, TX

This project involved upgrading water lines to provide an emergency interconnection between two water systems. Rakowitz designed 6,375 LF of 6-inch water main to provide interconnection between the water supplies and redundancy for the neighboring water systems. As part of the interconnection, we designed an intricate meter bank with valves for bidirectional water flow and usage metering. Rakowitz prepared construction plans and bidding documents, evaluated prospective contractors, provided construction phase services and served as the surveyor on the project.

Ford of Pleasanton
FOP1, LLC | Pleasanton, TX

The scope of work included comprehensive surveying and civil engineering design services for the site layout, dimension plan, paving, grading, drainage and utility plan for water and TxDOT driveway coordination. Rakowitz provided construction phase services once construction commenced.

Three Oaks Water Supply Company
Three Oaks Water Supply Company | Floresville, TX

Rakowitz surveyed the well site and planned a route across neighboring properties to connect the new well to the existing plant. We drilled a new municipal water well approximately 2,500-feet deep into the

Carrizo Aquifer, using a naturally developed pipe-based screen system. Coordination with the TCEQ and the Evergreen Underground Water District ensured necessary approvals and permits.

San Antonio Independent School District (ISD) 2017 Bond - Thomas Edison High School

PBK | San Antonio, TX

Rakowitz provided civil engineering services, including renovating the primary gym, expanding and renovating the secondary gym and fine arts building, and demolishing and constructing a new field house. Our scope encompassed site, grading, paving, utility, fire protection, drainage and erosion control plans, as well as permit coordination. Rakowitz effectively managed construction administration, navigating challenges with outdated campus records to coordinate utility tie-ins and installations.

Jourdanton ISD Bond

Jourdanton ISD | Jourdanton, TX

Rakowitz provided surveying and civil engineering services for three bond packages, encompassing an agricultural science facility with seven metal buildings, parking lots, driveways, utilities and a stormwater detention basin. Additionally, we designed a new transportation facility for the district's operations, including bus storage, parking, utilities and fencing. Our team also managed surveying and civil engineering tasks for multiple new facilities and campus-wide enhancements, including site planning, drainage design and coordination with local authorities and TxDOT for permitting, as well as integration of new storm drainage infrastructure across the campus supported construction in all phases.

The University of Texas at San Antonio (UTSA) ADA

The University of Texas at San Antonio | San Antonio, TX

This project included survey, design and construction administration services, encompassing enhancements to ADA accessibility at UTSA's main and downtown campuses. We designed improvements at 17 locations, including two major sidewalk ramps on main pedestrian routes.

The Timbers Subdivision

Oaks Subdivision, LLC | Wilson County, TX

Rakowitz conducted boundary and design survey services, as well as all civil engineering and permitting tasks for The Timbers, a gated, single-family residential subdivision. Given the existing floodplain conditions, we completed a corrected effective flood study and a letter of map revision study for FEMA following the construction of a large box culvert crossing.

TexBest Travel Centers

La Lomita/TexBest | Various Locations, TX

Design plans were developed for this project which included site layout, grading, paving, fire protection, utilities, civil details and erosion control, with oversight extending into the construction phase. Locations include Jourdanton, Elmendorf, New Braunfels, Von Ormy, Uvalde, San Manuel and Brownsville.

SECTION 4

Project Portfolio









As-Needed Engineering Consultant

Atascosa County, TX

Rakowitz Engineering's long-standing partnership with Atascosa County demonstrates a deep commitment to community development and maintenance. As the trusted on-call partner, Rakowitz Engineering addresses crucial projects and services essential to the County's growth.

Our services have included:

- ***Drainage Crossing Improvements:*** Enhancing flood control and infrastructure resilience
- ***Plat and Plans Review:*** Ensuring projects meet County standards
- ***Construction Inspections:*** Guaranteeing quality and compliance
- ***Grant Support:*** Assisting in securing essential funding

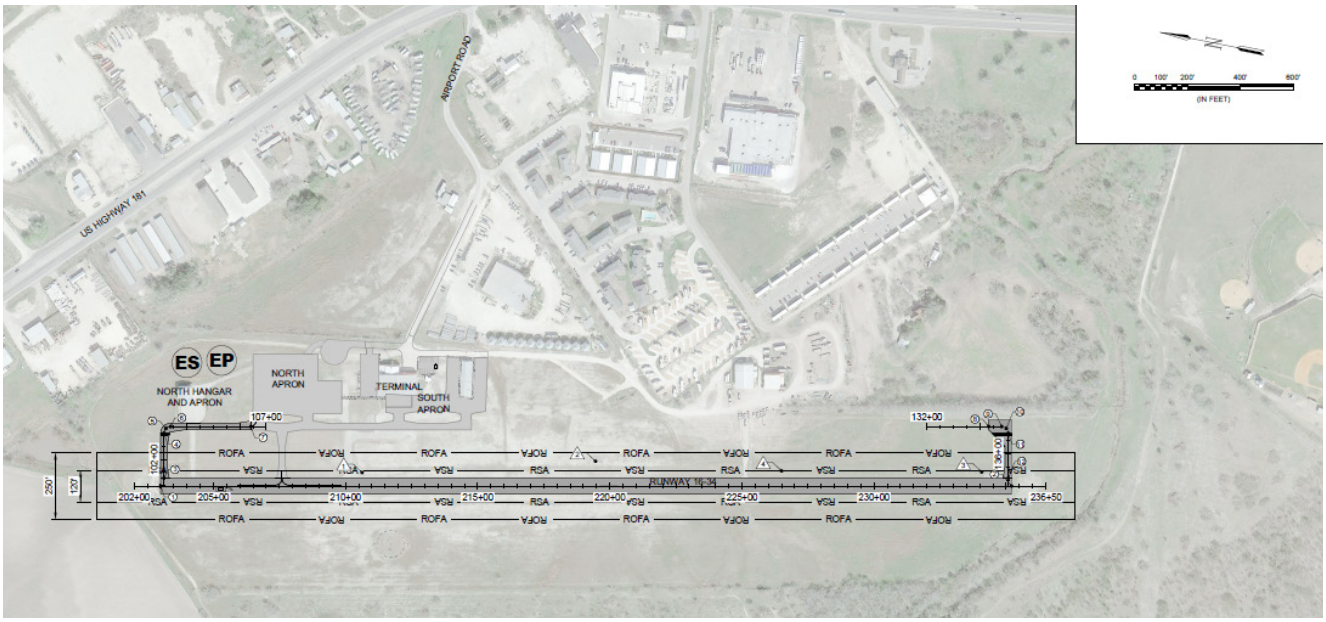
As Atascosa County's County Engineer, we deliver prompt and effective civil engineering and surveying solutions.

OWNER
Atascosa County

CONSTRUCTION COST
Varies

TIMELINE
3/2008-Ongoing

SERVICES
Drainage Improvements
Plat and Plan Review
Construction Inspections
Grant Support



Kenedy County Airport Construction Staking

Kenedy, TX

As part of a TxDOT-funded project, Kenedy County Airport received funding for significant upgrades that included rehabilitating runway 16-34, constructing a new partial taxiway and adding a turnaround for runway 34.

Amid tight deadlines due to airfield closures, Rakowitz conducted a site survey to recover the original control points, ensuring accurate project alignment and construction staking. The team demonstrated flexibility with contractor schedules, willingly took on added responsibilities and leveraged their extensive field experience to execute the project successfully.

OWNER
City of Kenedy

CONSTRUCTION COST
$2.1 million

TIMELINE
5/2019-11/2019

SERVICES
Surveying
Construction Staking



McCoy Emergency Interconnect - CDBG

Poteet, TX

The McCoy Emergency Interconnect project near Poteet, Texas was a crucial infrastructure improvement project aimed at enhancing the redundancy and reliability of two adjacent water systems that needed efficient water management during emergencies. The project involved designing 6,375 LF of 6-inch water main, creating a vital link between the systems.

Rakowitz Engineering played a key role in developing a sophisticated meter bank with valves to facilitate bidirectional water flow and precise metering. Our comprehensive services included:

- ***Design and Planning:*** Crafted detailed construction plans and bidding documents
- ***Contractor Evaluation:*** Assessed prospective contractors and formulated the construction contract
- ***Construction Oversight:*** Supervised the construction phase to ensure successful execution
- ***Surveying:*** Provided essential surveying services for accurate project implementation

OWNER
City of Poteet

SIZE
6,375 LF

CONSTRUCTION COST
$240,000

TIMELINE
5/2016-11/2017

SERVICES
Design and Planning
Contractor Evaluation
Construction Oversight
Surveying



Three Oaks Water Well & Pipeline Expansion

Floresville, TX

Rakowitz Engineering executed a comprehensive project for the Three Oaks Water Supply Corporation, encompassing water well design, surveying and infrastructure development. Our services included:

- ***New Water Well and Infrastructure:*** Designed and located a state-of-the-art water well one mile from the existing water plant, within budget constraints
- ***Surveying and Pipeline Design:*** Conducted a thorough survey and designed a one-mile, 12-inch PVC pipeline to connect the new well to the plant, ensuring smooth integration
- ***Advanced Well Design:*** Engineered a 2,500-foot-deep municipal water well in the Carrizo Aquifer, capable of delivering up to 1,200 gallons per minute (GPM), with the pump sized for 600 GPM to match the plant's capacity
- ***Regulatory Compliance:*** Coordinated with TCEQ and Evergreen Underground Water District, securing all necessary permits and approvals
- ***Construction Administration:*** Provided continuous construction oversight and maintained regular communication with the Board of Directors, ensuring project alignment and timely updates

OWNER
Three Oaks Water Supply Company

SIZE
2,500-Foot-Deep Well

CONSTRUCTION COST
$830,000

TIMELINE
3/2021-10/2022

SERVICES
Design and Planning
Surveying and Pipeline Design
Well Design
Regulatory Compliance
Construction Administration



As-Needed Engineering Consultant

Poteet, TX

Rakowitz Engineering delivered critical infrastructure projects over the past decade for the City of Poteet, significantly enhancing the City's services. These projects, supported by grants from the USDA, TDA and other sources, allowed Rakowitz to support the City of Poteet.

Our City of Poteet project portfolio included:

- ***Water Wells:*** Developed two new wells for a reliable water supply
- ***Ground Storage Tank:*** Constructed a new tank to boost water storage capacity
- ***Wastewater Treatment Plant Permit Renewal:*** Ensured compliance with regulatory standards
- ***Lift Station Pump Rehabilitation:*** Improved pump performance and reliability
- ***Water Main Expansion:*** Designed and installed five miles of new water mains for improved distribution
- ***Emergency Interconnection:*** Established a backup water supply link with a neighboring company
- ***Emergency Generator:*** Installed a generator for continuous power supply
- ***SCADA System:*** Implemented advanced control and monitoring for critical infrastructure

OWNER
City of Poteet

CONSTRUCTION COST
Varies

TIMELINE
1/2011-3/2022

SERVICES
Design and Planning
Permit Renewal
Pump Rehabilitation
Generator Installation
SCADA Implementation



Eagle Stadium and Eagle Complex Irrigation Wells

Pleasanton, TX

The pride of any Texas high school shines bright under the Friday night lights of a football stadium. Yet, when a multi-million-dollar investment in sports complexes, including a new turf field, revealed an inadequate irrigation system struggling against Texas heat, Pleasanton Superintendent Dr. Matthew Mann turned to Rakowitz Engineering and Surveying for a solution. After Rakowitz evaluated various options, drilling two irrigation wells was determined to be the best solution.

We conducted site surveys for both the Eagle Football Stadium and practice fields, as well as the Eagle Sports Complex, ensuring compliance with setbacks and access to power for the wells. Designing each well to tap into the Queen City Aquifer at approximately 450 feet deep, we incorporated filter packs to safeguard pumps and provide clean water. State-of-the-art variable frequency drive (VFD) pumps allowed flexible flow rates, enabling efficient watering of the entire fields overnight.

By utilizing untreated irrigation water instead of municipal water, we significantly reduced costs for the school. Ultimately, our solution not only saved taxpayer money but also resulted in high-quality athletic fields.

OWNER
Pleasanton ISD

SIZE
Two, 8-Inch, 250 GPM

CONSTRUCTION COST
$383,000

TIMELINE
6/2018-11/2020

SERVICES
Design and Planning
Surveying



Ongoing Support Services, Atascosa Health Center

Pleasanton, TX

Rakowitz Engineering has been a trusted partner of the Atascosa Health Center for more than a decade, providing surveying and civil engineering expertise to enhance healthcare facilities in Pleasanton, Karnes City, Wilson County and Three Rivers.

Our services have included:

- ***Construction of Medical Office Buildings:*** Each 10,000-SF facility includes parking lots, curbs, utilities and stormwater management systems, significantly improving local healthcare access
- ***Comprehensive Surveying Services:*** Delivering precise boundary and topographic surveys, site planning, grading, paving, utility and drainage plans
- ***USDA Compliance:*** Providing RPRs to ensure each project meets USDA grant requirements

OWNER
Atascosa Health Center, Inc.

SIZE
60,000+ SF

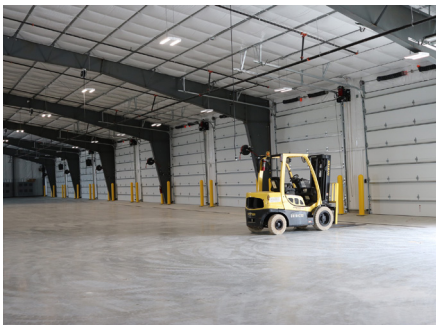
CONSTRUCTION COST
2,000,000 (Total Awarded To Date)

TIMELINE
2012-Ongoing

SCHEDULE
Surveying
Site Grading
Paving
Utility Coordination
Drainage Plans
Grant Compliance
RPR Services









Karnes Electric Cooperative Headquarters & Member Services Center

Pleasanton, TX

Rakowitz Engineering played a pivotal role in Karnes Electric Cooperative's transformative journey, overseeing the construction of their new headquarters in Karnes City and a Member Services Center in Pleasanton. These facilities feature modern office and warehouse spaces, marking a significant leap forward for the Cooperative. The team leveraged their strong relationship with the Cooperative to manage two project sites, acquire adjacent land for site purposes and address stormwater issues with TxDOT. Careful drainage planning prevented impact on the neighbors, while collaborating with the City on permitting. Some of the new trees from the site were placed in a city park, benefiting the community. These efforts ensured smooth project execution in a location where the neighbors are all members of the Cooperative.

OWNER
Karnes Electric Cooperative

SIZE
130,000 SF

CONSTRUCTION COST
$30 million

TIMELINE
6/2018-11/2021

SERVICES
Surveying
Grading
Paving
Drainage
Utilities
TxDOT Access Improvements



Ford of Pleasanton

Pleasanton, TX

The Ford of Pleasanton project marks a significant milestone in the vibrant Texas community. As the appointed civil engineer, Rakowitz Engineering undertook the monumental task of transforming a 15-acre site into a state-of-the-art Ford car dealership. Our scope encompassed design survey services and comprehensive civil engineering design.

Our contributions to this project spanned every facet of site development, including site layout, dimension planning, paving, grading and utility design. Our expertise extended to the intricate coordination with TxDOT for driveway planning. Notably, our iterative grading analysis was pivotal in ensuring optimal dirt work balance, mitigating the need for substantial import or export of materials on-site.

Rakowitz Engineering's commitment extends beyond design, as we continue to support this project through the construction phase by providing construction staking, owners representative service and project supervision. This project showcases our ability to bring innovation and precision to every facet of civil engineering, making certain our clients' visions become tangible landmarks in their communities.

OWNER
Ford of Pleasanton

SIZE
15 acres

CONSTRUCTION COST
$10 million

TIMELINE
3/2022-Ongoing

SERVICES
Civil Engineering
Surveying
Site Development
TxDOT Coordination



Agricultural Science Complex and Transportation Operations Building (Bond)

Jourdanton, TX

As part of Jourdanton's latest bond initiative, Rakowitz provided all civil engineering and surveying services for the Agricultural Science Complex (Agri-Science) and Transportation Operations Building spread across two separate sites.

The Agri-Science component included construction of seven metal buildings, including a show barn and animal housing, along with associated parking, driveways, utilities and a stormwater detention basin.

Simultaneously, the Transportation facility was erected to accommodate the District's transportation operations and bus storage, featuring a sizable parking area, driveways, utilities and fencing.

Rakowitz successfully managed the civil engineering and surveying for these two interconnected facilities while coordinating storm drainage solutions to address previous campus challenges.

OWNER
Jourdanton ISD

SIZE
109,400 SF
(campus-wide total)

CONSTRUCTION COST
$27,877,323 (Bond Total)

TIMELINE
1/2016-11/2018

SERVICES
Surveying
Site Planning
Grading
Utilities
Drainage
Erosion Control
Construction Administration









Early Childhood Building (Bond)

Jourdanton, TX

The Jourdanton ISD Early Childhood Building project focused on creating a state-of-the-art facility for early education. One of the key objectives for this project was to seamlessly integrate the Early Childhood Building within the broader campus, ensuring continuity and synergy.

As the District's trusted civil engineering and surveying partner, Rakowitz Engineering upheld the educational vision, seamlessly integrating past site and drainage improvements and engaging in all phases of construction.

OWNER
Jourdanton ISD

SIZE
109,400 SF
(campus-wide total)

CONSTRUCTION COST
$27,877,323 (bond total)

TIMELINE
1/2016-11/2018

SERVICES
Boundary Surveying
Site Planning
Utilities
Drainage Improvements
Construction Support









Main Campus Improvements (Bond)

Jourdanton, TX

The Jourdanton ISD Main Campus Improvements project employed the Construction Manager at Risk (CMAR) method to better coordinate multiple projects campus-wide. Notable projects included a new field house, a modern Career and Technologies (CTE) building, significant gym and band hall additions and a new Early Childhood Building.

Rakowitz Engineering tackled the campus's historical drainage issues by developing a comprehensive, sustainable stormwater management system. Key components included two connecting detention ponds to mitigate future runoff, an on-site drainage system and an advanced flood prevention plan. Rakowitz collaborated closely with the general contractor during the design and construction, conducting all work on an active campus.

OWNER
Jourdanton ISD

SIZE
109,400 SF
(campus-wide total)

CONSTRUCTION COST
$27,877,323 (bond total)

TIMELINE
1/2016-11/2018

SERVICES
Civil Engineering
Surveying
Quality Control



Thomas Edison High School (2017 Bond)

San Antonio, TX

Rakowitz Engineering was part of the Construction Manager at Risk (CMAR) team responsible for providing engineering and surveying services for multiple projects including renovations to the primary gym, additions to the secondary gym and fine arts building, and construction of a new field house.

The project faced unique challenges due to limited plan records for older sections of the campus. To mitigate these challenges, Rakowitz collaborated closely with the general contractor, addressing issues promptly to maintain the schedule. In addition, we worked closely with school staff and contractors for utility tie-ins and new installations. This multi-faceted project successfully enhanced and expanded the educational environment for the students and faculty of Thomas Edison High School.

OWNER
San Antonio ISD

SIZE
Sitewide Improvements Across an 18-Acre Campus

CONSTRUCTION COST
$23,416,293

TIMELINE
1/2018-4/2021

SERVICES
Civil Engineering

Compliance with City of San Antonio Regulations

Construction Administration









ADA Improvements

San Antonio, TX

Rakowitz assisted UTSA in maintaining ADA compliance across 17 locations spanning both the downtown and 1604 campuses.

At the downtown campus, we focused on enhancing accessibility at the main building with the existing single entrance and ramp. The 1604 campus posed challenges with its intricate architectural features, which required documenting existing conditions and partially reconstructing the ramps. A significant aspect of our work involved redesigning and reconstructing two major sidewalk ramps along main pedestrian routes to meet current ADA standards, ensuring smooth mobility for all. Our efforts aimed to create safer pathways, establishing a universally accessible environment conducive to safe navigation for all users.

OWNER
UTSA

SIZE
Across Two Campuses

CONSTRUCTION COST
$288,500

TIMELINE
2/2019-9/2020

SERVICES
Surveying
Design
Construction Administration









Pleasanton Municipal Airport AWOS True North Monument

Pleasanton, TX

For decades, the City of Pleasanton has maintained KPEZ, its municipal airport. The facility serves private pilots, student aviators, military trainees, air life helicopters and corporate jets. As part of its responsibilities, the city ensures safe air travel by providing accurate weather data. KPEZ's Automated Weather Observing System (AWOS) plays a crucial role in delivering this information, requiring annual calibration to ensure precise wind data.

To achieve precise accuracy, the City of Pleasanton hired Rakowitz to establish a True North monument for calibrating wind indicators. The project involved conducting a site survey, recalculating Grid North to True North and installing a steel monument in a secure area, away from public interference.

OWNER
City of Pleasanton

TIMELINE
2/2016-3/2016

SERVICES
Surveying
Monument Installation









Bonita Vista Subdivision & The Fountains at Bonita Creek Apartments

Pleasanton, TX

Rakowitz Engineering spearheaded the Bonita Vista Subdivision development, overseeing the design and construction of 150 1/3-acre lots across three phases. This community development also included a 108-unit residential apartment complex. Rakowitz's role covered every aspect from initial design to final inspections, including:

- ***Design and Planning:*** Created detailed designs for streets, drainage systems, water supply, sanitary sewer facilities, fire prevention plans and managed all platting procedures
- ***Quality Control:*** Ensured each phase met the highest engineering standards and local regulations through meticulous inspection services

OWNERS
Bonita Investments, LLC/
The Fountains at Bonita Creek, LLC

SIZE
150 units
129,450 SF

CONSTRUCTION COST
$2.5 million
$10 million

TIMELINE
9/2006-9/2021
8/2014-2/2017

SERVICES
Design and Planning
Quality Control

SECTION 5

References

SECTION FIVE

REFERENCES

Karnes County
The Honorable Judge
Wade Hedtke
830.780.3732

City of Runge
Mayor Homer Lott
830.239.4121

Atascosa County
Mark Gillespie
Precinct 1 County Commissioner
830.569.2901

Karnes Health Center
Monty Small
CEO
830.569.8940

Atascosa County
The Honorable Judge
Weldon Cude
830.580.2118

Atascosa County
Britni Van Curan
Rural Development Department
830.769.2748


RAKOWITZ
EST.
2006
R
Engineering & Surveying

Entity Information

RAKOWITZ ENGINEERING LLC

Active Registration

Unique Entity ID
L2XGHNTLQU79

CAGE/NCAGE
86TG2

Expiration Date
Aug 8, 2025

Physical Address
515 W. Oaklawn RD
Suite A
Pleasanton, Texas
78064-0172, United States

Mailing Address
515 W. OAKLAWN, Suite A
Pleasanton, Texas
78064, United States

Purpose of Registration
All Awards

Version

Current Record

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2025

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: McKenzie Tellekson
PHONE (A/C, No, Ext): 360-626-2023 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI INSURANCE COMPANY	13056
INSURER B : Aspen American Insurance Company	43460
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rakowitz Engineering LLC
DBA Rakowitz Engineering and Surveying
515 W. Oaklawn Rd Suite A
Pleasanton TX 78064

9507

COVERAGES **CERTIFICATE NUMBER:** 1469303054 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	PSB0007515	2/19/2025	2/19/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	PSB0007515	2/19/2025	2/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	PSE0003754	2/19/2025	2/19/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	PSW0004187	2/19/2025	2/19/2026	[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
B	Professional Liab;Claims Made			AAAE10058506	4/1/2025	4/1/2026	$2,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Blvd.
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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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 07/22/2025

Company/Vendor Name: Rakowitz Engineering, LLC

Printed Name and Title: Bradley Koether, Vice President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Rakowitz Engineering, LLC
(Full, correct legal name)

- Address: 515 W. Oaklawn, Suite A.
  Pleasanton, Texas 78064

- Telephone/Fax: 830-281-4060
- Email address: bkoether@rak-eng.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? Pleasanton, 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. _____

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: Bradley Koether
   Address: 515 W. Oaklawn, Suite A., Pleasanton, Texas 78064
   Telephone: 830-281-4060
   Fax:
   Email: bkoether@rak-eng.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (√).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (√)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Bradley A. Koether, the undersigned representative of

Rakowitz Engineering, 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:

Bradley Koether, Vice President

TYPE/PRINT NAME AND TITLE:

07/22/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Bradley Koether, the undersigned representative of

Rakowitz Engineering, 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:

Bradley Koether, Vice President

TYPE/PRINT NAME AND TITLE:

07/22/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Bradley Koether, the undersigned representative of

Rakowitz Engineering, 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:

Bradley Koether, Vice President

TYPE/PRINT NAME AND TITLE:

07/22/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Walt Rakowitz, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Rakowitz Engineering, 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 Walt F Rakowitz

Title President

Subscribed and sworn to me this 25th day of July 2025.

By: Bonnie Garcia

Notary Public

BONNIE GARCIA
Notary Public, State of Texas
Comm. Expires 07-03-2027
Notary ID 134436092

07/03/2027

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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

Bradley Koether
Name of signatory

Signature

07/22/2025
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.

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[RIO DELTA ENGINEERING] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Rio Delta Engineering Response

CONTACT INFORMATION

Company:
Rio Delta Engineering

Email:
czuniga@riodeltaengineering.com

Contact:
Carolina Zuniga

Address:
921 South 10th Avenue
Edinburg, TX 78539

Phone:
N/A

Website:
N/A

Submission Date:
Jul 29, 2025 11:17 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

RDE_RFQ_2025-004_SUBMITTAL.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI-GL-2025.pdf
COI-WC-2025.pdf
COI-PL-2025.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure_.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(2).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_(1).pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ_-Signed.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

Yes



Statement of Qualifications

for

City of Edinburg

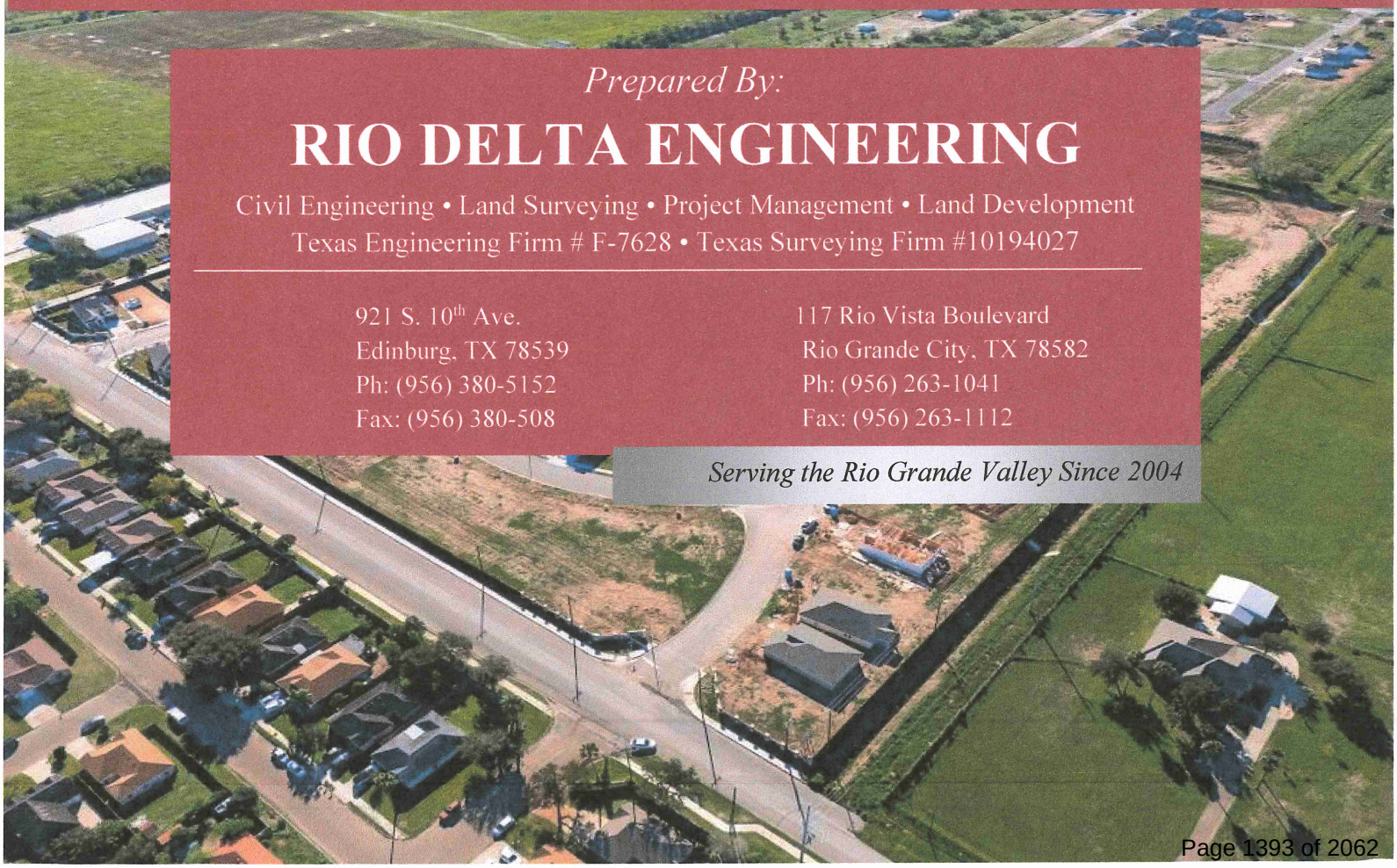
- **RFQ for LIFTSTATION #4 AND SEWER LINE UPGRADES (Professional Engineering Services)**

RFQ No.: 2025-004

Deadline Date: Tuesday, July 29,2025 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

July 29,2025

Gerardo Carmona, P. E.
Director of Utilities
City of Edinburg
415 W. University Blvd
Edinburg, TX 78541

Re: **RFQ- 2025-004 – LIFTSTATION #4 AND SEWER LINE UPGRADES** –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. 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 providing 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.

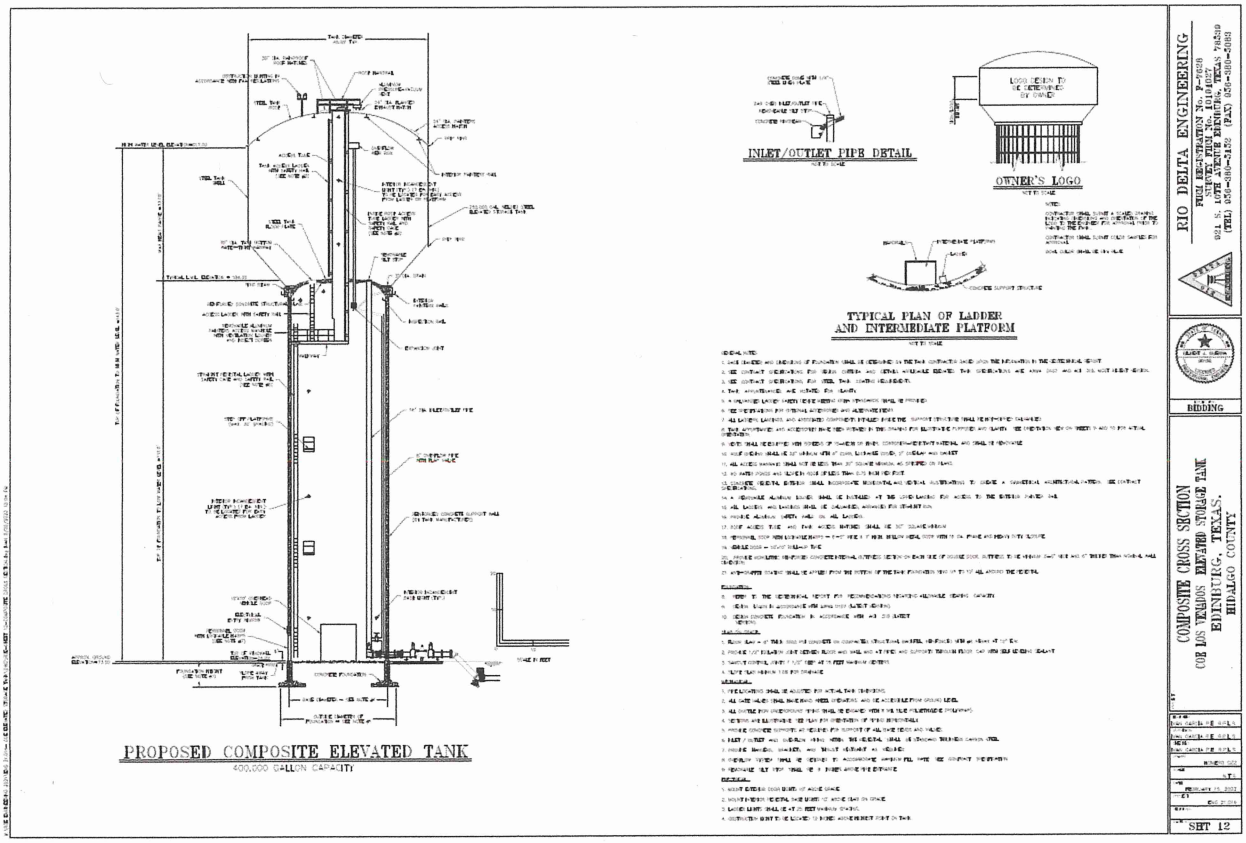
Current Workload

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:

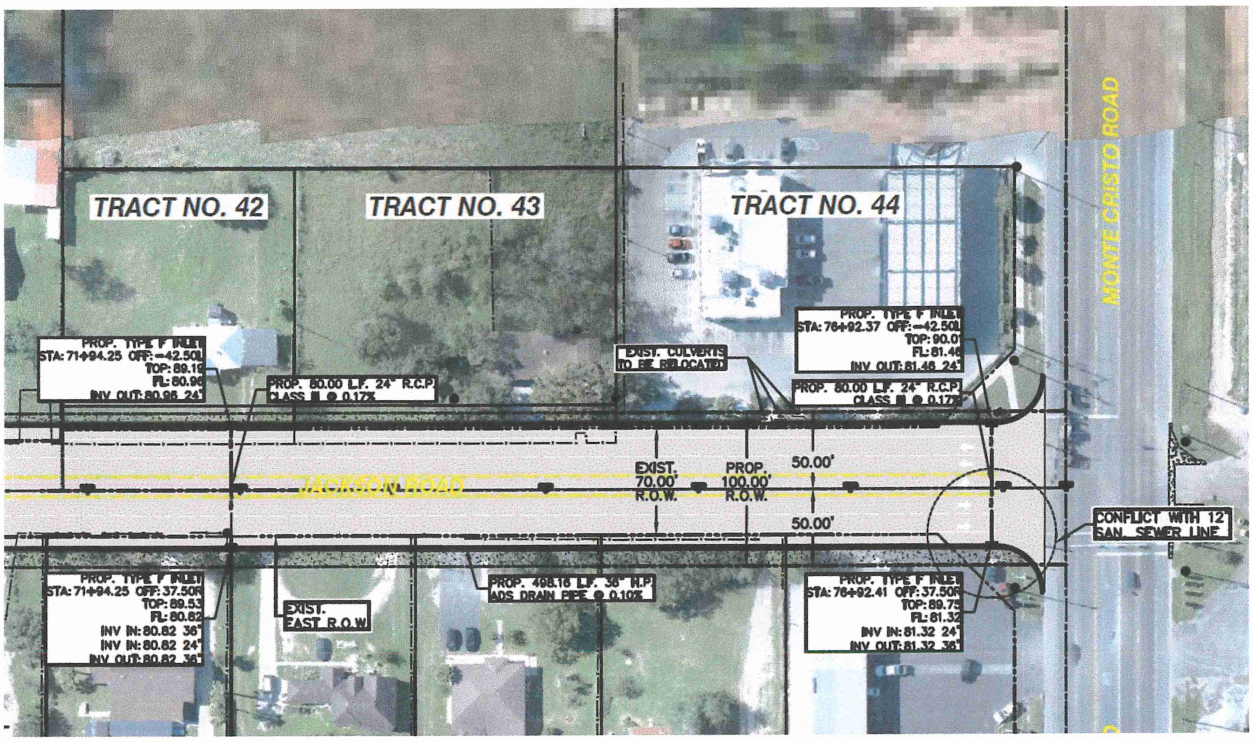
1. City of Edinburg – Los Venados Elevated Storage Tank - 2023

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

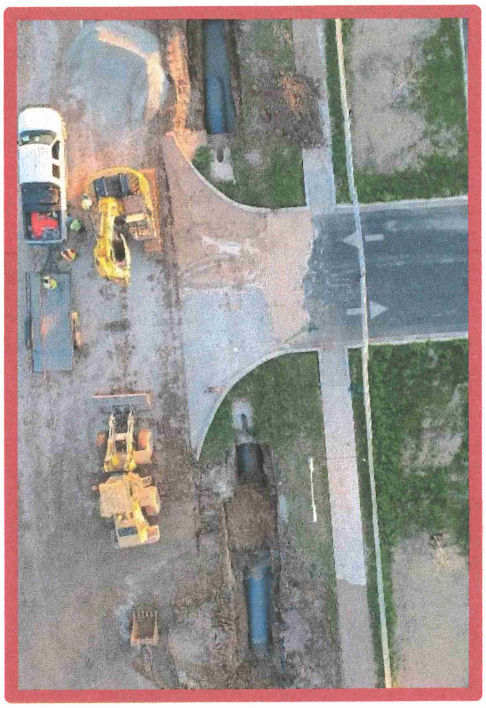


This is an on-going project which consists of the expansion/widening of Jackson Road between Saginaw Avenue going north to Monte Cristo Road (1.25 Miles) to alleviate traffic mobility and improve safety to this area of the City. Rio Delta Engineering is responsible for providing engineering services 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.





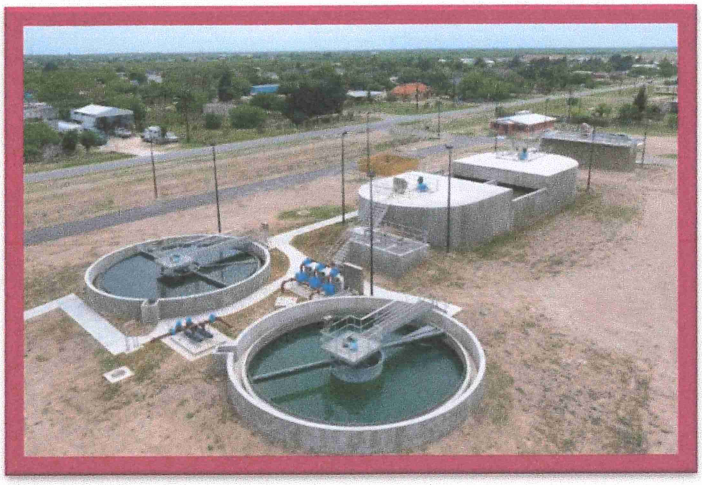
Contact: **Mardoqueo Hinojosa, P.E., CFM, CPM**
City Engineering
City of Edinburg
(956) 388-8211
415 W. University Dr.
Edinburg, Texas 78541

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

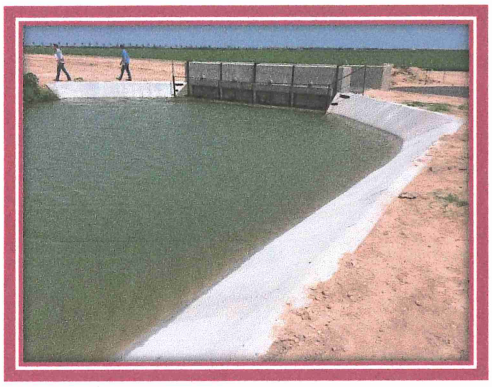
6. City of Roma, Efren Ramirez Paving and Drainage Paving Improvements – 2020

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 recording 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

CRC Engineering, Inc., McAllen, TX 78504

Duties:

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, Graduate Engineer

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 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: 7/29/25

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

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

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
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2025

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 Texas Risk Solutions, LLC 222 KESSLER ST NEW BRAUNFELS TX 78130-7624	**CONTACT NAME:** Austin Naegele **PHONE (A/C, No, Ext):** (210) 426-3053 **FAX (A/C, No):** (888) 794-0361 **E-MAIL ADDRESS:** austin@txrisksolutions.com
INSURED Gilbert J Guerra Engineering, LLC DBA Rio Delta Engineering 921 S 10th Ave Edinburg TX 78539-4472	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Sentinel Ins Co Ltd / 11000 **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	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	65SBAIO1894	02/10/2025	02/10/2026	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		65UECIA2543	02/10/2025	02/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10000	Y		65SBAIO1894	02/10/2025	02/10/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] 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 is additional insured per written contract.

CERTIFICATE HOLDER

City of Edinburg
415 West University 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

Austin R Naegele, CIC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2025

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Gilbert J Guerra Engineering LLC 921 S 10th Ave Edinburg TX 78539	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Lloyd's Insurance Company 38253 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4370062 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	76WEGGG2316	08/05/2024	08/05/2025	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Edinburg
415 West University Dr

Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2025

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: Kevin Esler	
Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
	E-MAIL ADDRESS: certs@fenner-esler.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	16691
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Gilbert J. Guerra Engineering LLC, DBA: dba Rio Delta Engineering
921 South 10th Avenue
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** Master 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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 Liability Retro Date: Full Prior Acts			DPPE886779	10/20/2024	10/20/2025	Per Claim Limit	$2,000,000
							Aggregate Limit	$2,000,000
							Per Claim Deductible	$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

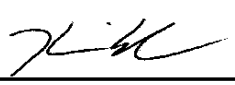
CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg 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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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

07/28/2025

Company/Vendor Name:

RIO DELTA ENGINEERING

Printed Name and Title:

JOSE IVAN GARCIA, P.E., R.P.L.S., PRINCIPAL

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: GILBERT J.GUERRA ENGINEERING,LLC DBA RIO DELTA ENGINEERING
(Full, correct legal name)

- Address: 921 S. 10TH AVENUE EDINBURG,TEXAS 78539
- Telephone/Fax: (956)-380-5152
- Email address: IVAN@RIODELTAENGINEERING.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?EDINBURG, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes_X__ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? __20___ (years) ___00__ (months)

c. State the number of full-time employees at the Edinburg office.12

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: JOSE IVAN GARCIA
Address: 921 S. 10TH AVENUE EDINBURG,TX 78539
Telephone: (956)263-0934
Fax:
Email: IVAN@RIODELTAENGINEERING.COM

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Jose Ivan Garcia, the undersigned representative of

Rio Delta Engineering, (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

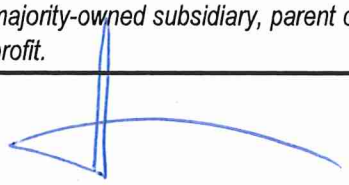
2. Will not boycott Israel during the term of the contract.

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:

Jose Ivan Garcia - Principal

TYPE/PRINT NAME AND TITLE:

07/28/2025

DATE:

SENATE BILL 13 VERIFICATION

I, JOSE IVAN GARCIA, the undersigned representative of

RIO DELTA ENGINEERING, (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:**

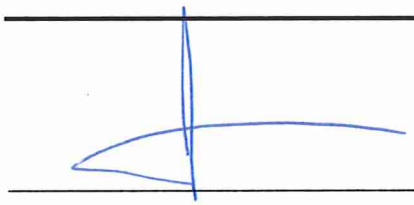
1) **does not boycott energy companies and;**

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:

JOSE IVAN GARCIA, P.E., R.P.L.S., PRINCIPAL

TYPE/PRINT NAME AND TITLE:

07/28/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Jose Ivan Garcia, the undersigned representative of

Rio Delta Engineering, (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.

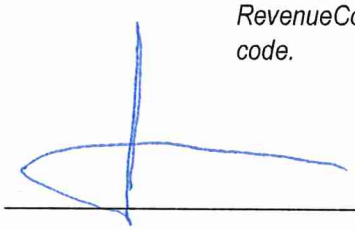
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Jose Ivan Garcia, Principal

TYPE/PRINT NAME AND TITLE:

Rio Delta Engineering

DATE: 07/28/2025

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Jose Ivan Garcia, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of *Rio Delta Engineering*, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Principal

Subscribed and sworn to me this 28 day of July 2025.

By: Lydia Flores

Notary Public

LYDIA FLORES
Notary Public, State of Texas
Comm. Expires 06/20/2026
Notary ID 1123902-8

My commission expires 06/20/2026

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Jose Ivan Garcia
Name of signatory

Signature

7/28/2025
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.

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[SAMES INC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

SAMES Inc Response

CONTACT INFORMATION

Company:
SAMES Inc

Email:
bd@samengineering-surveying.com

Contact:
Whitney Ulerio Duverna

Address:
200 S. 10th Street
Suite 1500
McAllen, TX 78501

Phone:
N/A

Website:
www.samengineering-surveying.com

Submission Date:
Jul 28, 2025 2:27 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

SOQ_-_Edinburg_Lift_Station_-_SAMES_Inc_Response.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

PROOF_OF_COVERAGE_Sames_Inc._DBA_Sam_Engineering_Surveying_2526_COI_4-21-2025_1912052789.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_(1).pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf

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

CITY OF EDINBURG

Request for Qualification (RFQ)

LIFSTATION #4 AND SEWER LINE UPGRADES (ENGINERING SERVICES)

PROPOSAL NO.:2025 - 004

Due Date: Tuesday, July 29th, 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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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

July 29th, 2025

City of Edinburg
Attn: City Secretary Department
415 W. University Drive
Edinburg, TX 78541

RE: **RFQ NO. 2025-004 LIFTSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)**

To Whom It May Concern,

SAMES, Inc. ("SAMES") is pleased to submit our Statement of Qualifications in response to RFQ No. 2025-004 for Liftstation #4 and Sewer Line Upgrades (Engineering Services). We appreciate the opportunity to be considered for this important project and look forward to contributing our experience and capabilities to support the City of Edinburg's infrastructure improvement efforts.

Our submittal includes all required documentation and forms, as specified in the RFQ. including: Proposal SOQ, Conflict of Interest Disclosure, General Questionnaire, Litigation Disclosure Form, HB 89 Verification, Senate Bill 13 Verification, Senate Bill 19 Verification, Non-Collusion Affidavit, Certificate of Insurance, Any required addenda acknowledgments.

We understand the City's expectations for this project and are confident in our team's ability to deliver comprehensive engineering services in alignment with the scope of work, schedule, and applicable TCEQ regulations. Our team brings extensive experience in municipal wastewater projects, including lift station upgrades, sewer line improvements, and successful collaborations with the City of Edinburg and surrounding communities.

Should you have any questions or require further information regarding our submittal, please do not hesitate to contact me. Thank you for the opportunity to submit our qualifications.

We look forward to the possibility of working with the City of Edinburg on this project.

Sincerely,

Samuel D. Maldonado, PE, RPLS
Principal / CEO
200 S. 10th St, Ste 1500,
McAllen Tx 78501
sam@samengineering-surveying.com

SECTION 1: FIRM QUALIFICATIONS AND EXPERIENCE

COMPANY'S PROFILE & HISTORY

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

OUR 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 has recently worked on multiple subdivision projects that required Sanitary Sewer Lift Stations due to lack of existing gravity sewer infrastructure, the need to service additional future development, or a combination of both. SAMES understands the need to coordinate extensively with the public utility agency's needs to support future growth projections and implement the need into all design considerations for the overall design components of a Lift Station Project. Our most recent subdivision projects with lift stations are noted below.

1. Mid Valley International Industrial Park – NAWSC area (water)
2. Heights on Wisconsin – NAWSC area (water)
3. Las Americas Roma Logistics and Industrial Park
4. Hacienda de San Miguel
5. La Villa WWTP Drying Beds Rehabilitation

SAMES is well-equipped to manage and execute the scope of work outlined in this RFQ. Should City of Edinburg require traffic engineering or structural engineering services, SAMES, Inc. will contract a subconsultant to perform such tasks.

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

CONTACT INFORMATION

Samuel D. Maldonado 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:

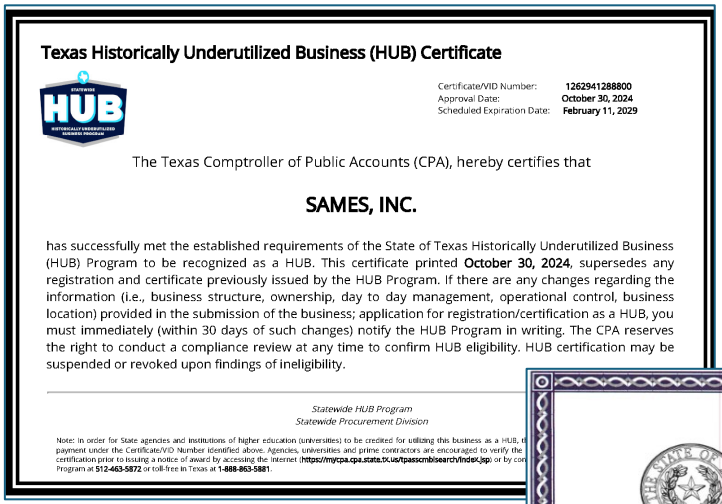
Primary POC:
Samuel D. Maldonado, PE, RPLS
Principal & President
200 S. 10th St., Ste 1500, McAllen, TX 78501
O: (956) 702-8880
Sam@samengineering-surveying.com

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.



Texas Historically Underutilized Business (HUB) Certificate

HUB

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, t payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by con Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



Texas Department of Transportation

Texas Unified Certification Program (TUCP)

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 information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

STAFFING PLAN

SAMES has a total of 61 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 the project scope of work, taking into consideration specific disciplines 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, allowing personnel to perform dual roles if the need arises—such as during periods of sickness, personal leave, or increased workloads.

SAMES' management system provides flexibility to adapt to unanticipated workloads within the firm, thereby supporting a balanced staffing plan that maintains the responsiveness of our team. Moreover, our staffing structure enables the firm to manage multiple concurrent projects without compromising the quality or attention to detail that exemplifies our commitment to clients.

For **part-time or task-based assignments**, SAMES takes a tailored approach by strategically allocating specialized personnel based on the nature and scale of the task. This ensures cost-effectiveness, timely delivery, and the ability to scale resources up or down as needed, while still maintaining quality control and seamless integration with ongoing work.

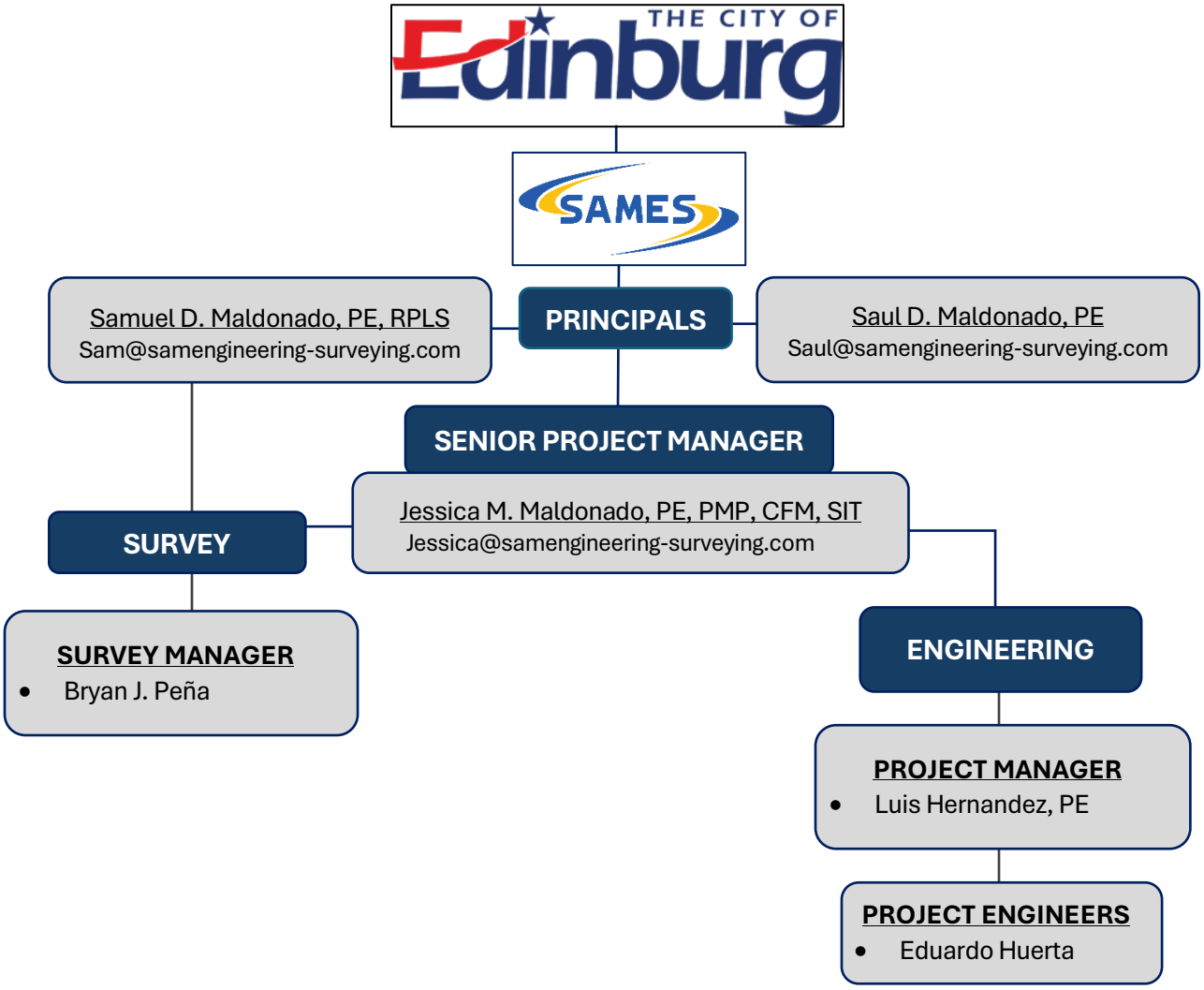
SECTION 2 – PROJECT TEAM AND RESUMES

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. 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
Saul D. Maldonado, PE	Principal / Environmental QA/QC
Samuel D. Maldonado, PE, RPLS	Principal & RPLS
Jessica Maldonado, PE, PMP, CFM, SIT	Senior Project Manager
Luis Hernandez, PE	Project Manager
Eduardo Huerta	Project Engineer
Bryan Peña	Survey Manager

ORGANIZATIONAL CHART



All Team members listed work from our main location at:
200 S. 10th St, Ste 1500, McAllen Tx 78501

SAUL D. MALDONADO, PE
Principal-in-Charge & Environmental QA/QC
Saul@Samengineering-surveying.com

Education:

- Bachelor of Science in Civil Engineering, Texas A&M University – Kingsville, 2003

Registrations & Certifications:

- Professional Engineer, Texas No. 100320

Years of Experience: 20 years

Project Experience:

STARR COUNTY BCAP ATHENS ROAD EAST BRAVO AVENUE TO ROMA CREEK ROAD – ROMA, TEXAS

- Served as Environmental Manager and provided QA/QC oversight for the SWP3 for 1.1 miles of new roadway including integration with existing drainage systems.
- EPIC Sheets Review and completed the initial review and management of EPIC Sheets.
- Periodic site visits to conduct inspections and ensure SW3P compliance.
- Provided Environmental Compliance and ensured adherence to District SOPs and TCEQ's BMP requirements.

2013 STREET IMPROVEMENTS: LA HOMA ROAD REALIGNMENT AND BRIDGE PROJECT – PALMVIEW, TEXAS

- Project Manager for design and construction of a new bridge structure spanning the width of an Irrigation Canal and then realigning the road to the existing intersection at Business Hwy. 83.
- Coordinated with TxDOT for approval of design and with local utility owners for conflict avoidance and/or resolution and obtained all required permits (TxDOT, Hidalgo County Irrigation District #1)
- Performed roadway design for the realignment of the road, structural design for the new bridge structure and hydraulic calculations and design for a new storm sewer system that required both a gravity collection system and pumping system to move the water over the irrigation canal and into the ultimate outfall at Business Hwy. 83.

TWDB DWSRF US HIGHWAY 83 RELIEF ROUTE WATERLINE ADJUSTMENT – VARIOUS CITIES, TEXAS

- Provided design management for the adjustment of 11,000 LF 8" – 16" PVC waterline.
- Coordinated with multiple entities, including TxDOT, Hidalgo County Drainage District #1, and private firms to ensure design accuracy and minimize conflicts.

TXGLO-DR HUTTO ROAD DRAINAGE IMPROVEMENTS – DONNA, TEXAS

- Provided project management for the design and construction of a new storm drain facility required to intercept runoff from approximately 52 acres of residential and farming property.
- Performed a feasibility study prior to design conception and oversaw the hydrology analysis and hydraulics design for the new storm drain facility.
- Obtained all required permits from TxDOT, provided all monthly progress reports and coordinated with the funding agency, Texas General Land Office, before and during construction to ensure compliance with all program objectives.

SAMUEL D. MALDONADO, PE, RPLS
Principal – in – Charge / RPLS
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

Years of experience: 25 years

Project Experience:

SCHEMATIC R-O-W ACQUISITION STRIP MAP OF DAVIS RD AND SCHUNIOR RD – EDINBURG, TEXAS

- Provided surveying services to develop a schematic Right-of-Way acquisition strip map of Schunior Rd (I69C to East City limits) , a 2.73-mile length of road, and Davis Rd (Jackson to West City limits), a 1.75-mile length of road.
- Research and data collection using County/City maps and Appraisal District property information.
- Performed aerial surveying to capture and include all structures while conventional field surveying established minor control for the project.

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.
- Topographic survey and right-of-way map for FM 493 in Donna, Texas which included appx. 105 parcel plats with metes and bounds description.

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.

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

Years of experience: 18 years

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.

TXGLO 2015 FLOODS GRANT STORMWATER RELIEF PROJECT PH. II – ALAMO & EDINBURG, TEXAS

- Provided design oversight and contract administration services for the design and installation of a new storm sewer system that included drainage swales, roadside ditches, inlets, and pipe networks ultimately flowing into an existing drainage ditch owned by Hidalgo County Drainage District #1.
- Prepared and submitted grant application and obtained all required permits.
- Coordinated with the GLO and County to ensure funding and schedule compliance.

LUIS B. HERNANDEZ, PE
Project Manager
lhernandez@samengineering-surveying.com

Education:

- B.S., Civil Engineering, University of Texas Rio Grande Valley (2019)
- M.S., Civil Engineering, University of Texas Rio Grande Valley (2021)

Registrations/Certifications:

- Professional Engineer, Texas: No. 156186

Years of experience: 4 years

Project Experience:

LAS AMERICAS ROMA LOGISTICS AND INDUSTRIAL PARK - ROMA, TEXAS

- Provided a watershed analysis for 7 subbasins contributing to Ramirez Creek using HEC-HMS and QGIS.
- Modeled the hydraulics of approximately 12,600 LF of the Ramirez Creek and analyzed proposed impacts into the existing conditions using HEC-RAS.

SUNSET BREEZE AT LAGUNA SUBDIVISION – LAGUNA VISTA, TEXAS

- Provided a watershed analysis for 28 surrounding subbasins using HEC-HMS.
- Modeled the hydraulics of approximately 5,000 LF of existing drainage ditch with proposed and existing conditions using HEC-RAS.
- Provided design of public improvements for water and sanitary sewer.
- Coordinated with Laguna Madre Water District to comply with their design standards and regulations for water and wastewater services.

SHARY ROAD EXPANSION – MCALLEN, TEXAS

- Provided preliminary design of proposed road alignment.
- Identified potential utility and property conflicts with the project.
- Managed the ROW acquisition of 25 parcels required for the proposed road alignment
- Coordinated Hidalgo County Precinct 3, and TxDOT to comply with their design standards and regulations.
- Coordinated and lead a team of subconsultants on the design and ROW acquisition for the project.
- Provided cost estimation of the project.
- Lead team in the production of survey parcel plats for the ROW acquisition process.
- Quality Assurance and Quality Control of construction plans.

HCDD1 WEST MAIN DRAIN III EXTENSION PH II – MCALLEN, TEXAS

- Provided design of public improvements for approximately 11,000 LF stormwater lines and 13,000 LF of open ditch.
- Coordinated Hidalgo County Drainage District No. 1 and United Irrigation District to comply with their design standards and regulations.
- Provided quantity takeoff and cost estimation of the project.
- Lead team in the production of construction plans subdivision.
- Quality Assurance and Quality Control of construction plans.

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.

Years of experience: 5 years

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.

BRYAN PEÑA
Survey Project Manager
bpena@samengineering-surveying.com

Education:

- B.A., History, University of Texas at Rio Grande Valley (2021)

Years of experience: 8 years

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.

SECTION 3 – PROJECT EXPERIECE AND REFERENCES

PROJECT EXPERIENCE

❖ **OFFSITE SANITARY SEWER IMPROVEMENTS FOR MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION – WESLACO, TX**



Client Info: City of Weslaco
Albert Aldana
255 S Kansas Ave,
Weslaco, TX 78596
956-968-3181

Project Summary:
Design of sanitary sewer lift station to service the new Mid Valley International Industrial Park Subdivision located within City of Weslaco city limits. The proposed lift station was designed to service approximately 700 acres of mixed land uses including existing residential, commercial, industrial, and future developments. Existing and future flows were determined using historical data where available and review of as-built utility drawings. Existing Lift Station #26 was assessed for potential rehabilitation by evaluating pump capacities, structural integrity of existing concrete wet well, and general site conditions.

Due to a lack of available depth and poor condition of the existing discharge forcemain; it was determined that rehabilitation would not be feasible. Therefore, the new lift station design also accounted for the interception of sanitary sewer flows to existing Lift Station #26, which was decommissioned following construction, testing, and city acceptance. The scope of work included the design of approximately 9,500 linear footages of forcemain piping through Weslaco, TxDOT, and HCCID #9 Right-of-Way. The forcemain is to discharge to the receiving sanitary sewer manhole of Lift Station #12. Due to the proximity of existing roadways to the proposed forcemain, traffic control plans were provided as part of the construction documents. A final cost estimate and technical specifications were also included as part of the construction documents for the proposed scope of work.

❖ **WASTEWATER TREATMENT PLANT DRYING BEDS REHABILITATION – LA VILLA, TX**



Client Info: City of La Villa
Antonio Barco
916 Mike Chapa Rd
La Villa, Texas 78562
956-262-2122

Project Summary:
SAMES was contracted by the City of La Villa to provide TCEQ permitting, surveying, civil engineering and construction administration services for the rehabilitation of two sludge drying beds. Survey services included conventional topographic data collection. Civil engineering services included the design of drying bed filter media and drains, flatwork, sludge pipelines, pipe fittings and valves, and a new sludge pump. This project consisted of the rehabilitation of two existing sludge drying beds that were reported to be leaking into the ground below. The existing wastewater treatment plant was originally designed for 0.580 MGD with a final phase of 0.78 MGD, which was considered when specifying the proposed waste activated sludge pump to discharge sludge into both drying beds. With a limited budget, SAMES decided to keep in place the existing retaining walls and only demolish and rebuild flatwork as necessary. The waste activated

sludge line was routed to both drying beds to maximize use of the existing facilities. SAMES is coordinating efforts with TCEQ to obtain amended discharge permits for the sludge drying beds.



SAMES provided schematic plans for review and once approved, will provide plans and specifications approved for construction. At the onset of the bidding phase SAMES will coordinate the advertising and bid procurement process, assist the City of La Villa with the pre-bid meeting and bid opening, prepare final bid tabulations, and issue a recommendation for award. Once a contractor is selected SAMES will conduct the pre-construction meeting, review and approve all material submittals, provide monthly status reports and oral presentations (as needed) to the city, coordinate the construction work, process contractor requests for information and monthly payment requests. At substantial completion SAMES will conduct a final walk-thru and prepare the punch-list of pending issues, then process the close out documents and submit final as-builts to the City of La Villa.

❖ **OFFSITE SANITARY SEWER IMPROVEMENTS FOR HEIGHTS ON WISCONSIN PHASE III – EDINBURG, TX**

Client Info: City of Edinburg
Peter Hermida
415 West University Drive
Edinburg, Texas, 78539
956-388-8211

Project Summary:
Design of new sanitary sewer lift station to service Heights on Wisconsin Subdivision located within City of Edinburg city limits. The proposed lift station was designed to service approximately 700 acres of residential and future developments. Existing sanitary sewer flows were determined using as-built utility drawings provided by City of Edinburg and other private utility entities. Future anticipated flows were determined using TCEQ, SAWS, and City of Edinburg Construction Standards. Pumps were selected by generating a system curve of the proposed improvements and coordinating with vendors to provide a practical option that meets all applicable standards and regulations. The discharge forcemain was designed to outfall to an existing sanitary sewer manhole located at the intersection of Veterans Blvd and Wisconsin Rd, approximately 1000 feet away from the subject property. Due to the proposed forcemain alignment's proximity with existing roadways, a detailed traffic control plan was included as part of the construction documents. An approved final cost estimate and technical specifications were included in the construction documents.

❖ **LAS AMERICAS ROMA LOGISTICS AND INDUSTRIAL PARK PHASE I – ROMA, TX**

Client Info: City of Roma
Alejandro Barrera
201 W Convent Blvd,
Roma, TX 78584
956-286-7892

Project Summary:
Design of new sanitary sewer lift station to service a proposed industrial subdivision located within City of Roma. The proposed lift station was designed to service approximately 330 acres of industrial and existing residential developments. Existing sanitary sewer flows were determined using as-built utility drawings provided by City of Roma and other private utility entities. Future anticipated flows were determined using TCEQ, SAWS, and City of Roma Construction Standards. In addition to servicing the proposed industrial park, the lift station was designed to intercept the existing sanitary sewer system forcemain flows from several small residential developments. The system will then discharge and tie into the existing downstream forcemain. The receiving forcemain was assessed for conformance to TCEQ standards and was determined to remain in place and did not require upgrades or improvements. Pumps were selected by generating a system curve of the proposed improvements and coordinating with vendors to provide a practical option that meets all applicable standards and regulations.

❖ **HACIENDA DE SAN MIGUEL – DONNA, TX**

Client Info: Hidalgo County Housing Authority
Mike Lopez
1200 N Standard Ave,
San Juan, TX 78589
956- 969-5866



Project Summary:
SAMES was subcontracted by Mata-Garcia Architects to provide surveying services, land development, civil engineering, geotechnical services and construction management and inspections services for the design and construction of a new subdivision and apartment complex for the Housing Authority of Hidalgo County. The development process included preparation of a Subdivision Plat including submittal of the application of subdivision plat and utility and drainage plans for approval through the City of Donna. During the civil design process, it was discovered that existing sewer facilities around the area were too far and lacked enough depth to be extended to the project site.

As a result, SAMES proposed a submersible wet-well lift station to provide the development with sanitary sewer service. SAMES' project engineer determined all aspects of the lift station, from logistical items to operational tasks. He determined the location, design peak flow, load requirement on pumps and motors as well as identifying power sources, approved controls, designed wet well capacity and discharge conduits. Operational costs, space requirements, effectiveness of system, maintenance required, and environmental impact were all considered throughout the design. Design was prepared in accordance with TCEQ Standards and the Hydraulic Institute Standards. Once design was completed and drawings were approved for construction SAMES provided construction management and inspection services. SAMES review and approved material submittals for all civil engineering improvements, addressed contractor requests for clarification, preformed routine site visits to inspect construction progress and ensure compliance with technical specifications and construction drawings, and worked closely with the project architect and project owner to process and approve contractor change orders.

REFERENCES

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**
  Start Date: 08/19/2015
  Completion Date: 10/29/2017
  Services Provided: Surveying, Utility Coordination, Engineering Design, Construction Plans & Specs, Cost Estimating, Project Management

MONICA GOMEZ, ASSISTANT PLANNING DIRECTOR – CITY OF SAN JUAN
709 S Nebraska Ave., San Juan, TX 78589
(956) 223-2200 // mgomez@sjtx.us

- **City of San Juan – 2023 San Juan Street Improvements Project (ENG 23.035)**
  Start Date: 01/17/2024
  Completion Date: 05/03/2024
  Services Provided: Roadway milling, 8" flexible base repair, HMAC level-up, MC-30 prime coat, 2" HMAC Type D overlay, curb & gutter replacement, concrete collars on manholes and valves, grate inlet gravel filters.

STEVEN VALDEZ, EXECUTIVE DIRECTOR – WESLACO EDC
275 S Kansas Ave., Weslaco, TX 78596
(956) 969-0838 // svaldez@weslacoedc.com

- **Mid-Valley International Industrial Park**
  Start Date: 10/20/2022
  Completion Date: 05/02/2024
  Services Provided: Planning, Environmental Site Assessment, Land Development, Surveying, Schematic and Final Design of Public Improvements, H&H Analysis, Lift Station Design, Permitting, Construction Management and Inspection, Construction Material Testing.

MARDOQUEO HINOJOSA, P.E., CFM, CPM – DIRECTOR OF ENGINEERING – CITY OF EDINBURG
415 W University Dr., Edinburg, TX 78541
(956) 388-8211 // mhinojosa@cityofedinburg.com

- **City of Edinburg – Multiple Projects**
  - Mon Mack Road Drainage Improvements
  - Parcel Pat Services for Union Planning Railroad
  - Schunior Road Regional Detention Pond
  - Right of Way Maps for Davis Road and Schunior Road
  - Topographical Surveying for Luna Subdivision Drainage Project
  - Parcel Plats and Title Reports for Schunior Road Detention Pond Project

  Services Provided: Planning, Research, Surveying, Civil Engineering Design, Hydrology/Hydraulic Engineering, Contract Administration, Construction Management.

LIST OF PAST LOCAL GOVERNMENT CLIENTS

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 goals with an in-depth understanding of the project needs. 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



SECTION 4: PROFESSIONAL SERVICES AGREEMENT STATEMENT

Sames Inc. has carefully reviewed the sample Professional Services Agreement provided in the City of Edinburg. We understand and accept the terms and conditions outlined in the agreement, including the requirements related to indemnification, insurance coverage, and performance expectations.

We confirm that our firm:

- Has the capability and intent to satisfy all insurance requirements, including General Liability, Auto Liability, Workers' Compensation, and Professional Liability coverage.
- Will not request modifications to the standard contract language.
- Is prepared to execute the agreement, as provided, upon selection.

Should we be selected by the City to provide the requested engineering services, Sames Inc. agrees to enter into the Professional Services Agreement without exception.

APPENDIX

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.

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 at the end of this response.

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.

PROOF OF 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 will be attached in our response in the procurement webpage.



www.samengineering-surveying.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2025

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 Tower Street Insurance P O Box 803506 Dallas TX 75380-3506 License#: BR-1607120	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 469-788-8888 **FAX (A/C, No):** 469-788-8888 **E-MAIL ADDRESS:** services@towerstreetinsurance.com
INSURED SAMEINC-01 Sames, Inc. DBA: Sam Engineering & Surveying 200 S 10th St Ste 1500 McAllen TX 78501-4860	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nutmeg Insurance Company — 39608 **INSURER B :** Lexington Ins Co — 19437 **INSURER C :** Texas Mutual Insurance Co — 22945 **INSURER D :** Argonaut Insurance Company — 19801 **INSURER E :** SiriusPoint America Insurance Company **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1912052789 **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	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			019810259-00	4/2/2025	3/3/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded. per Occ.	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			46UECEN2437	3/3/2025	3/3/2026	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 [ ] RETENTION $			071732574-00	4/2/2025	3/3/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001273721 929138777744	8/5/2024 8/5/2024	8/5/2025 8/5/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			PROVAE000026600	4/2/2025	3/3/2026	Limit Retention	$3,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

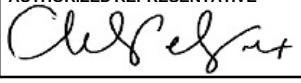
CERTIFICATE HOLDER

PROOF OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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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: July 28th, 2024

Company/Vendor Name: SAMES, Inc.

Printed Name and Title: Samuel D. Maldonado

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: SAMES, Inc.
(Full, correct legal name)

- Address: 200 S. 10th St., Ste 1500 McAllen, TX 78501
- Telephone/Fax: (956)702-8880 / (956)702-8883
- Email address:

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes___ No X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No___

4. Where is the Company's corporate headquarters located? McAllen, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes___ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months) N/A

c. State the number of full-time employees at the Edinburg office. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes___ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. N/A

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Samuel D. Maldonado
Address: 200 S. 10th St., Ste 1500 McAllen, TX
Telephone: (956)702-8880
Fax: (956)702-8883
Email: Sam@samengineering-surveying.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.
Sam Engineering and Surveying

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.

Dominguez v. City of Edinburg - Litigation Summary:
SAMES, Inc. is currently involved in litigation stemming from an old project, the Schunior Detention Pond Phase II in Edinburg, TX. The plaintiff, Edward Dominguez, alleges exposure to site conditions that led to illness. The matter is being handled by outside counsel and remains pending.

Cause No. C-32020-24-I; Jose Luis Delgado and Jose Aldo Delgado vs. Fausto Barra, Faissal Mazloum, Consuelo Balderrama Garcia, Sergio Ray Espinoza, and Sames, Inc.: In the 398th District Court of Hidalgo County, Texas
Claim No. SB004978 - Litigation Summary:
SAMES, Inc. is currently involved in litigation stemming from a non-project-related auto accident that occurred in June 2024 involving an employee operating a company vehicle. The plaintiffs injury and are seeking damages. The case is being managed by outside counsel and remains pending.

HOUSE BILL 89 VERIFICATION

I, Samuel D. Maldonado, the undersigned representative of SAMES, 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:

Samuel D. Maldonado, CEO

TYPE/PRINT NAME AND TITLE:

July 28th, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Samuel D. Maldonado, the undersigned representative of SAMES, 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:

Samuel D. Maldonado, CEO

TYPE/PRINT NAME AND TITLE:

July 28th, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Samuel D. Maldonado, the undersigned representative of

SAMES, 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.

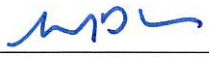
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Samuel D. Maldonado, CEO

TYPE/PRINT NAME AND TITLE:

July 28th, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Samuel D. Maldonado, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of SAMES, 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 17th day of July 2025.

By:

Tirzah Ann Rivera
My Commission Expires
1/8/2028
Notary ID126368063

Notary Public _____

My commission expires: 01/08/2028

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.**

SAMES, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

July 23rd, 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.

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[SOUTH TEXAS INFRASTRUCTURE GROUP, LLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

South Texas Infrastructure Group, LLC Response

CONTACT INFORMATION

Company:
South Texas Infrastructure Group, LLC

Email:
esther@rowsurveying.com

Contact:
Julio Cerda

Address:
900 S Stewart Rd Ste 13
Mission, TX 78572

Phone:
(956) 424-3335

Website:
N/A

Submission Date:
Jul 29, 2025 1:25 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

01._Response_RFQ#2025-004_Liftstation_#4_and_Sewer_Line_Upgrades.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI_-_City_of_Edinburg_2025.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CONFLICT_OF_INTEREST_QUESTIONNAIRE.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

Yes

Statement of Qualifications for RFQ No. 2025-004
Liftstation #4 and Sewer Line Upgrades (Engineering Services)



Prepared for:

City of Edinburg

415 W. University Drive, Edinburg, Texas 78539

Prepared by:

South Texas Infrastructure Group

Submittal Date:

July 29, 2025

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July 29, 2025

City of Edinburg
Attn: Gerardo Carmona,
City Engineer
415 W. University Drive
Edinburg, Texas 78539

RE: RFQ No. 2025-004 Liftstation #4 and Sewer Line Upgrades (Engineering Services)

Dear Mr. Carmona:

South Texas Infrastructure Group, L.L.C. (STIG) is pleased to present our qualifications and offer our Professional Engineering services in response to City of Edinburg's **RFQ No. 2025-004**. **South Texas Infrastructure Group, L.L.C.** is a Hidalgo County, Mission, Texas engineering firm, located on 900 South Stewart Road, Suite #13, who has the experience and knowledge in design and managing for projects in Hidalgo County and the Rio Grande Valley. As president of **South Texas Infrastructure Group, L.L.C.,** I have 27+ years of experience in the public sector where I have been able to work with yearly budgeted funding where we have to be fiscally responsible for it. My commitment to client service and excellent communication has allowed me to maintain a constant client base throughout the Rio Grande Valley.

Our goal is to provide the City of Edinburg and its residents with a thoughtfully designed and constructible **Lift Station #4 and Sewer Line Upgrades Project** that can be delivered efficiently and within the available funding resources. This goal is supported by our team's comprehensive experience and innovative approach to infrastructure design and project delivery. The **South Texas Infrastructure Group, L.L.C.** program is specifically structured to align staffing capabilities with the scale and complexity of each project. We are fully prepared to supplement core design services with a range of ancillary engineering expertise as needed. We believe our proactive and well-rounded Design Team is well-equipped to successfully deliver this important public improvement, and we appreciate the opportunity to submit this Statement of Qualifications for your consideration.

We are eager to provide professional services to the City of Edinburg for any Professional Engineering consulting services related work, and we thank you for the opportunity to provide you with our professional services. I am the primary contact person and may be reached at (956) 451-2670 or by email at julio@southtexasig.com.

Also, we did not receive any addendums or viewed any posted on the City of Edinburg's procurement portal. We acknowledge that this Statement of Qualifications has been prepared as per the requirements of the posted Request for Statement of Qualifications for Professional Engineering Consulting Services pursuant to RFQ No. 2025-004 Liftstation #4 and Sewer Line Upgrade.

Sincerely,

Julio Cerda, P.E., President

FIRM QUALIFICATIONS AND EXPERIENCE:

South Texas Infrastructure Group, L.L.C. provides high quality, cost-effective professional engineering services for:

- ***Roadway /Transportation***
- ***Bridge and general design***
- ***Federal, state and county-funded design and construction projects***
- ***Site Work / Infrastructure***
- ***Land Development (Governmental and Private)***
- ***Utility Design and Coordination***
- ***Drainage Studies (Hydrology and Hydraulics)***
- ***Specifications and Construction Cost Estimates***
- ***Construction Management Engineering***

South Texas Infrastructure Group, L.L.C. (STIG) is a locally owned engineering firm providing a variety of civil engineering services for both the public and private industry. Our firm focuses on delivering quality, cost-effective, and innovative engineering solutions in a timely manner. STIG offers a broad range of experience in consulting services which include transportation engineering, public works, land development, utility design/coordination, planning, project management and construction phase services. We have experience in a capacity of multi-disciplined engineering services, which makes us able to exceed project/client demands and expectations. STIG offers experience, vision, dependability, and creative design approaches.

Key personnel of the STIG staff have previously worked with the City of McAllen, City of Mission, City of Edinburg, Drainage District No. 1, Hidalgo County and the Texas Department of Transportation (TxDOT). This experience further bolsters their expertise of public improvement projects. STIG has over 27 years of experience working on roadway, drainage, water, sewer, and traffic operations projects.

Professional Personnel and Experience

STIG personnel are highly qualified, experienced and motivated. This combination produces constant high-rated, cost-effective, and timely solutions and services for their Clients. In the course of our business we can:

- Plan, design, and manage a design team in development of a widely variety of projects ranging from public improvement projects to private residential and commercial projects.
- Coordinate with state and local agencies in addition to utility surveyors to determine project requirements, while minimizing construction costs and achieving client objectives. Participate in administrative and management duties related to proposal preparation, budget monitoring, and requests for additional service contracts, invoicing, maintaining client relations, and meeting client needs.
- Manage and plan land development projects from site feasibility through design and construction. Meet and coordinate with clients to establish project objectives and monetary constraints while meeting local, state, and federal agency codes. Work with client and design team to value engineer designs in order to minimize construction costs and schedules while optimizing development potential.

- Coordinate with sub-consultants, to include but not limited to the geotechnical engineer, structural engineer, and architects to resolve project and development issues.
- Design and manage preparation of construction documents and specifications for variety of projects including, but not limited to, demolition plans, grading and drainage plans, storm water pollution prevention plans, roadway plans, water and sewer plans, and dimensional control plans.
- Oversee and lead design team in preparation of plats. Track plat through platting process and coordinate with review agencies to achieve plat approval. Prepare, submit, and monitor building permits, state driveway and utility permits.
- Adhere to QC/QA policies to assure that plans are accurate and have been developed with a high level of confidence.
- Review and approve submittals by contractors during construction to determine compliance with project construction documents specifications.

Design/Process Experience

Site	▪ Site Planning, Platting, Zoning, Quitclaim ▪ Feasibility Studies
Grading and Drainage	▪ Site Grading, Underground Storm Drain Design ▪ Open-Channel Design, Culvert Design, Street Drainage, and Detention Pond Design
Hydrology and Hydraulics	▪ HEC-1, Rational Method, Boss RMS, HEC-2, ▪ Microstation Drainage, PondPack, StormCad, and Culvert Master
Roadway/Utility	▪ Roadway Design, Water Plan Design, Sewer ▪ Plan & Profile, Overall Utility Plans, Utility Relocation, and Lift Stations
Construction	▪ Site Demolition Plan, Construction Phasing, and ▪ Traffic Control Plans
Permitting	▪ Building Permit, State Driveway and Utility Permit, ▪ TPDES NOI & NOT, FEMA LOMR & CLOMR

Work Performance:

Understanding of Project & Services

South Texas Infrastructure Group, L.L.C. (STIG) understands that the City of Edinburg is seeking to contract with competent engineering firms, registered and licensed to practice in the State of Texas that have experience with Professional Engineering Services. Detailed services may encompass a broad range of services such as but not limited to the following: field investigation and data collection; feasibility evaluation and alternative analysis; design development and cost estimating; preparation of plans, specifications and estimates; review and check plans, subdivision and parcel maps, and computations submitted by private developers; review of engineering and encroachment permits; prepare environmental reports; review of environmental and engineering reports and proposals; coordination with utility agencies, consultants, and other public agencies; organization, participation and presentations at meetings held by City staff, the City Council, Neighborhood groups, and other stakeholders; preparation of preliminary documents, plans and/or reports including findings and recommendations; preparation final documents, plans and/or reports responding to City and other stakeholder comments; preparation of handouts and graphical displays for public meetings; management and monitoring of capital improvement project; management and monitoring of planning project; administration and monitoring of regional, state, and federal grants; and general civil engineering support services as assigned.

Project Approach

The successful completion of a project can best be attributed to the approach that is taken during project development. The STIG Team has experience working with the current phase-based approach system that the City uses for planning, designing and providing construction phase services for a project. Utilizing elements of the current system, the STIG Team 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.

Project-Kick off Meeting

Prior to beginning any design work, the STIG Team will request a project kick-off meeting. At this meeting, the goal will be to meet the project manager and to get a thorough understanding of the scope and schedule of the project. It will be important to determine any potential issues which might slow down the project so that the scope can account for whatever services may be needed. Determining as many of these issues during this meeting will allow the STIG Team to begin to address them immediately.

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 during this phase and evaluated from a value engineering standpoint. During this phase, our team will also be able to assists the City with the facilitation of any funding agreements, or joint use agreements that may be needed. Preliminary investigations and research will begin during this phase; information such as as-built plans, right-of-way maps and topography maps will be gathered. Other key components of Phase 1 include:

Utilities/Utility Coordination: Communication with all utility companies will begin immediately (AT&T, AEP, etc.). Utility maps will be requested and all facilities will be verified for horizontal location. A preliminary conflict list will be created and distributed to all parties involved with the project. Overall, the utility coordination process will be initiated and by the end of Phase 1 all utility companies within the project limits should be accounted for. Coordination with the irrigation districts that will be affected will also be conducted during this phase.

Environmental: A key element to the project development process is obtaining all environmental clearances. During this phase, our team will work with the city to determine what type of environmental documentation is needed, such as categorical exclusions, blue line reports, and nationwide permits.

Public Involvement: During the early stages of most projects, it is important to get the public's input on the proposed improvements. The Team will develop exhibits, presentations, handouts, provide notice of meetings and any other information that may be needed for public meetings or hearings.

Phase 2 - Design: Phase 2 will consist of developing the detailed plans, specifications, bid tabulations/documents and estimates for each project. Proposed plans will include the preparation of a title sheet/index, plan and profile sheets, irrigation crossings and hydraulic calculations, water and sewer plans, and sequence of work notes. During this phase, any other ongoing coordination will continue with the surveyors, utility companies, and the geotechnical engineer.

Phase 3 - Construction Phase Services: The STIG Team will provide construction phase services support for all projects. Team 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, the STIG team personnel will request visits to the project to assure plan compliance. STIG team personnel will schedule periodic construction meetings to assure that the project is on schedule. The STIG Team 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. Throughout the project construction, the STIG Team will review all shop drawings, review and recommend approval of request for payment, and will work hand-in-hand with the City of Edinburg staff to ensure that the work is progressing as per plans. Upon completion of the project, a final inspection will be performed with the contractor, 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 City of Edinburg. Lastly, STIG will compile and distribute all construction redlines to design consultants for preparation of the "Plan of Record" or "As-Built" Plans. STIG will compile all "Plan of Record" or "As-Built" Plans from the design consultants and deliver them to the City of Edinburg's staff.

QA/QC Practices:

A big part of the success of STIG 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:*** The STIG Team will assign a knowledgeable and experienced team member to lead the various tasks to minimize errors and omissions.
- ***Coordination/Communication:*** STIG will establish open lines of communication between City Engineer and all team members to assure that all project needs are addressed.
- ***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 complying 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.

The success of the STIG Team's QA/QC Program is that it incorporates the five founding criteria in a three-level review process. Prior to each submittal, the plans will first be reviewed on the production level. Technicians and draftsmen will review one another's work. The second level of review will be done by the Project Engineers and Assistant Engineers. A full set of plans will be reviewed by each of the Engineers and Assistant Engineers working on the project. They will cross reference each other's comments and redlines prior to revisions. The final level of review is by the Project Manager, Deputy Project Manager, and QA/QC Manager. They also will cross reference each other's comments and redlines prior to revisions. Throughout the QA/QC Process, the design and consideration of utility design will be closely looked at to minimize conflicts. The STIG Team will coordinate internally to assure the most feasible solution is used for all conflicts, whether it be a design change 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. The STIG Team has demonstrated its ability to provide excellent, innovative, cost-saving engineering and design services in a timely manner. The overall commitment that the STIG Team provides to the project is unsurpassed. Attention to detail and rapid response to issues is a staple of the STIG Team Philosophy. The STIG Team has an excellent track record for successful projects and extremely satisfied clients.

Experience:

PROJECT 1: City of Von Ormy Sewer Improvements Ph I: The project consists of installing on the South side of Interstate 35, 2 lift stations, extending a 15-inch sewer main and installing a 10-inch force main. This project also entails a jack and bores under S Loop 1604, and another one under Interstate 35 and a directional bore under the Medina River.

PROJECT SCOPE: STIG (Julio Cerda, P.E.) served as the Project Design Manager for this project. The design tasks include Design-develop specifications and drawings for the sewer system improvements, construction services for the proposed project. Coordination with all government entities.

Project Manager:	Julio Cerda, P.E.
Project Completion:	On going
Construction Cost:	$11,581,514.44
Engineering Fee:	$805,019.41
Owner's Name:	City of Von Ormy
Owner's Representative:	Art Martinez de Vara
Representative's Phone #:	(210) 861-7283
Representative's Email:	mayor@vonormytx.gov

Project Manager:	Julio Cerda, P.E.
Service Area Size:	231 acres
Project Completion:	Design Complete
Construction Cost Estimate:	$1,059,906.92
Engineering Fee:	$84,792.55
Owner's Name:	Rufino Garza
Owner's Phone #:	(956) 580-2502

PROJECT 2: The Woods at Los Fresnos: This project consisted of designing a lift station; wet well and pump design for a Los Fresnos residence service area of 231 acres and Surrounding areas to cover a total of 6,846 people.

PROJECT SCOPE: STIG (Julio Cerda, P.E.) served as the Project & Design Manager for this project. Duties included project management, wet well and pump system design, hydraulic analysis, and coordination of wastewater infrastructure to serve the 231-acre Los Fresnos residential service area.

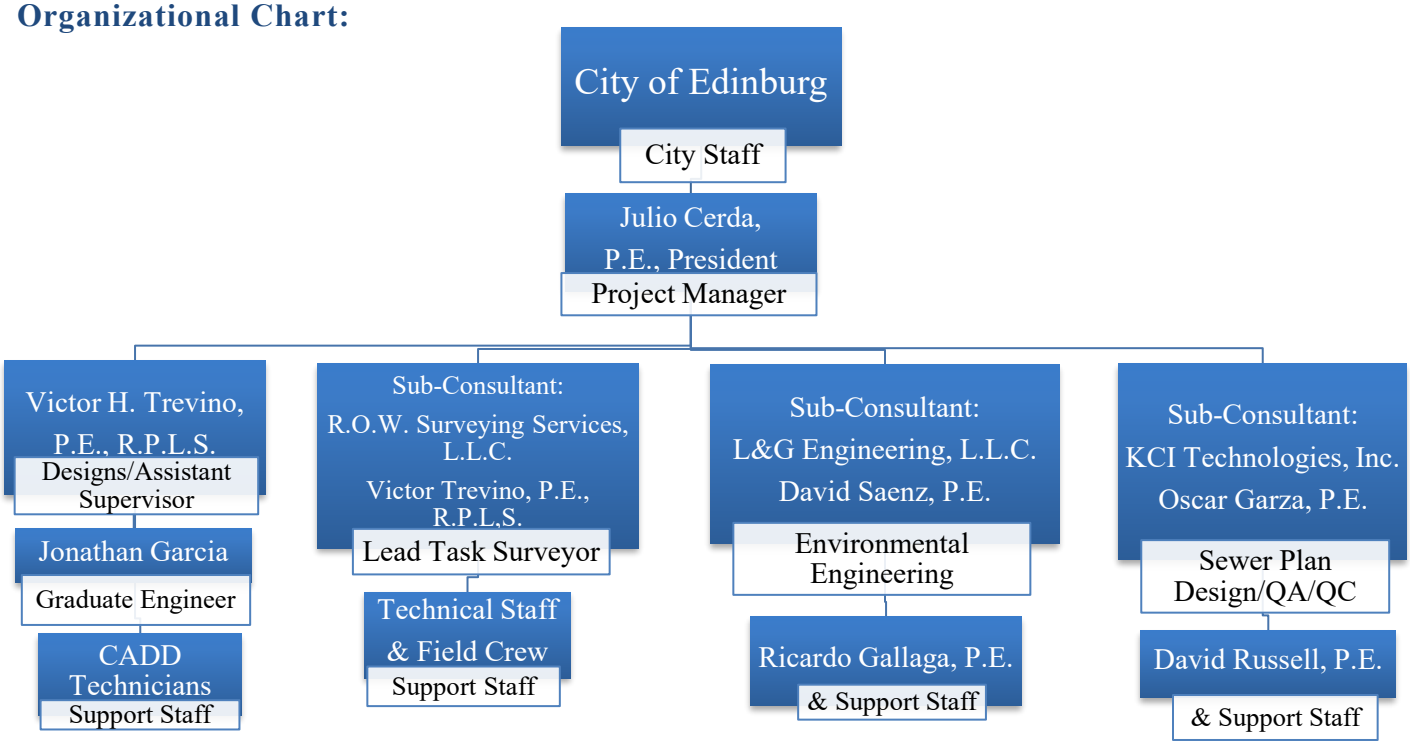
PROJECT 3: The Heights at River Bend Subd.: This project consisted of designing sanitary sewer collection system design for a Brownsville residence service area of 132 acres.

PROJECT SCOPE: STIG (Julio Cerda, P.E.) served as the Project & Design Manager for this project. Duties included project management, wet well and pump system design, hydraulic analysis, and coordination of wastewater infrastructure to serve the 61-acre Brownsville residential service area.

Project Manager:	Julio Cerda, P.E.
Service Area Size:	132 acres
Project Completion:	Design Complete
Construction Cost:	$ 1,154,030.00
Engineering Fee:	$ 92,322.40
Owner's Name:	Union Design Developers
Owner's Representative:	Homer Gonzalez
Representative's Phone #:	(956) 827-8666

TEAM MEMBER QUALIFICATION AND EXPERIENCE:

Organizational Chart:



Summary Paragraph

The project work to be performed with South Texas Infrastructure Group will be as follows:

Mr. Cerda will be in charge as a Project Manager, and will execute QC/QA. Mr. Trevino will be performing all surveys requested by STIG and will execute the QC/QA for any survey done by or for the City of Edinburg. Mr. Garza will execute the QC/QA for any engineering done by or for the project. Mr. Saenz will be performing all Environmental Engineering services requested by STIG. Mr. Trevino will be the design engineer for all street and utilities and land development projects.

Familiarity with Geographical Area

The STIG Team has the expertise, diversity, knowledge, and experience needed to handle public improvement projects. The 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 projects' success. The following is a listing of some of those standards and criteria:

> NEPA Process, Army Corp of Engineer Permit Regulations, Federal Highway Administration Policies, FEMA – Flood Insurance Maps & Regulations, TxDOT Design Standards and Policies (Roadway, Hydraulics, Bridge, Traffic Operations), AASHTO Design Standards, Texas Commission on Environmental Quality (TCEQ), National Pollutant Discharge Elimination System (NPDES), and Institute of Transportation Engineers Traffic Design Manuals.

Ability to Commence Services Immediately

The STIG Team professionals, technical resources, and staff available for this endeavor are summarized below:

STAFF AVAILABILITY

Firm Name	Team Member	Task Leader Role/Responsibility	% Current Commitments	% Project Availability
South Texas Infrastructure Group, L.L.C. (STIG) **900 S. Stewart Rd. Ste. 13** **Mission, TX 78572**	Julio Cerda, P.E.	Senior Project Manager	30%	70%
	Victor Treviño, P.E., R.P.L.S.	Design	20%	80%
R.O.W. Surveying Services, L.L.C. (ROW) **900 S, Stewart Rd. Ste. 13** **Mission, TX 78572**	Victor Treviño, P.E., R.P.L.S.	Surveying Task Leader	35%	65%
L&G Engineering, L.L.C. (LGE) **900 S. Stewart Road, Suite 5** **Mission, TX 78572**	David Saenz, P.E.	Environmental Engineering	40%	60%
KCI Technologies, Inc. (KCI) **2610 N. Shary Road** **Mission, Texas 78574**	Oscar Garza, P.E.	Engineering	40%	60%

Team Task Leaders

Julio Cerda, P.E. (STIG) will serve as the project manager and will liaise directly with the City of Edinburg and the remainder of the STIG/ROWSS/LGE/KCI leadership team. Mr. Cerda's commitment to client service and excellent communication has allowed STIG to maintain a constant client base throughout the Rio Grande Valley.

Victor Trevino, P.E., R.P.L.S. (STIG) has over 12 years of experience in engineering design in the transportation and development industry. Victor assisted Mr. Cerda on the delineation of drainage areas and in the H&H Modeling on Project 22 (Mile 11 N. & FM 1015-2018 Bond Referendum Project #22). He also has experience in management, design, street and utilities and land development projects. His experience includes developing construction plans for approval by the engineer, platting and permitting and managing construction projects.

Victor Trevino, P.E., R.P.L.S. (ROWSS) will be responsible for the direction of survey technicians and field crew and execute QA/QC for any survey done for the project. Mr. Trevino has more than 12 years of experience in professional surveying experience with vertical and horizontal control, topography, cross sections, photogrammetric ground control, boundary surveys and construction layout. This position includes performance of route surveys, boundary surveys, platting, topographic mapping, construction staking, providing quality control, direction field crews and office technicians, budgeting, scheduling, project management and client development.

David Saenz, P.E. (LGE) will serve as the Environmental Engineer for the City of Edinburg Project. Mr. Saenz is available to work immediately and see the project to a successful completion by working with the City of Edinburg staff. He will meet with the STIG and City's staff as needed to discuss environmental reports for the project

Oscar Garza, P.E. (KCI) and his staff will assist with the QA/QC and sewer plan design for this project. Mr. Garza has 13 years of engineering experience with various engineering firms in Texas. His firm has experience and is familiar with local municipal and state regulations required for engineering projects.

RESUMES

Julio C. Cerda, P.E.
Project Manager

EDUCATION

Bachelor of Science – Civil Engineering, Texas A&M University – Kingsville (1998)

REGISTRATION

Professional Engineer – State of Texas; No. 90524

AFFILIATIONS

American Society of Civil Engineers (ASCE)

YEARS OF EXPERIENCE

Civil Engineering Design Public Works (27+ years)

Mr. Cerda has over 27 years of experience in the design and management of various public improvement projects. For eight years Julio served as City Manager for the City of Mission overseeing the operations of the City Engineer and Public Works Director. He has previously worked as a City Engineer for the City of Mission and previous to that for the City of Harlingen. In between working for these cities, he worked as the Asst. Cameron County Engineer overseeing several drainage and roadway projects. Previous to all, he worked for the Texas Department of Transportation as a design engineer. With positions of head of departments in all of these entities provided him with excellent hands on experience with government projects. Julio has been able to take his work experience and utilize it to provide effective engineering services. Furthermore, Julio has worked extensively on the detailed design and development of numerous roadway and drainage projects. He has designed and developed roadway geometrics, traffic control plans, Storm Water Pollution Prevention Plans (SW3P), signing and pavement marking layouts, culvert and storm sewers, general notes, estimates and specifications and coordinated adjustments of conflicting utilities. Julio is also very familiar with Texas Department of Transportation, Federal Highway Administration, Hidalgo County and AASHTO regulations and design criteria. Julio also has extensive experience coordinating with utilities and local irrigation and drainage districts in Hidalgo County.

PROJECT EXPERIENCE

Alberta Rd. Reconstruction (City of Edinburg): This project consisted of reconstructing Alberta Rd from West City Limits to ¼ Mile East of Jackson RD. (Julio Cerda, P.E.) served as the Project & Design Manager for this project. STIG developed the PS& E for widening the 49'B-B Roadway to include sidewalks with no Right of Way to be taken. Duties included contract management, QA/QC, construction phase services and local letting. Duties included design task included hydraulic design, horizontal and vertical alignment and traffic.

ELM Drainage Project (City of Mission): This Project consisted of upgrading the existing storm sewer system by upsizing the existing storm drain pipes, adding new storm drain pipes and channel improvements. (Julio Cerda, P.E.) served as Project & Design Manager for this project. Duties included contract management, QA/QC, construction phase services and local letting. Design tasks included storm drainage design. Provided drainage area map, hydrologic data, hydraulic data sheet, and horizontal and vertical alignments for the storm drain improvements.

Mile 11 North & FM 1015-2018 Bond Referendum Project #22 (6.5 Miles): Hidalgo County Precinct, July 1, 2019-Ongoing. This project consisted of making improvements of 6.5 miles of channels, including local detention systems and pump station. Project Scope: STIG (Julio Cerda, P.E.) served as the Project & Design Manager for this project. Duties included contract management, QA/QC, construction phase services and local letting. Design tasks included hydraulic design, hydrologic modeling system (HEC-HMS), horizontal and vertical alignment, drain typical section, design cross-sections and storm water pollution prevention.

SH 4, SH 48 @ FM 511 Intersection (TxDOT Pharr District CSJ:1504-01-031): This project consisted of the reconstruction of the major intersections from Veterans International Bridge to Port of Brownsville. Being an overweight corridor for the Mexican trucks to the Port of Brownsville, Mr. Cerda designed the intersections to the 100k to 125k trucks and trailers into the Port of Brownsville. The design and development consisted of grading, storm sewer structures, lime treated subgrade, asphaltic concrete pavement, concrete pavement, curb and gutter, roadway signage, and pavement markings. Mr. Cerda was responsible for the design and development of the roadway plans, specifications, and estimate. During the construction phase, Mr. Cerda provided the guidance to the chief inspector and contractor as the project engineer.

VICTOR TREVINO, P.E., R.P.L.S.

EDUCATION

Bachelor of Science-Civil Engineering, 2012
Instituto Tecnológico de Estudios Superiores, Monterrey, N.L., México

REGISTRATION

Professional Engineer – State of Texas;
No. 128195
Civil Engineering
Design Public Works
SIT/TXT11043/2020
Registered Professional Land Surveyor
No. 6968
State of Texas

YEARS OF EXPERIENCE

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12 years

Mr. Treviño has over twelve (12) years of experience in management, design, street and utilities and land development projects. His experience includes developing construction plans for approval by the engineer, platting and permitting and managing construction projects. Mr. Treviño has worked as a project designer in new subdivisions for developers, calculating storm water detention and pipe sizes, designing water distribution, wastewater collection systems, street and roadway development, cost estimates, and cost-efficient recommendations.

PROJECT EXPERIENCE

Alberta Rd. Reconstruction (City of Edinburg): This project consisted of reconstructing Alberta Rd from West City Limits to ¼ Mile East of Jackson RD. (Victor Trevino, P.E.) served as the Project Engineer for this project. Mr. Trevino developed the PS& E for widening the 49'B-B Roadway to include sidewalks with no Right of Way to be taken. Duties included design task included hydraulic design, horizontal and vertical alignment and traffic.

Mile 11 North & FM 1015-2018 Bond Referendum Project #22 (6.5 Miles): Hidalgo County Precinct, July 1, 2019-Ongoing. This project consisted of making improvements of 6.5 miles of channels, including local detention systems and pump station. Project Scope: STIG (Victor Trevino, P.E.) served as the Project Engineer for this project. Duties included design tasks included hydraulic design, hydrologic modeling system (HEC-HMS), horizontal and vertical alignment, drain typical section, design cross-sections and storm water pollution prevention.

ELM Drainage Project (City of Mission): This Project consisted of upgrading the existing storm sewer system by upsizing the existing storm drain pipes, adding new storm drain pipes and channel improvements. (Victor Trevino, P.E.) served as Project Engineer for this project. Design tasks included storm drainage design. Provided drainage area map, hydrologic data, hydraulic data sheet, and horizontal and vertical alignments for the storm drain improvements.

Inspiration Rd Water and Sewer Adjustments (City of Mission): This project consisted on the relocation of water lines and sewer lines being in conflict with the expansion of Inspiration Rd. The project consisted on the relocation of 10,500 LF of 12" water line, 1,700 LF of 8" waterline, 2,300 LF of 16" sewer force main, 590 LF of 12" sewer force main and 600 LF of 10" sewer force main. The purpose of this project is to have water and sewer cleared for the reconstruction of Inspiration Rd. All of the design was developed so that it worked with the proposed street and drainage plans developed by L&G Engineering. Mr. Treviño prepared sanitary sewer plans, force main plans, water lines plans, profiles and details for the engineer.

RCW Subdivision Drainage Improvements: This project consisted grading ditches, installing storm sewer; driveway pipes and safety end treatments. Project Scope: (Victor Trevino, P.E.) served as the Project Engineer for this project. Design tasks included storm drainage design for RCW Subdivision. Provided drainage area map, hydrologic data, hydraulic data sheet, and horizontal and vertical alignments for the storm drain improvements.

Jonathan Garcia, Graduate Engineer

EDUCATION

University of Texas Rio Grande Valley – Edinburg, TX

Bachelors Degree -Civil Engineering Year 2016

YEARS OF EXPERIENCE

8+ Years

Mr. Garcia has 8+ years of experience as a Graduate Engineer in the civil infrastructure area in project that vary from residential & commercial developments to roadways & utilities locate. Mr. Garcia is knowledgeable in all aspects of surveying including CADD software design, preparing legal descriptions, problem-solving, and research.

Project Experience:

Mayfair Residential Subdivision, Mission Texas. Assist Professional Engineer in the development of an 83 Lots Residential Subdivision located in the City of Mission, Texas. The duties involved vary from collecting topographic information, deed research, preliminary design for map layout, design utilities according to the City of Mission design parameters, calculate construction estimates, coordinate construction with the contractor, recording of the documents such as easements, boundaries and final plat.

Carrizales Residential Subdivision, Mission Texas. Assist Professional Engineer in the development of an 48 Lots Residential Subdivision located in the City of Mission, Texas, ETJ. The duties involved vary from collecting topographic information, deed research, preliminary design for map layout, design utilities according to the City of Mission design parameters, calculate construction estimates, coordinate construction with the contractor, recording of the documents such as easements, boundaries and final plat.

Palo Alto Residence Phase 1 & 2 Residential Subdivision, Brownsville Texas. Assist Professional Engineer in the development of an 124 Lots Residential Subdivision located in the City of Brownsville, Texas. The duties involved vary from collecting topographic information, deed research, preliminary design for map layout, design utilities according to the City of Brownsville design parameters, calculate construction estimates, coordinate construction with the contractor, recording of the documents such as easements, boundaries and final plat.

FM 1925 Road (10th Street to McColl Road) San Benito, Texas. Survey Technician responsible for deed research, abstract maps, sketch 38 parcels plats, parent tract, metes and bounds descriptions & closure report.

US 77 83 South Parallel Corridor (FM 2520-FM 1577), San Benito, Texas. Survey Technician responsible for deed research, abstract maps, sketch 45 parcels plats, parent tract, metes and bounds descriptions & closure report.

Taylor Rd Water and Sewer Adjustments, McAllen, Texas. Assist in the relocation of Water & Sewer Utilities. Duties involved vary from locate Utility companies for information of the existing utilities, collect & process topographic information, mapping of the existing conditions, design the proposed improvements, sketch the construction sheets and calculate the estimate the construction cost.

VICTOR TREVINO, P.E., R.P.L.S.

EDUCATION

Bachelor of Science-Civil Engineering, 2012
Instituto Tecnológico de Estudios Superiores, Monterrey, N.L., México

REGISTRATION

Professional Engineer – State of Texas; No. 128195
Civil Engineering Design Public Works SIT/TXT11043/2020
Registered Professional Land Surveyor No. 6968
State of Texas

YEARS OF EXPERIENCE

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12 years

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 424-3132
TBPLS REG. FIRM# 10193886

Mr. Treviño provides field and office surveying expertise, performs surveys, supervises crews, and coordinates operations with land developers and governmental agencies. He has experience in vertical and horizontal control, topography, cross sections, photogrammetric ground control, boundary surveys and construction layout. Mr. Treviño has over twelve (12) years of professional surveying experience.

PROJECTS:

Inspiration Rd/Military Pkway: This Project consist of field surveys for engineering from US 83 to Military Pkway. Responsible for right-of-way retracement of approximately 4.46 miles of highway. Provided recovery of and re-establishment of existing centerline and right-of-way monuments, conducted deed research, analysis of right-of-way, monumentation of right-of-way with new monuments set, and provided right-of-way maps. Parcel Plats, Metes and Bounds descriptions, and final ROWSS deliverables. (Victor Trevino, P.E., R.P.L.S.) served as the Project Engineer for this project.

Mile 11 North & FM 1015-2018 Bond Referendum Project #22 (6.5 Miles): Hidalgo County Precinct, July 1, 2019-Ongoing. This project consisted of making improvements of 6.5 miles of channels, including local detention systems and pump station. **Project Scope:** STIG (Victor Trevino, P.E., R.P.L.S.) served as the Project Engineer for this project. Duties included establishing benchmark identifications and tie into approved USGSSSS, FEMA or County Benchmark data; obtain data of existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures; obtain profiles of intersecting roadways that cross existing and proposed channels; obtain data for all existing or proposed utilities that may affect the project, including but not limited to water lines, sewer lines, gal lines, telephone lines, cable lines, etc.; obtain flood plain and cross-section (along with appropriate overbank data), and establish reach lengths, as required; primary project control points (horizontal and vertical control points) and secondary control points; and coordinate with various agencies; data collection.

Bus 281 - SH 107 Roadway & Drainage Improvements: (ROW) This Project consist of field surveys for engineering from Courthouse Square to HWY 281/ Existing Outfall to Raul Longoria. Responsible for right-of-way retracement of approximately +/- 1.5 miles roadway / 1.1 Miles Existing Outfall. Provided recovery of and re-establishment of existing centerline and right-of-way monuments, conducted deed research, analysis of right-of-way, monumentation of right-of-way with new monuments set, and provided right-of-way maps. Parcel Plats, Metes and Bounds descriptions, and final ROWSS deliverables. (Victor Trevino, P.E., R.P.L.S.) served as the Project Engineer for this project.

Mile 10 Road (Mile 6 to SH 1015): (ROW) This Project consist of field surveys for engineering from Mile 6 to SH 1015. Responsible for right-of-way retracement. Provided recovery of and re-establishment of existing centerline and right-of-way monuments, conducted deed research, analysis of right-of-way, monumentation of right-of-way with new monuments set, and provided right-of-way maps. Parcel Plats, Metes and Bounds descriptions, and final ROWSS deliverables. (Victor Trevino, P.E., R.P.L.S.) served as the Project Engineer for

RESUMES

OSCAR GARZA, PE

Project Manager

Education:
BS / Civil Engineering / 2011 / The University of Texas, Rio Grande Valley

Registrations/Certifications:
PE / TX / 122125 / 2015

Years of Experience: 13 years
Years with KCI: 5 years

Oscar Garza is a project engineer with KCI and has more than ten years of experience in the civil engineering industry. Oscar's experience includes roadway design, hydrology, hydraulics, traffic design, and construction engineering and inspection.

He is proficient in legacy GeoPAK (2D Design), SS3, and newer 3D Modeling and Design. He has a high understanding of governing design manuals and codes including: TxDOT 2014 Roadway Design Manual, TxDOT Hydraulic Design Manual, TxDOT Geotech Manual, HEC-18, AASHTO Green Book, AASHTO Roadside Design, AASHTO Pedestrian Facilities, FEMA Flood, Fed Aviation Admin., Railroad Commission, and Texas Administrative Code. Oscar is also experienced in using Watershed Modeling System and GIS driven software to increase efficiency of performing hydrologic analysis.

US 281, Texas Department of Transportation, Pharr, TX. **Project Engineer.** This project included PS&E for the proposed improvements to US 281 under Contract No. 21-85DP5003. The project limits are from 0.60 miles south of SH 186 to 0.34 miles north of FM 490 in Hidalgo County, Texas.

Mile 1 East. City of Mercedes, TX. **Project Manager.** This project included S&E review and PS&E services for the reconstruction of Mile 1 East for the City of Mercedes. This 1.40-mile corridor runs from BUS 83 (south end) to the Mile 8 North (north end) and consists of urban and rural roadways. This project is a local let project in Hidalgo County funded by federal, state, and city monies. KCI is involved in developing the Advanced Funding Agreement between the RGV MPO, TxDOT, City of Mercedes, and Hidalgo County.

US 83 La Joya Relief Route, Texas Department of Transportation, Pharr, TX. **Project Engineer.** This project included Schematic and Environmental and PS&E for 9.16 miles of new location rural highway and storm drainage system consisting of frontage roads and direct connectors from existing US 83 to the proposed relief route.

SH 75 Hydraulic Impact Analysis, Texas Department of Transportation, Houston, TX. **Project Engineer.** This project involved preliminary engineering services to conduct a hydraulic study to determine the needs for detention ponds and verify the preparing schematic design to meet drainage requirements for the widening of SH 75 from FM 3083 to FM 2432 in Montgomery County, Texas.

FM 1847, Texas Department of Transportation, Cameron County, Pharr, TX. **Project Manager.** Mr. Garza served as Project Manager for rehabilitation and widening of the existing roadway. He completed the grading, flexbase, asphaltic concrete pavement, signing and pavement markings, drainage improvements, replacement of irrigation structures and bridge widening. He designed the signing and pavement marking scheme and channelization plans per TMUTCD. He also performed the hydrologic analysis including defining the drainage area, selected design storm and duration, determined gross precipitation depth, established time of concentration, and calculated existing condition runoff. Mr. Garza analyzed and designed the open system using HY-8 including roadside ditches for storage and conveyance, cross culverts, and three drainage ditches sized and graded utilizing a special excel program that he wrote. He also conducted a full scour analysis of the subject bridge including creating HEC-RAS models and writing a Level II Bridge Scour Analysis report consisting of all hydraulic calculations, design, and methodology.

RESUMES

DAVID RUSSELL, PE

Water Designer

Education:
BS / Civil Engineering / 2011 /
University of Texas, San Antonio

Registrations/Certifications:
PE / TX / 123318 / 2016

Years of Experience: 10 years
Years with KCI: 6 years

Mr. Russel is a Project Manager with ten years of experience. His passion for the work, ability to collaboratively partner with his clients and desire to lead to a team has propelled his career in just a few short years. He offers diverse expertise in all phases of the project lifecycle from inception to completion; to include design, planning, accessing utility conflicts, and construction oversight. Mr. Russell has provided consulting services on various general civil and utility infrastructure projects for state, county, and city agencies.

2018 Dead End Mains, San Antonio Water System, San Antonio, TX. **Project Engineer.** KCI provided planning/design services. Part of this effort was to also identify the initial grouping of projects to meet cost restraints for the 2018 budget. This Group 1 was in the middle of an extremely fast-track schedule to make SAWS board in January. The design included 1,500 LF of 8 through 16-inch water mains at 10 different locations within SAWS service area. The project bid within 2.5% of the engineer's estimate and is currently under close- out phase after recent completion of construction.

US 181 Harbor Bridge Project, Flatiron/Dragados LLC, Corpus Christi, TX. **Water and Sewer Task Manager.** The majority of the distribution system was placed in service using asbestos cement pipe (ACP) and or a combination of materials such as cast iron, ductile iron and polyvinyl chloride pipe. Water main systems range from 4"-16" in diameter. Using TxDOT's Utility Accommodation Requirements, 88,000 LF of water main system improvements were identified. KCI prepared 13 packages to accomplish the relocation designs. Methods included remove/replace, reroute/abandon, and parallel/abandon. All designs were prepared in accordance with governing TxDOT and Corpus Christi requirements. Portions of existing, intersecting water main systems identified to remain in service were connected. The remaining portions of the existing water main systems were either removed or grout-filled and abandoned in place.

Carmona Hills Subdivision, KB Home Lone Star Inc., San Antonio, TX. **Project Manager.** Mr. Russell provided engineering design and project management services. KCI's services included land planning, platting, street and drainage design, tree mitigation and permitting, to include SAWS water and wastewater design, and utility coordination. City of San Antonio and SAWS plan approval submittals, and construction oversight to include testing was part of the scope of work. 2,099 LF of 8-inch diameter gravity wastewater was installed, associated wastewater manholes, and service connections were designed and installed in accordance with SAWS Utility Service Regulations. The design was also checked for compliance with SAWS and TCEQ regulations. Construction reports were provided to SAWS inspectors at time of Field Acceptance Records.

Premont Lift Station, Texas Department of Transportation, Premont, TX. **QA/QC.** Design for a new 2.0 MGD capacity, triplex lift station to serve the City of Premont, Texas. The team provided civil site, electrical, mechanical, structural, and architectural documents for the improvements. The work included the abandonment of approximately 5,200 LF of 15-inch sanitary sewer; the phased abandonment and demolition of the existing 70-year old, 1.0 MGD duplex lift station; relocation of the existing electrical service and emergency generator; design of approximately 3,900 LF of new 15- to 30-inch diameter gravity sanitary sewer, 650 LF of new 8-inch diameter force main, a 16-foot diameter wet well, pump controls, control building, access road and other site improvements. Given the age of the facility, no record information was available. Mr. Russell provided quality assurance/quality control on the pipelines for the project.

RESUMES

KATHY BEREK, PE, ENV SP

Practice Leader

Education:
BS / Civil Engineering / 1980 / University of Delaware
ME / Civil Engineering / 1996 / The University of Texas

Registrations/Certifications:
PE / TX / 87628 / 2001
ENV SP / 18346 / 2016
IAM Certificate in Asset Management – The Principles in Asset Management

Years of Experience: 34 years
Years with KCI: 6 years

Ms. Berek is a seasoned engineering manager with 34 years of experience on all phases of public works projects with the goal of safe on-time on budget completion of the intended project. She is consistently supporting the coordinate collaboration between contract and public agency teams, optimizing the allocation of resources for initiatives totaling up to billions of dollars. This included all phases of planning, implementation and management of engineering design / construction operations with the introduction of new processes, procedures, systems, and controls. She provides team members with the training, resources, guidance, to prepare for challenging project needs.

Program Management for Construction Management and Inspection – NETL Program, City of Houston, Houston, TX. **Construction Management Program Manager.** KCI provided Program Management for the Construction Management and Inspection (CM&I) tasks for each of the 13 large diameter (54-inch to 120-inch)
water line projects that fall within the City's Surface Water Transmission Program. Task include the management of CM&I firms, constructability reviews, risk analysis and management, senior inspection, construction inspection training, project scheduling and controls, Stakeholder coordination and Public outreach, development and monitoring of standardized CM&I procedures.

6-MGD Surface Water Treatment Plant, City of San Marcos, San Marcos, TX. **Design Engineer.** Assigned to liquid chemical feed system, including pumping system, bulk storage tanks, monitoring instruments, and disinfection facilities (chlorinators, vacuum regulators / ejectors, solids contact clarifier - tube settlers, sludge blow-down valve, and re-circulation pump). Planned the design for 36 MGD for future plant capacity.

Disinfection Schemes for Various Water Treatment Plants, , Various Locations, TX. **Design Engineer.** Delivered disinfection studies for alternative disinfection schemes focused on Bistone MWD, Mansfield, San Marcos, Brazos River Authority, and Waxahachie water treatment plants.

High Service Pump Station and Clearwell Design, City of Mansfield, Mansfield, TX. **Project Manager.** Spearheaded design of Upper Pressure Plane High Service Pump Station (cast-in-place) encompassing 3 3,600-GPM, 350-HP pumps, new electrical building, and 1.5-MG baffled cast-in-place clearwell. Project required retaining wall, fence, and architectural / sound control due to proximity to residential area.

Integrated Pipeline Program Conceptual Study, Tarrant Regional Water District, Dallas, TX. **Client Services Manager.** Participated in TRWD and Dallas partnering sessions for planning the $2.3B program. Collaboration included preparation of the finance and delivery agreements between the two agencies, plans for program procurement and communication, risk assessment, and 150-mile corridor analysis

Richland Chambers Pipeline System High Capacity Expansion, Tarrant Regional Water District, Fort Worth, TX. **Principal-in-Charge.** Supported construction of 240 MGD new booster pump station at Ennis as well as 240 MGD expansion of existing booster pump station in Waxahachie. Project encompassed electrical substations, storage tanks, yard piping, 5000 horsepower pumps, motors, and variable frequency drives. Pipeline system draws water from Richland-Chambers reservoir. Achieved the Texas CEC Silver Award in 2006.

Rockwell-Heath Transfer Sewer, North Texas Municipal Water District, Rockwell, Heath, and Forney, TX. **Project Manager.** Managed construction of a 15-mile transfer sewer system serving multiple cities (Rockwall, Heath, and Forney) and connecting to NTMWD's South Mesquite Wastewater Treatment Plant. Led design / construction of 36- to- 48 inch diameter trunk sewer, lift station, and splitter box structure.

Rowlett Creek Wastewater Treatment Plant (WWTP) Emergency Scrubber Project, City of Garland, Garland, TX. **Owner's Engineer.** Delivered expertise and support of construction administration focused on city's role of general contractor for the Emergency Scrubber Project. Analyzed equipment shop drawings, equipment / staff scheduling, pay estimates, contract modifications, and change orders.

Rowlett Creek Wastewater Treatment Plant (WWTP) Emergency Scrubber Project, City of Garland, Garland, TX. **Owner's Engineer.** Coordinated design operations for enclosing an existing chlorine ton-cylinder storage area with concrete tilt walls, moving sulfur dioxide feed system to building for protection by a 1-ton dry media chlorine / sulfur dioxide scrubber. Drove demolition of a bridge crane and replaced it with 2 monorails. Installed new chlorine residual sampling point at plant outfall (radio system for signal return to SCADA plant).

Surface Water & Treatment System (SWATS) Expansion – 15-MGD, Brazos River Authority, Granbury, TX. **Design Engineer.** Engineered design and construction for solids contact clarifier ultra-filtration membrane system, reverse osmosis membrane system and storage / feed systems for lime, soda ash, ammonia, and carbon dioxide. Conducted review and processing of shop drawings, requests for information, contract modifications, and preparation of information logs.

Wastewater Improvements Project, Confidential Client, Vicksburg, MS. **Regional Water Operations Manager.** The improvements include above ground surge and equalization tanks and pumps for handling storm water across the refinery and redundant dissolved nitrogen flotation (DNF) process units. These improvements will provide improved stormwater management and oil-water separation to achieve their NPDES discharge requirements.

Water Conservation, Dallas Water Utilities, Dallas, TX. **Client Services Manager.** Provided program management for four local public relations firms. Delivered expertise in the areas of budgeting, program operations, scheduling, media planning, and coordination of joint efforts with TRWD.

Water Treatment Plant Expansion Preliminary Design, Trinity River Authority (TRA), Huntsville, TX. **Project Manager.** Coordinated development of technical memoranda on Water Demand / Supply Projections, Membrane Evaluation, High-Service Pumping Improvements, and Solids Handling as well as Alum Recovery and Nitrate Removal Process Evaluation.

Water Treatment Plant Improvements, City of Waxahachie, Waxahachie, TX. **Task Manager.** Functioned as Task Manager in design of chemical feed facility, encompassing chlorine ton cylinder storage area / monorail and delivery as well as vacuum chlorine feed system. Performed expert analysis of CT evaluation, chemical bulk storage containment and delivery area for alum, caustic, liquid ammonia sulfate, fluoride, and sodium chlorite.

Water Treatment Plant Up-Rating Study, City of San Marcos, San Marcos, TX. **Task Manager.** Served as Task Manager charged with overall review of flow, turbidity, TOC, THM, HAA and additional water quality parameters as well as hydraulic analysis of treatment units. Reviewed chemical feed / storage, backwash, and solids-handling facilities. Findings resulted in up-rating report for TCEQ capacity increase from 6- to 9-MGD.

L&G Consulting Engineers, Inc.

David A. Saenz, P.E., C.F.M.

EDUCATION

Texas A&M University – Kingsville, Bachelor of Science in Civil Engineering with Honors, 2003
Member of Tau Beta Pi, National Engineering Honor Society

PROFESSIONAL REGISTRATION

Professional Engineer, State of Texas, 2008, #102365
Certified Floodplain Manager, FEMA, 2011, Certification # 2205 11N
TxDOT Pre-Certified Categories – 3.1.1, 3.2.1, 3.3.1, 3.4.1, 3.5.1, 4.1.1, 4.2.1, 4.3.1, 5.1.1, 8.1.1, 10.2.1, 10.5.1, 11.1.1, 12.1.2, 14.1.1, 14.2.1, 14.3.1, 14.4.1

PROFESSIONAL EXPERIENCE

- **Project Manager/Engineer**, L&G Consulting Engineers, Inc. (L&G) Dec. 2008 – Present
- Engineering Assistant, L&G Consulting Engineers, Inc. (L&G) Nov. 2007 – Dec. 2008
- Engineering Assistant, Texas Dept. of Transportation – Pharr District Jan. 2004 – Nov. 2007

Mr. Saenz's post graduate engineering career begin at the Texas Department of Transportation (TxDOT) in the Pharr District Bridge Section working primarily in bridge review, bridge management, structural design and PS&E design. Under Bridge Review, he provided QC/QA of bridge geometry, bridge details and bridge design for many large scale expressway projects including US 83, US 281, and US 77/83 projects. Under Bridge and Structural Design, he provided design & details for various bridge types including slab & box beam bridges, I-beam bridges and girder bridges.

At L&G Engineering, Mr. Saenz works in a dual role providing a general **Project Engineer** role for L&G Engineering with responsibilities in planning, designing and project development of roadway and bridge geometrics, cross sections, hydrologic & hydraulic analyses, schematics, bridge designing and detailing, structural analyses, geotechnical analyses, project construction cost estimates and scheduling, general notes and bidding documents. His primary duties in this position are bridge geometrics/design, retaining wall geometrics/design, structural geotechnical projects, pavement design projects and hydraulic analyses for bridge design. Mr. Saenz also serves as the **Laboratory Engineer of Record/Geotechnical/Construction Material Testing (CMT) Engineer**. In this position Mr. Saenz is responsible for all engineering, geotechnical and construction material testing (CMT) laboratory projects in addition to the managing of various aspects of the engineering laboratory. His duties also include overseeing personnel during the development and subsequent completion of L&G projects and providing QC/QA (L&G Quality Control Director) for all laboratory testing procedures (verifying laboratory compliance with ASTM, AASHTO, ACI, TAPA and TxDOT testing requirements as specified by project). He is responsible for the review of all commercial/governmental CMT reports produced by L&G. Additionally; Mr. Saenz typically serves in the lead design role with the development and analyses of Geotechnical Studies and Recommendations for various clients. Mr. Saenz has a wealth of hands-on experience in soil classification, soil testing, and concrete field and lab testing. He has completed over 125 Geotechnical Studies in South & Central Texas including over 50 Transportation Facilities.

PROJECT EXPERIENCE (Major Projects in the Area of Geotechnical Engineering & CMT)

- Hidalgo County and DHS Levee Re-Construction and Floodwall Project
- USIBWC Lower RGV Interior Flood Control System Projects
- HCRMA SH 365 Segment I/II/III & IBTC Project
- FM 396 Anzalduas Extension and US 83/FM 396 Project (Anzalduas International Corridor)
- US 77 Project and SH 550 Project (Controlled Access Facilities – Expressway Type) (2 Projects)
- US 83 Expressway at Inspiration Rd. Project (Geotechnical Engineering for Bridge/Ret. Walls/Pavement)
- CCRMA – SPI 2nd Access Bridge Project (Geotechnical Engineering and Pavement Designs)
- CCRMA – SH 550 Toll Project (Geotechnical Engineering and CMT)
- Hidalgo County Drainage District No. 1 – Raymondville Drain Project (Hidalgo and Willacy Co.)
- Petroleum Company Site Projects – Central Processing Facilities, Oil Handling Facilities and Tank Fields
- L&G Geo/CMT Projects – Commercial Geotechnical Work (Building Foundations & Site Work)

L&G Consulting Engineers, Inc.

Ricardo S. Gallaga, Jr., P.E.

EDUCATION

Texas A&I University at Kingsville, Bachelor of Science in Civil Engineering, 1984

PROFESSIONAL REGISTRATION

Professional Engineer in the State of Texas since 1990, Serial No. 67612
Local Government Project Procedures Qualification for TxDOT (LGPP)

PROFESSIONAL EXPERIENCE

L&G Eng. / L&G Eng. Lab., **Sr. Project Manager and Sr. Construction Eng.**	2012 – Present
TxDOT, Assistant Area Engineer (San Benito - Pharr District)	1993 – 2012
TxDOT, Design Engineer (Pharr District, Pharr Area Office)	1990 – 1993
TxDOT, Construction EIT/Inspector (Tarrant Cnty Const, Ft Worth District)	1984 – 1990

Mr. Gallaga has over 28 years of experience in the public sector (beginning his career and working with TxDOT until retirement in 2012 and subsequently joining L&G Consulting Engineers, Inc. (L&G) (including L&G Lab). Mr. Gallaga brings a wealth of knowledge and experience in general transportation infrastructure projects with an emphasis in the fields of Construction Engineering including construction development, oversight, inspection, management, contract administration and scheduling. As the San Benito Area Office Assistant Area Engineer, he oversaw and was directly responsible for all of the Area Office construction projects which included the expansion of the major corridors (US 77 and US 83) during a time noted as the District's and San Benito Area Office's heaviest workload period since inception. Mr. Gallaga's experience in the field of Construction Engineering stems from his time as a Construction EIT/Inspector, and Assistant Area Engineer (over 25 years). As the Assistant Area Engineer with TxDOT San Benito Area Office, he was directly in charge of many large scale projects including the US 77 / US 83 Interchange project and all of US 77/US 83 construction projects from Harlingen to Brownsville Los Tomates Bridge. He was also directly in charge of the US 83 construction expansion from US 77 / US 83 Interchange in Harlingen to Cameron/Hidalgo County Line. Mr. Gallaga is also highly cognizant of the necessary oversight requirements of Geotechnical Testing (GEO) & Construction Material Testing (CMT) programs for construction and has personally overseen testing to ensure compliance with project specifications. At L&G Engineering, Mr. Gallaga serves as the **Senior Project Manager & Senior Construction Engineer**. Mr. Gallaga also provides QA/QC for testing and laboratory oversight.

IN THE AREA OF CONTRACT ADMINISTRATION: Mr. Gallaga was responsible for oversight of the San Benito Area Office construction program during the expansion of two primary Expressway corridors (US 83, US 77). Other projects included added capacity projects, off-system bridge projects, seal coat and overlays projects as well as various and miscellaneous project types. During this period, he participated in the resolution of disputes and claims associated with various construction issues. He has an extreme understating of necessary requirements to formally process field change orders as necessary and provide overall documentation requirements.

IN THE AREA OF CONSTRUCTION MANAGEMENT / ENGINEERING / INSPECTION: Mr. Gallaga was responsible for the day to day project activities and requirements as well as the management of various types of projects as the Assistant Area Engineer in the TxDOT San Benito Area Office. He is well versed in the requirements of transportation infrastructure construction projects and can provide insight in to potential pitfalls that can be attributed to construction scheduling issues and conflicts. He has coordinated work with various local and state to ensured Contractor compliance with contract documents. He has verified and approved shop drawings for construction.

PROJECT EXPERIENCE (Major Projects in the Area of Geotechnical Engineering, CMT & CEI)

- US 83 Expressway from Hid/Cam Cnty Line to Brownsville, TX
- US 77 Expressway from Cameron/Willacy Cnty Line to North of Raymondville TX
- US 77 Expressway and US 83 Expressway Interchange in Harlingen, TX
- SH 100 from US 77/83 Expressway to Laguna Vista
- SH 550 from US 77 to SH 48

REFERENCES:

1) **Mardoqueo Hinojosa, P.E., City Engineer**
City of Edinburg **Phone No.: (956) 388-8955**
Project: Alberta Rd Reconstruction: Project & Design management and coordination with City Engineer; project consisted of reconstruction of Alberta Rd. from West City Limits to ¼ mile East of Jackson Rd

Project: Chapin Road Bridge Water & Sewer Adjustment (Limits from Chapin Road Bridge East to McColl Road): Project management and coordination with City Engineer; Water and sewer line design including utility adjustments and relocations; provide general plan sheets and task; and contraction phase services.

Project: Schunior & McColl Road (Limits from Schunior ¼ Mile East of McColl to McColl ¼ Mile North of Sh 107): Project management and coordination with City Engineer; Water and sewer line design including utility adjustments and relocations; provide general plan sheets and task; and contraction phase services.

Project: Edinburg Hike & Bike Trail: Provide description of surrounding area and specific area of environmental concern. Determine required federal, state, and local action required for Environmental clearance. Request Geosearch project databases. Provide BCE report containing exhibits, including a location map and a typical section, USGS quad sheet location, photos with legend description locator, and Section 4(f) evaluation, if any, and summarized findings.

2) **Art Martinez de Vara, Mayor**
City of Von Ormy **Phone No.: (210) 861-7283**

Project: City of Von Ormy Sewer Improvements Ph I: The project consists of installing on the South side of Interstate 35, 2 lift stations, extending a 15-inch sewer main and installing a 10-inch force main.

3) **JP Tarrarzas, P.E., City Engineer**
City of Mission **Phone No.: (956) 585-3275**

Project: ELM Drainage Project: This Project consisted of upgrading the existing storm sewer system by upsizing the existing storm drain pipes, adding new storm drain pipes and channel improvements. Duties included contract management, QA/QC, construction phase services and local letting.

INSURANCE:

STIG insurances are handled by Mr. Andrew Gonzalez of 5G Insurance Agency, located at 3102 E Bus Hwy 83, Ste A, Weslaco, Texas 78596, and the office number is (956) 969-1552. We have the following policies and coverage limits:

Type of Insurance	Limits	Insurer
Commercial General Liability	$1,000,000.00	The Hartford
Damage to Rented Premises	$1,000,000.00	
Medical Expense	$10,000.00	
Personal & ADV Injury	$1,000,000.00	
General Aggregate	$2,000,000.00	
Products-Comp/OP AGG	$2,000,000.00	
Automobile Liability	$1,000,000.00	The Hartford
Umbrella Liability	$1,000,000.00	The Hartford
Workers Compensation		
& Employers' Liability	$1,000,000.00	The Hartford
E.L. Each Accident	$1,000,000.00	
E.L. Disease-Each Employee	$1,000,000.00	
E.L. Disease-Policy Limit	$1,000,000.00	
Professional Liability	$1,000,000.00	Hiscox, Inc.
Per Claim	$1,000,000.00	
General Aggregate	$1,000,000.00	

Certification of Litigation

"South Texas Infrastructure Group, L.L.C. has not had any significant prior or ongoing contract failures, any civil or criminal litigation or investigations pending which involves South Texas Infrastructure Group, LLC. and has not been judged guilty or liable within the past five (5) years."

Signature: _____ Date: July 29, 2025

Julio C. Cerda, P.E., President

PROFESSIONAL SERVICES AGREEMENT STATEMENT:

I, Julio Cerda, have read the Professional Services Agreement, will provide the prerequisite insurance requirements and if selected, I agree to the Professional Services Agreement terms.

Signature: _____ Date: July 29, 2025

Julio C. Cerda, P.E., President

CONTACT INFORMATION

South Texas Infrastructure Group, L.L.C.

Contact: Julio Cerda, P.E., President, 900 S. Stewart Road, Suite 13, Mission, TX 78572
Office: (956) 424-3335, Mobile: (956) 451-2670, Email: julio@southtexasig.com

Contact: Victor Trevino, P.E., R.P.L.S., 900 S. Stewart Road, Suite 13, Mission, TX 78572
Office: (956) 424-3335, Mobile: (956) 560-3415, Email: victor@southtexasig.com

R.O.W. Surveying Services, L.L.C.

Contact: Julio Cerda, P.E., President, 900 S. Stewart Road, Suite 13, Mission, TX 78572
Office: (956) 424-3335, Mobile: (956) 451-2670, Email: julio@southtexasig.com

Contact: Victor Trevino, P.E., R.P.L.S., 900 S. Stewart Road, Suite 13, Mission, TX 78572
Office: (956) 424-3335, Mobile: (956) 560-3415, Email: victor@southtexasig.com

KCI Technologies, Inc.,

Contact: Oscar Garza, P.E., 2610 N. Shary Road, Mission, TX 78574
Office: (956) 271-6694, Mobile: (956) 369-4529, Email: Oscar.Garza@kci.com

Contact: David Russell, P.E., 13750 San Pedro Avenue, Suite 640, San Antonio, TX 78232
Office: (210) 319-4850, Mobile: (210) 391-5040, Email: David.Russell@kci.com

L&G Engineering, L.L.C.

Contact: David Saenz, P.E., 900 S. Stewart Road, Suite 3, Mission, TX 78572
Office: (956) 583-7117, Mobile: (956) 463-2504, Email: dsaenz@lgengineers.com

Contact: Ricardo Gallaga, P.E., 900 S. Stewart Road, Suite 6, Mission, TX 78572
Office: (956) 585-1909, Mobile: (956) 463-4534, Email: Ricardo@lgengineers.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2025

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: Andrew Gonzalez	
5G INSURANCE AGENCY 401 S. Kansas Ave. Weslaco, TX 78596	PHONE (A/C, No, Ext): (956)969-1552	FAX (A/C, No): (956)973-0814
	E-MAIL ADDRESS: andrew@5ginsagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hartford	
INSURED	INSURER B : Hiscox	
SOUTH TEXAS INFRASTRUCTURE GROUP, LLC R.O.W SURVEYING SERVICES, LLC 900 S STEWART RD SUITE 13 MISSION, TX 78572 TX 78572	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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	61SBABEOXVK	4/10/2025	4/10/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	61UECDR7546	4/10/2025	4/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			61SBABEOXVK	4/10/2025	4/10/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	61WECBEOXYW	4/10/2025	4/10/2026	[ ] 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
B	Professional Liability	x	X	UDC-1951098-EO-21	4/11/2025	4/11/2026	Limit of Liability Aggregate All Claims Deductible	1,000,000 1,000,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg, TX. 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 07/14/2025

Company/Vendor Name: South Texas Infrastructure Group, L.L.C.

Printed Name and Title: Julio Cerda, P.E., President

Authorized Signatory: _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: South Texas Infrastructure Group, L.L.C.
(Full, correct legal name)

- Address: 900 S. Stewart Road, Suite #13, Mission, Texas 78572
- Telephone/Fax: 956-424-3335
- Email address: julio@southtexasig.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? Mission, Texas 78572

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Julio Cerda
Address: 900 S. Stewart Road, Suite #13, Mission, Texas 78572
Telephone: (956) 424-3335
Fax: (956) 424-3132
Email: julio@southtexasig.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Julio Cerda, the undersigned representative of South Texas Infrastructure Group, L.L.C., (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

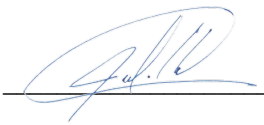
2. Will not boycott Israel during the term of the contract.

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:

Julio Cerda, P.E., President

TYPE/PRINT NAME AND TITLE:

07/14/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Julio Cerda, the undersigned representative of

South Texas Infrastructure Group, L.L.C., (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:

Julio Cerda, P.E., President

TYPE/PRINT NAME AND TITLE:

07/14/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Julio Cerda, the undersigned representative of

South Texas Infrastructure Group, L.L.C., (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:

Julio Cerda, P.E., President

TYPE/PRINT NAME AND TITLE:

07/14/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Julio Cerda, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of South Texas Infrastructure Group, L.L.C., 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 P.E., President/Owner

Subscribed and sworn to me this 14th day of July 2025.

By: Julio Cerda

_____

Notary Public: Felipa Canchola

My commission expires: 03/03/2026

FELIPA CANCHOLA NOTARY PUBLIC STATE OF TEXAS ID# 129732583 EXPIRES 3-3-2026

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.**

South Texas Infrastructure Group, LLC/ Julio Cerda

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

07/14/2025

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.

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[SUPREME ENGINEERING, PLLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

Supreme Engineering, PLLC Response

CONTACT INFORMATION

Company:
Supreme Engineering, PLLC

Email:
omar.cano@supremeengineering.com

Contact:
Omar Cano

Address:
135 Paseo Del Prado
Suite 7
Edinburg, TX 78539

Phone:
(956) 403-1314

Website:
supremeengineering.com

Submission Date:
Jul 29, 2025 11:44 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Supreme_Engineering_-_RFQ_2025-004_Signed.pdf

2. If you have any proprietary documents, please attach the redacted document here.

Articles_of_Formation_Supreme_Signed.pdf
Certificate_of_Filing.pdf
SE_FEIN.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI-_City_of_Edinburg_City_Manager.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

101_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

102_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

103_LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

104_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...

105_SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

106_SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

107_CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

108_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

Yes

Lift Station #4 & Sewer Line Upgrades Engineering Services

RFQ No. 2025-004

July 29, 2025







135 Paseo del Prado Suite 7 | Edinburg, Texas 78539 | (956) 403-1314

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- Company Providing Proposal General Questionnaire
- Litigation Disclosure Form
- HB 89 Verification Form
- HB 13 Verification Form
- HB 19 Verification Form
- Non-Collusion Form
- Conflict of Interest Form
- Company W9
- Certificate of Insurance

135 Paseo del Prado Ste. 7
Edinburg, Texas 78539
Firm No. F-21135
(956) 403-1314

July 29th, 2025

Gerardo Carmona
Director of Utilities
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: RFQ No. 2025-004 – Lift Station #4 & Sewer Line Upgrades

Dear Mr. Carmona,

Supreme Engineering, PLLC (Supreme) is pleased to submit our Statement of Qualifications to City of Edinburg for the Professional Engineering Services aforementioned project.

Supreme has been providing Professional Services since 2019; therefore, we are confident that our company diverse team is qualified to serve the needs of City of **Edinburg** and our communities. We are eager to demonstrate that our experience and motivation will produce a quality product that will meet your expectations. Our Team gained **firsthand experience** with municipal and county projects by means of employment; therefore, our Team is very familiar with City of **Edinburg** needs. The Team gained over twenty-five (25) years of combined experience and worked closely to plan, design, draft, manage, inspect and perform quality assurance on various projects.

We are looking forward to developing a continuous professional relationship with City of **Edinburg**.

Should you have any questions or need additional information, please feel free to call me as the main point of contact at (956) 272-2246 or email me at omar.cano@supremeengineering.com.

Sincerely,

Omar Cano, PE, CFM
President

FIRM QUALIFICATION AND EXPERIENCE

Project Needs

Supreme Engineering, PLLC (Supreme) understands that in order for City of **Edinburg** to proactively manage the City's needs, especially in efficient and timely manner to alleviate the City's infrastructure and to protect life and property for City of **Edinburg**'s residents, businesses and surrounding jurisdictions, may contract with qualified engineering firms to assist with this endeavor. Sanitary Sewer infrastructure has had a major impact in City of **Edinburg** in the past years. This has impacted the city economically, and it has reached the residents citywide as well as preventing businesses coming to invest in the city. **Supreme has inside experience on City of Edinburg sewer system by means of previous employment. Key staff worked in planning, designing, and managing sewer and rehabilitation projects with the City of Edinburg. It is known by City of Edinburg staff that Supreme is well aware of the sewer issues on the area and currently has diverse projects at the affected area having firsthand knowledge on this matter.**

Professional Engineering Services

Supreme has vast experience with preparation of plans, specifications, estimates, utility relocation, water and sewer distribution, signage, pavement markings, traffic, project management, drainage design and hydraulics. Our approach to ensuring that the Engineering work required is performed in a timely manner is as follows:

I. Preliminary Phase

The preliminary phase will consist of meeting with City of Edinburg to ensure that a clear and concise understanding of the project and that City's expectations are met. Scope of work, budget and project schedule will be clearly defined.

1. Design Concept Conference: The DCC will take place with the City and stakeholders to discuss the fundamental aspects of the project along with the roles and responsibilities of each team member.
2. Surveying and any relevant geotechnical will be performed to commence design.
3. Utilities and permitting will be identified and addressed accordingly.
4. Preliminary Engineering Report with cost estimate(s) will be prepared and reviewed by the city. Upon approval, the Design Phase, which has commenced, will move forward.

II. Design Phase

The design will be based on the approved option by the City. The design will incorporate the survey and will consider any utility conflicts that will need to be adjusted, relocated, or addressed. A 30%, 60%, 90% and 100% PS&E package will be submitted to the City for review. Comments will be addressed accordingly.

III. Bidding Phase

1. Pre-Bid Conference – will meet with prospective bidder to answer questions regarding the design of the project. A list of questions and answers will be prepared.
2. Bid Opening – open bids from prospective bidders. A bid tabulation will be prepared and submitted to the city with a recommendation to award the project to the qualified bidder.

IV. Construction Phase

During the construction phase, assist the City with the Bid Package and Construction Contract execution. Throughout the construction phase, constant communication will take place with City and the Contractor.

1. Pre-Construction Conference: will meet with City, Contractor, Utility Companies, Geotechnical / CMT, Cities, Precincts, and USIBWC, as applicable.
2. Perform site visits / construction management.
3. Prepare responses to Requests for Information (RFIs).
4. Prepare Change Orders.
5. Review Pay Applications for City's approval.
6. Prepare and Submit As-Builts.
7. Prepare Project Close Out Documents.

Past Projects

Supreme is confident that the experience our Team offers is able to meet the engineering needs of City of Edinburg. Those services include but are not limited to the following:

- Direction and coordination of all design and construction aspects
- Project Design-develop specifications and drawings for the sewer system improvements.
- Advice and consultation on design requirements.
- Coordinate a geotechnical site investigation.
- Provide design and construction surveying services.

- Provide bid phase services.
- Provide resident project inspection services.
- Provide construction administration management services.
- Attend monthly construction meetings.
- Certify quantities.
- Certify contractor pay request.
- Submit the plans to TCEQ for review and approval.
- Assist in Procuring easements and/or permits. Any other engineering related duties that may be required by the City for this sewer system improvement project.

Firm Uniqueness to Perform

Supreme has an advantage to perform due to the fact that his team has several years of experience in local government. The team understands and easily identify the City's needs which results in a proactively solution to solve and/or alleviate the issues.

For instance, the rapid growth of the city has attracted a lot of residents from surrounding cities, states and neighboring countries to make **Edinburg** their home. Growth is not exempt from making the city vulnerable to stay up to the demand on sewer service and keep up with new and existing infrastructure. Our team understand the need for large projects that will significantly increase the capacity of the sewer system to bring relief to the City of Edinburg infrastructure.

City of **Edinburg** along with its counterparts strive to implement sewer requirements for new development to ensure that these developments take the necessary measures to mitigate the future lack of capacity on years to come.

Supreme comprehends the need to design projects that will meet the goals of the City of Edinburg. These projects; however, must be designed within City's budget. Supreme is also familiar with the policies and procedures implemented for new infrastructure.

Office Location

Supreme Engineering has its office in Edinburg Texas at 135 paseo del Prado Ste 7.

Firm's Capacity to Undertake the Project and Accomplish in the Required Time

- ✓ **Ability to Commence Services**
  Supreme Engineering, PLLC is able to commence services immediately upon issuance of a Notice to Proceed.

- ✓ **Concurrent Projects**
  Supreme Engineering, PLLC has a variety of government and private projects: however, we have the personnel and resources to avoid any interference with any projected awarded to Supreme Engineering.

- ✓ **Company Ownership**
  Supreme Engineering, PLLC is a one owner company with healthy finances. Supreme is not for sale nor intend to be offer in the long future.

- ✓ **Litigations**
  Supreme Engineering, PLLC has no past nor pending litigations.

- ✓ **Financials**
  Supreme Engineering, PLLC is not in default in any loan or any other financial agreements with a bank or other financial institution.

- ✓ **Conflict of Interest**
  Supreme Engineering, PLLC, owner/s, owners' family has no financial or other relationship with City employees, officers, City Council or committee members.

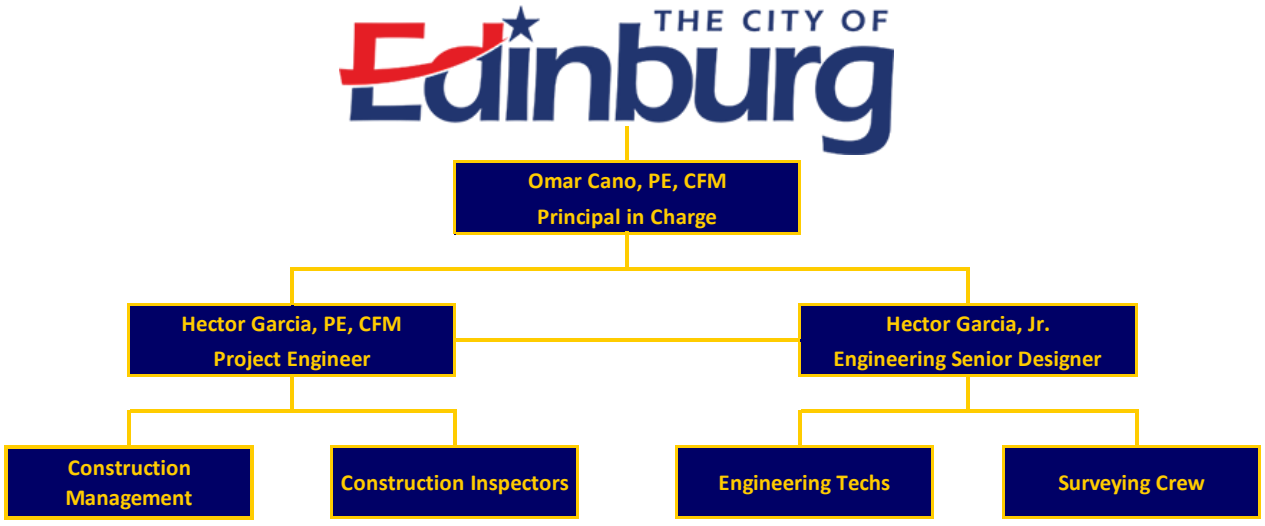
- ✓ **Insurance Claims**
  Supreme Engineering, PLLC has no insurance claims in the past five years.

- ✓ **Affirmative Action Program**
  Supreme Engineering, PLLC is committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex or national origin.

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Supreme Engineering, PLLC (Supreme) has been providing professional engineering services since 2019. Supreme is registered with the Texas Board of Professional Engineers and Land Surveyors, Registration No. F-21135. Supreme has over 30 years of combined experience. Supreme is located locally in Edinburg, Texas, giving Supreme an edge when selected to provide services for projects within Hidalgo County. Supreme is familiar with City of Edinburg's design standards and guidelines as well as County, State, and Federal regulations to assist with completing projects while complying with any applicable regulations. Supreme utilizes the latest CADD and GPS technology and equipment. Our firm is equipped with technology that will allow us to respond to our client's needs immediately.

Supreme currently employees registered professional engineer, engineer in training, engineer designer, construction inspector, surveying technicians and sub-consult any professional surveying as required. Employees have a diverse background and are committed to delivering a quality product. Therefore, their diversity allows them to perform multiple duties to ensure that a project meets City of Edinburg's expectations and is delivered on time.



Mr. Omar Cano, PE, CFM has been licensed Engineer in the State of Texas since 2015. Mr. Cano is also a Certified Floodplain Manager. Mr. Cano has over 12 years of experience in the private

and public sectors. Mr. Cano gained experience in roadway design while employed at the Texas Department of Transportation (TxDOT). While employed at Ambiotec Civil Engineering Group, Mr. Cano gained experience in municipal water, sewer, storm drainage and land development. As Interim Director of Engineering at the City of Edinburg, Mr. Cano not only enriched his engineering experience but was able to develop his ability to interact and discuss projects with government

officials. The opportunity to deal with the concerns of the constituents gave him insight to the needs of the community. Mr. Cano spent approximately three (3) years the Hidalgo County Drainage District No. 1 as an Engineer III where he was able to assist with several drainage projects.

Mr. Hector H. Garcia de Peña is a certified engineer in training in the State of Texas. Mr. Peña graduated from the University of Texas RGV in 2018. Mr. Peña is familiar with project management and construction inspections. Mr. Peña has extensive knowledge of County's requirements for land development and is familiar with the county rules and regulations for subdivisions.

Mr. Jose Luis Garcia, Jr graduated from South Texas College with a certificate in Civil Drafting. He has performed boundary surveys and drafted for roadway, storm drainage, wastewater collection and water distribution design. Mr. Garcia has also drafted for commercial, public, and residential development. He has produced As-Builts, prepared presentation exhibits and has assisted with USIBWC levee gate structure plans.

Omar Cano, PE, CFM

BS in Civil Engineering, Texas A&M University – Kingsville, Texas
Registration: Texas Professional Engineer 120081
Certified Floodplain Manager 2389-13N

Mr. Cano has performed work with public and private entities. His public service includes serving as Interim Director of Engineering for the City of Edinburg and he served as an Engineer for Hidalgo County Drainage District No. 1. Public service allowed Mr. Cano to coordinate with consultants, entities, and the public to resolve the infrastructure needs to the area. He is also familiar with the local municipal and state regulations required for design and construction and survey of engineering projects. Mr. Cano's experience includes designing and analyzing engineering work related to hydraulics and hydrology, preparing cost estimates and Preliminary Engineering Reports for a design that will serve the needs and budget, conducting and coordinating site visits to monitor the projects progress and contractors' performance. Mr. Cano has managed projects funded through TWDB / GLO. He will be responsible for final review of plans and will be sealing all designs. As Project Manager, Mr. Cano will be responsible for leading all tasks in the contract and overseeing all aspects of the day-to-day operations.

Mr. Cano is proficient in HEC-HMS and HEC-RAS, SEWER CAD, Windstorm, and AutoCAD/Civil 3D.

Trenton Drain Phase III – Project limits are from Southwest Trenton to North of Wisconsin to connect to the South Main Drain I in Edinburg. New ditch that serves 12 colonias to have a drainage outfall. 1.7 Miles of drainage ditch and 2 major crossings.

South Main Drain II Phase I Ditch Improvements – The project consisted of improving the existing South Main Drain II from McColl Road to I69C in Edinburg. The improvements consist of maximizing the cross sections of the ditch to take advantage of the existing ROW. This not only helps many existing subdivisions using it as an outfall but also will help other communities from western cities by reducing water surface elevation of the ditch.

City of Edinburg Jackson Rd Hike & Bike – Project limits are from Canton to Chapin, 2.8 miles, first of its class in Edinburg. The project consisted of rest areas and parking areas, designed for future connectivity to other cities.

Canton Heights Subdivision Development – Project limits are from I69C to Raul Longoria Road in Edinburg. The project consisted of improving the existing South Main Drain I to connect and accommodate the proposed new development's storm system.

Hector H. Garcia De Peña

BS in Mechanical Engineering, University of Texas RGV – Edinburg, Texas
Registration: Texas Professional Engineer 150389
Certified Floodplain Manager 4241-22N

Mr. Garcia de Peña has three (4) years of experience and is ready to contribute to everything from minor site improvements to major, multi-site undertakings. He is skilled at Site Development with training in AutoCAD/Civil3D and Drainage Design. Mr. Garcia de Peña's attention to a project has provided successful, accurate and detailed project specifications. He verifies code compliance and regulatory integration while leading projects safely and smoothly to completion.

Mr. Garcia de Peña had the opportunity to gain firsthand knowledge of the requirements set forth by Hidalgo County Drainage District No. 1 for land development by reviewing over 300 drainage reports, conducting 15 inspections, and reviewing over 20 construction plans. In reviewing drainage reports, Mr. Garcia de Peña analyzed reports, maps, drawings, and photographs on soil composition, terrain, hydrological characteristics, run off calculations, Floodplain & Topographical Maps, and other data to determine feasibility of proposed projects and ensure all state and local government drainage requirements were met. He also prepared meetings with general contractors and engineering firms.

Mr. Garcia de Peña has been responsible for managing all Land Development submittals for Cameron County by creating workflows, templates, and application forms, attending meetings and site locations to gather data for projects, and work closely with the County Floodplain Administrator. He has participated in project design reviews and created engineering designs under supervision of licensed engineering professionals. Mr. Garcia de Peña has participated in the updating of the Cameron County Rules and Regulations for Subdivisions. He also assisted with project coordination, most notable SpaceX Facilities on Boca Chica

Jose Luis Garcia, Jr.

Certificate in Civil Drafting – South Texas College

Mr. Garcia offers over fifteen (15) years of civil drafting experience. He is proficient in the following:

- Autodesk Land Desktop
- MicroStation V8i (Select Serie 4)
- Microsoft Office
- Geo Viewer
- AutoTurn
- Civil 3D
- Trimble GPS Equipment

He has performed boundary surveys and drafted for roadway, storm drainage, wastewater collection and water distribution design. Mr. Garcia has also drafted for commercial, public, and residential development. He has produced As-Builts, prepared presentation exhibits and has assisted with USIBWC levee gate structure plans. Mr. Garcia has also served as a survey technician and field crew member to perform boundary surveys. Currently Mr. Garcia is enrolled at Lone Star College Montgomery to assist him on becoming eligible to be a Professional Land Surveyor.

Certifications and Licenses

Supreme is registered with the Texas Board of Professional Engineers and Land Surveyors, Registration No. F-21135.



TEXAS BOARD OF PROFESSIONAL
ENGINEERS AND LAND SURVEYORS

Certificate of Registration

This acknowledges that

SUPREME ENGINEERING, PLLC

has fulfilled the requirements of the State of Texas to offer and perform engineering services in the State of Texas. In witness whereof we have hereunto set our hands and affixed the seal of the Board, this 11th day of October, 2019.

Registration Number
F - 21135

TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS

BOARD CHAIR

BOARD SECRETARY



Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

SUPREME 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-21135

Expiration Date
10/31/2024

Mr. Omar Cano, PE, CFM is a registered Professional Engineer in the State of Texas, License No. 120081.



PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 120081
Status: ACTIVE
Expires: 3/31/2026

OMAR CANO

TEXAS LICENSED PROFESSIONAL ENGINEER

P.E

Signature

Mr. Hector Garcia De Pena is a registered Professional Engineer in the State of Texas, License No. 150389.



Mr. Jose Luis Garcia, Jr. received a Certificate of Completion for Civil Drafting from South Texas College.


South Texas College

Hereby Certifies That

Jose Luis Garcia Jr.

Having completed the prescribed Course of Study is awarded this

Certificate of Completion
Civil Drafting

Conferred in McAllen, Texas with all the honors and privileges thereto appertaining
In Witness Whereof, we have hereunto affixed our signature and
Seal of the Institution on the tenth day of May, two thousand and eight.

SOUTH TEXAS COLLEGE

Irene M. Garcia
Chair, Board of Trustees

Dr. Shirley A. Reed
President

CLIENT REFERENCES

In State References

Robert (Bobby) Salinas
City Manager | City of Alamo | 420 North Tower Road | Alamo, Texas 78516
956.787.0006 | bsalinas@alamotexas.org

Juan Pablo Terrazas, PE
Assistant City Manager | City of Mission | 1201 East 8th Street | Mission, Texas 78572
956.580.8650 | jpterrazas@missiontexas.us

Roberto Salinas, PE
General Manager | AGUA SUD | 3120 North Abram Road | Palmview, Texas 78572
956.585.2459 Ext. 101 | robertos@aguasud.com

David Suarez
Chief of Staff | Precinct 1 | 1902 Joe Stephens Ave #101 | Weslaco, Texas 78596
956.968.3181 | david.suarez@weslacotx.gov

INSURANCE CLAIMS

✓ **Insurance Claims**
Supreme Engineering, PLLC has no insurance claims in the past five years.

✓ **Affirmative Action Program**
Supreme Engineering, PLLC is committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex or national origin.

July 29th, 2025

Gerardo Carmona
Director of Utilities
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: RFQ No. 2025-004 – Lift Station #4 & Sewer Line Upgrades

Dear Mr. Carmona,

Supreme Engineering, PLLC (Supreme) has read the Professional Services Agreement. The firm will meet the prerequisite insurance requirement, and the firm, if selected, agrees to enter in to such agreement.

We are looking forward to developing a continuous professional relationship with City of Edinburg.

Should you have any questions or need additional information, please feel free to call me as the main point of contact at (956) 272-2246 or email me at omar.cano@supremeengineering.com.

Sincerely,

Omar Cano, PE, CFM
President

CONTACT INFORMATION

Primary Contact

Omar Cano, P.E., C.F.M.
President
135 Paseo del Prado Suite 7
Edinburg, TX 78539
(956) 272-2246
omar.cano@supremeengineering.com

Secondary Contact

Hector Garcia, PE, CFM
Project Engineer
135 Paseo del Prado Suite 7
Edinburg, TX 78539
(956) 330-9618
hector.garcia@supremeengineering.com

HOUSE BILL 89 VERIFICATION

I, Omar Cano, the undersigned representative of

Supreme Engineering, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Omar Cano, the undersigned representative of

Supreme Engineering, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Omar Cano, the undersigned representative of Supreme Engineering, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Omar Cano, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Supreme Engineering, 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 29 day of July 2025.

By:

Notary Public _____

My commission expires 8-31-27

MARIBEL ROMERO
Notary Public, State of Texas
Comm. Expires 08-31-2027
Notary ID 132132832

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.**

Supreme Engineering, PLLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

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

Omar Cano		7/29/2025
Name of signatory	Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 7/29/2025

Company/Vendor Name: Supreme Engineering, PLLC

Printed Name and Title: Omar Cano, President

Authorized Signatory: _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Supreme Engineering, PLLC
(Full, correct legal name)

- Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
- Telephone/Fax: (956) 403-1314
- Email address: omar.cano@supremeengineering.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes✓ No____

4. Where is the Company's corporate headquarters located? Edinburg

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? 4 (years) 8 (months)

c. State the number of full-time employees at the Edinburg office. 12

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: Omar Cano
Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
Telephone: (956) 272-2246
Fax:
Email: omar.cano@supremeengineering.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.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Supreme Engineering, PLLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

410 S. Jackson Rd #2780

6 City, state, and ZIP code

Edinburg, TX 78539

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

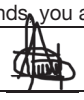
8	4	–	2	9	8	1	4	3	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1/6/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Penn America Ins Co	32859
INSURER B : Lloyds of London	
INSURER C : Progressive Ins	24260
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Supreme Engineering, PLLC
2427 Seton St
Edinburg, TX 78542

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	y	y	PAV0438955	11/11/24	11/11/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $Excluded
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	y	y	961267871	09/02/24	9/02/25	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$500 CSL $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			ANE4911233.24	11/11/24	11/11/25	Claim/Aggregate Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg, Tx 78539
Attn: City Manager

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TIM

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form 206
(Revised 06/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

Filing Fee: $300

This space reserved for office use.

Certificate of Formation Professional Limited Liability Company

Article 1 – Entity Name and Type

The filing entity being formed is a professional limited liability company. The name of the entity is:

SUPREME ENGINEERING, PLLC

The name must contain the phrase "professional limited liability company," or an abbreviation of this phrase.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	M.I.	Last Name	Suffix
OMAR		CANO	

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
2427 SETON ST	EDINBURG	TX	78542

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The professional limited liability company will have managers. The name and address of each initial manager are set forth below.

☑ B. The professional limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix
OMAR		CANO	

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	City	State	Country	Zip Code
2427 SETON ST	EDINBURG	TX	USA	78542

GOVERNING PERSON 2

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name *M.I.* *Last Name* *Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address *City* *State* *Country* *Zip Code*

GOVERNING PERSON 3

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name *M.I.* *Last Name* *Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address *City* *State* *Country* *Zip Code*

Article 4 – Purpose

The type of professional service to be provided by the professional entity is (use space provided below):

ENGINEERING

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

OMAR CANO
Name

2427 SETON ST	EDINBURG	TX	78542
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 9/10/2019



Signature of organizer

OMAR CANO
Printed or typed name of organizer

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

SUPREME ENGINEERING, PLLC
File Number: 803417018

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/10/2019

Effective: 09/10/2019

Ruth R. Hughs
Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-09-2019

Employer Identification Number:
84-2981433

Form: SS-4

Number of this notice: CP 575 G

SUPREME ENGINEERING
OMAR CANO SOLE MBR
2427 SETON ST
EDINBURG, TX 78542

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-2981433. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SUPR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575G 09-09-2019 SUPR O 9999999999 SS-4

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 09-09-2019
EMPLOYER IDENTIFICATION NUMBER: 84-2981433
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SUPREME ENGINEERING
OMAR CANO SOLE MBR
2427 SETON ST
EDINBURG, TX 78542

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Penn America Ins Co	32859
INSURER B : Lloyds of London	
INSURER C : Progressive Ins	24260
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Supreme Engineering, PLLC
2427 Seton St
Edinburg, TX 78542

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	y	y	PAV0438955	11/11/24	11/11/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $Excluded
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	y	y	961267871	09/02/24	9/02/25	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$500 CSL $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			ANE4911233.24	11/11/24	11/11/25	Claim/Aggregate Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg, Tx 78539
Attn: City Manager

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TIM

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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: 7/29/2025

Company/Vendor Name: Supreme Engineering, PLLC

Printed Name and Title: Omar Cano, President

Authorized Signatory: _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Supreme Engineering, PLLC
(Full, correct legal name)

- Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
- Telephone/Fax: (956) 403-1314
- Email address: omar.cano@supremeengineering.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes✓ No____

4. Where is the Company's corporate headquarters located? Edinburg

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? 4 (years) 8 (months)

c. State the number of full-time employees at the Edinburg office. 12

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: Omar Cano
Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
Telephone: (956) 272-2246
Fax:
Email: omar.cano@supremeengineering.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.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Omar Cano, the undersigned representative of

Supreme Engineering, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Omar Cano, the undersigned representative of

Supreme Engineering, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Omar Cano, the undersigned representative of Supreme Engineering, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

7/29/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Omar Cano, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Supreme Engineering, 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 29 day of July 2025.

By:

Notary Public _____

My commission expires 8-31-27

MARIBEL ROMERO
Notary Public, State of Texas
Comm. Expires 08-31-2027
Notary ID 132132832

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.**

Supreme Engineering, PLLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

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

Omar Cano		7/29/2025
Name of signatory	Signature	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.

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[SWG ENGINEERING LLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-004

Liftstation #4 and Sewer Line Upgrades (Engineering Services)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm

Report Generated: Thursday, August 7, 2025

SWG Engineering LLC Response

CONTACT INFORMATION

Company:
SWG Engineering LLC

Email:
anita@swgeng.com

Contact:
Anita Gonzalez

Address:
611 S International Blvd
Weslaco, TX 78596

Phone:
(956) 968-2194

Website:
https://swgeng.com/

Submission Date:
Jul 29, 2025 11:43 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Full_RFQ_2025-004.PDF

2. If you have any proprietary documents, please attach the redacted document here.

Proprietary_Docs.PDF

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Insurances.PDF

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.PDF

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Company_Providing_Proposal_General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.PDF

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HB_89.PDF

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SB_13.PDF

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SB_19.PDF

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion.PDF

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.PDF

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

Yes



PROJECT NAME:	LIFSTATION #4 AND SEWER LINE UPGRADES (ENGINEERING SERVICES)
RFQ NUMBER:	2025-004
CLOSING DATE:	TUESDAY, JULY 29, 2025
CLOSING TIME:	3:00 P.M.

SWG ENGINEERING, LLC

WWW.SWGENG.COM

611 BILL SUMMERS INTERNATIONAL BLVD

WESLACO, TEXAS 78596

TEL. 956-968-2194 * FAX 956-968-8300

SUBMITTED TO:

CITY OF EDINBURG

C/O CITY SECRETARY DEPARTMENT (1ST FLOOR)

415 W. UNIVERSITY DRIVE

EDINBURG, TEXAS 78539

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Transmittal Letter

SIGLER, WINSTON, GREENWOOD & ASSOCIATES
SWG ENGINEERING, LLC
611 Bill Summers International Blvd.
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300

Consulting Engineers Since 1945

Randall C. Winston, P.E., President

Joe B. Winston, Jr., P.E., Exec. VP

Christian Winston, Secretary

Ron Peynado, Treasurer, CFO

Jacob D. Castaneda, EIT, CFM
Engineer

Dalinda Ramos, EIT
Engineer

Fabricio Solis
Engineer

Firm Registration No.: F-592

Website: www.swgeng.com

July 29, 2025

City of Edinburg
Gerardo Carmona, Director of Utilities
415 W. University Blvd
Edinburg, Texas 78541

Dear Mr. Carmona:

We appreciate the opportunity to present our Statement of Qualifications in response to the City of Edinburg- Liftstation #4 and Sewer Line Upgrades (Engineering Services), RFQ No. 2025-004. We have put together a team that strives to exceed expectations and possesses true dedication, exemplified by our commitment to project success.

SWG Engineering, LLC (SWG) has provided engineering services in the South Texas Region, with extensive projects since its establishment as a corporation in 1945. Throughout the 80 years in engineering, all SWG Professional Engineers are licensed and active with state licensing requirements, education, and professional experience to provide a wide range of engineering services that uphold our sound principles and practices. SWG brings extensive specific historical knowledge in civil engineering and a full-service Civil, Land Development, Environmental, Water Resources, Water, and Wastewater Infrastructure. Our clients include the public and private sectors, and our projects span numerous communities.

We have thoroughly reviewed the scope of work and are confident in our ability to deliver timely, cost-effective, and professional results. SWG has worked with numerous municipalities in the County and other government entities on previous and current projects. We also have experienced project managers with extensive expertise in mapping, planning, engineering, surveying, platting, material testing, construction, design, analysis, feasibility studies, bidding, procurement, and project management.

We have extensively assisted local communities in preparing applications for funding with government agencies such as USDA, TWDB, GLO, and NADBANK/BECC. We have extensively worked on specialized engineering studies, preparing plans and specifications for construction projects, construction administration, project management, and surveying activity projects. We can provide various engineering and consulting services as we are well equipped with personnel, expertise, equipment, and time availability to commit needed.

The proposal set forth in it remains effective for 90 calendar days as instructed in said RFQ and in acceptance of the Professional Services Agreement enclosed in the RFQ. We look forward to working with the City of Edinburg, and please don't hesitate to call us; we would be glad to discuss any questions you might have.

Sincerely,

Randall C. Winston, P.E.

Randall C. Winston, P.E., President
SWG Engineering, LLC
611 S. Bill Summers Int'l. Blvd
Weslaco, TX 78596
randy@swgeng.com

Firm Qualifications & Experience

1.) **Firm name, including the address of firm office, structure of firm, and future plans for change of ownership:**

Primary Office:	**SWG Engineering, LLC** 611 Bill Summers Intl. Blvd. Weslaco, TX 78596
Structure of Firm:	Limited Liability Company (LLC) Corporation
Ownership:	N/A

2.) **Names, position, phone and fax of contact person:**

Randall C. Winston, P.E./President
Tel.: (956) 968-2194
Fax: (956) 968-8300
E-mail: randy@siglerwinstongreenwood.com

3.) **Names of principals in the firm, years firm has been in business and size of firm:**
Principals: Randall C. Winston, P.E./President, Joseph B. Winston, P.E./RPLS,

Years in business: 80 Years

Size: 17 (1 PEs, 1 P.E./RPLS, 2 EIT's, 1 Graduate Engineer, 4 AutoCAD 2022 Draftsmen/GIS Specialist, 4 Administrative Staff, 2 Survey Field Personnel, and 2 Project Inspectors)

4.) **Listing of all pending litigation or malpractice insurance against or involving the firm or its agents or employers with respect to any work performed; any relationship with City/County employee, officer, City/County Council, or committee member:**
None

5.) **Amount of professional liability insurance coverage carried by your firm:**
SWG Engineering, LLC maintains a professional liability insurance in the amount of $1,000,000.00

6.) **Name and phone number of person to contact at the banking institution where firm does business, and list default on loan or finance agreements:**

Texas National Bank
Edna R. Martinez
(956) 903-4007

Default on loan or finance agreements: N/A

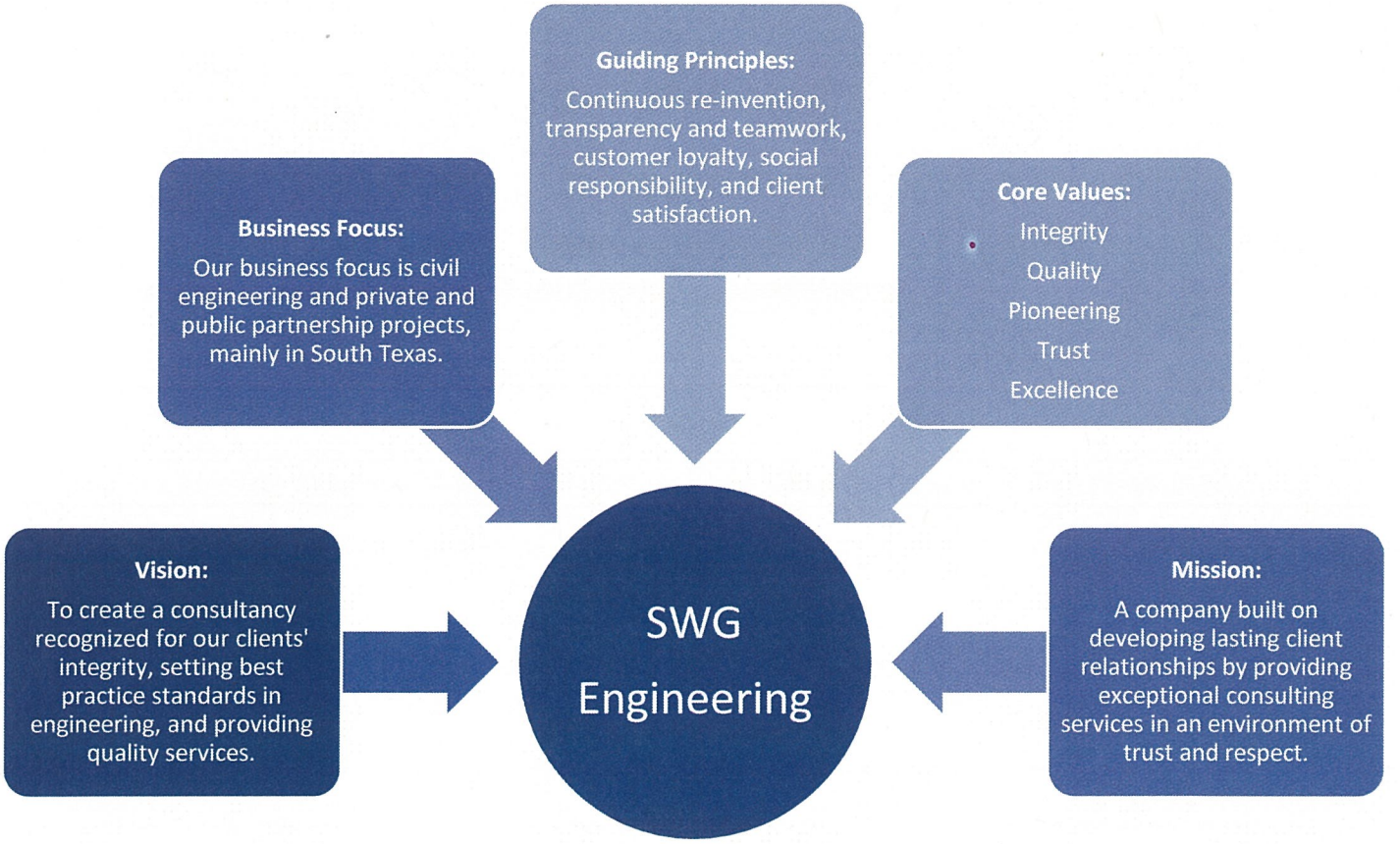
7.) **Disciplines of consultants for the proposed project:**
SWG Engineering – Civil Engineering, Environmental Engineering, Water Resources Engineering, Construction Engineering & Inspection, Surveying, Construction Administration, Grant Writing, and Funding Procurement

8.) **Commitment of the firm, assigned project staff, and current work load of staff that would be responsible for the project:**

SWG Project Staff included in the Project Chart in the RFQ would be allocated 75% of their time and effort to this project and is committed to the delivery of timely results. Also, SWG has sufficient personnel in the firm to provide back-up for the assigned project staff to be on hand if required.

Project team lead would be Mr. Randy C. Winston, P.E. with project staff such as: Project Engineers, EIT's, and Engineer Inspectors on hand to provide project oversight and consulting as needed.

9.) Firm's purpose:



ORGANIZATION PROFILE

SWG ENGINEERING, LLC (SWG) has taken a leadership role in providing quality engineering answers in the Valley through our greatest resource – a dedicated and talented staff. Leadership begins with the principals, who are all Texas-registered professional engineers. Our work speaks for itself as 80 percent of our business is from repeat clients.

***Our firm's philosophy is simple*, we always strive to provide our clients with unparalleled consulting services by putting our clients' interest first.** We work closely with our clients to identify the objectives of the project and assemble a team of highly qualified professionals to meet those needs. SWG strives to be more than an engineer to our client. We are trusted partners and consultants. Our firm's principles are based on efficiency, quality and **unmatched customer service**. We envision cost-effective engineering design concepts without compromising on quality. SWG Engineering is committed to our clients' success. Our experience, combined with our advanced technical support, provides us with the unique ability to expedite the planning and design phase before the actual construction.

We are very excited about working with the City of Edinburg and are committed to making resources available to complete project(s) within the timeframe allotted. Our collaborated efforts and knowledge of this area and historic modeling expertise in this region will help to improve efficiency of effort. SWG will also be supported by several sub consultant firms providing support with data collection, survey, public meetings, environmental services, design, landscape services, structural engineering, and geotechnical engineer. Other minor sub consultants will be added to the team as needed to meet the goals of the project(s).



OUR PRINCIPLES THAT HELP GUIDE OUR ENGINEERING VISION AT SWG

- Continuous re-invention as engineering practices constantly evolve; ensure our team is always working with the latest technologies and tools to empower them and their work.
- SWG prides itself on our transparency and our engineering team. We prioritize providing a space to encourage learning, development, and team collaboration.
- We earn customer loyalty through performance and efficiency.
- We conduct business with social responsibility, reliance on the character, and truth in actions.
- We replicate success through proven solutions, client satisfaction, and industry leadership.

AREAS OF SPECIALIZATION

Master Planning
Conceptual Studies
Feasibility Studies
Rate Studies
Environmental Studies
Preliminary Reports
Plans and Specifications in Civil Engineering Design

FIRMS COMPETENCIES

Computer-Aided Design (CAD) Software
Consulting
Water Treatment & Distribution
Wastewater Treatment & Collection
Irrigation Systems & Treatment
Storm Drainage Evaluation and Design
Flood Mitigation
Feasibility Studies
Grant Funding Assistance
Environmental Engineering
Capital Improvements Plan
Asset Management
Construction Management
Site Planning, Analysis and Design
Street and Roadway Design
Flood Control & Flood Plains
Site Grading & Earthwork
Land Surveying
Topographic & Detailed Mapping
Structural Engineering
GPS Technology
GIS Technology

CONSULTING ENGINEERING SERVICES

Preparation of Construction Plans
Preparation of Procurement Documents
Construction Management
Project Funding Procurement
Infrastructure Assessments
GIS Mapping

LIST OF TEAM MEMBERS
SWG ENGINEERING, LLC: 80 YEARS IN BUSINESS SINCE 1945
17 EMPLOYEES ON STAFF

Disciplines: Civil Engineering, Environmental Engineering, Water & Wastewater Resources Engineering, Reconstruction and Project Improvements, Construction Engineering & Inspection, Surveying, Construction Administration, Grant Writing, Grant Management, Financial Analysis, and Funding Procurement.

ENGINEERING DEPARTMENT: (PROJECT ENGINEERS AND PROJECT MANAGERS): *Responsible for the design, drawing, codes, and specifications of the projects, that include material required, quantity, and quality of components procured from vendors. Project Management, Reporting, Project Oversight, Create and Manage Project Budgets that includes cost estimates, proposals, and Inspection.*

- RANDALL C. WINSTON, PE/PRESIDENT
- JOE B. WINSTON, PE/RPLS
- JACOB D. CASTANEDA, EIT, CFM
- DALINDA RAMOS, EIT
- FABRICIO SOLIS, GRADUTE ENGINEER
- MARIO VILLASENOR, INSPECTOR (COMPLIANCE)
- GREGORY WHITE, INSPECTOR (COMPLIANCE)

DRAFTING DEPARTMENT: (DRAWINGS AND DRAFTING): *Follow specifications and calculations to create various technical drawings in collaboration with Engineering Department.*

- MANUEL VALDEZ, JR., CADD DESIGNER SUPERVISOR & SCHEDULER
- ROLANDO GARZA, ASST. ENGINEER/CADD DESIGNER/GIS SPECIALIST
- MANUEL VILLALPANDO, CADD TECHNICIAN
- JOSHUA B. DAVID, CADD TECHNICIAN

SURVEYING DEPARTMENT (SURVEYING): *Responsible for precise measurements to determine property boundaries, provide data relevant to the shape and contour of the Earth's surface for engineering, mapmaking, and construction projects. Update boundary lines and prepare sites for construction.*

- EMILIANO DOLAN, SURVEYOR FOREMAN
- ROLAND SCOTT, SURVEYOR

ADMINISTRATION DEPARTMENT (BUSINESS OPERATIONS): *Responsible for Data Management, Contract Management, Procurement, Grant Writing, Client Relations, Accounting, Finance Analysis, and Coordinating Business Operations to secure efficiency and compliance to company and contractor policies.*

- CINDY MEZA, MEd/PROJECT COORDINATOR (CONTRACT MANAGEMENT)
- ANITA R. GONZALEZ, ADMINISTRATIVE ASSISTANT
- CHRISTIAN WINSTON, B.A. Com/GRANT ADMINISTRATION & CLIENT RELATIONS
- RON PEYNADO, BBA/CFO (ACCOUNTING & DATA MANAGEMENT)

Technical Approach/Project Management

TECHNICAL APPROACH

SWG employs a systematic approach to executing projects to ensure maximum efficiency and accuracy. From engineers to project managers and construction quality control teams, we all adhere to the execution plan to deliver the assignment on time and within budget.

PHASE 1: PROJECT DEVELOPMENT

This initial phase is crucial for the success of a project. Our team gathers the necessary information to commence conceptual engineering and preliminary engineering, and ultimately establish a project budget estimate and schedule before moving into detailed design.

CONCEPTUAL ENGINEERING

- Review project scope
- Formalize strategy
- Review owner design standards
- Review existing utilities and site constraints
- Perform preliminary code search
- Research permitting requirements
- Develop process design basis

PRELIMINARY ENGINEERING

- Establish design criteria and approach
- Conduct code and permitting reviews
- Coordinate with OEMs and vendors
- Create process equipment flow diagrams and layouts
- Estimate with accuracy and contingency variance
- Provide value engineering and alternates
- Develop a preliminary schedule
- Determine project staffing

PHASE 2: DETAILED DESIGN

In the detailed design phase, we use the client's input from the project development phase to transform the schematic drawings, outline specifications and project definition into working drawings and specifications.

- Delivery of final outline specification and drawings
- Multiple drawing reviews: 30%, 60%, and 90%
- Drawing acceptance by the owner
- Collaboration with vendors and OEMs on longer-lead items

PHASE 3: PROJECT IMPLEMENTATION

Cost control: We perform thorough planning and bid management during procurement, develop a process for change management and prepare detailed accounting for accurate forecasting and reporting.

Quality assurance: Our proactive approach to quality control begins during pre-construction and continues through closeout. It includes rigorous review of design and submittal documents, on-site inspections and project observation reports for every critical juncture, monthly and weekly progress reports, independent agency testing, as well as mock-ups & samples and mechanical systems start-up and training. **We keep tight control throughout construction, to safeguard owner from any deficiencies.**

Schedule controls: We keep projects moving through constant collaboration and planning, which includes regular schedule updates, two-week look-aheads and weekly subcontractor coordination meetings.

Communication: All client communications are handled through our project manager. Our project manager oversees all communication, acting as a single point of contact for design, submittals and shop drawing control, requests for information (RFIs), drawing management procedures and design changes.

Safety: The safety of our employees, clients and contractors is top priority, so we create project-specific safety plans, perform safety audits, create emergency protocols, and adhere to all OSHA requirement.

PHASE 4: COMMISSIONING AND CLOSING

- Mechanical systems start-up and training
- Final field inspections
- Punch list
- Record drawings
- Owner's manuals

1. PROJECT SCOPE VERIFICATION (5%):

Meet with client to verify project parameters, complete preliminary investigations, budget, schedule, size, location service district…etc.

2. INTERNAL KICK-OFF MEETING (5%):

The design team meets to discuss the project considerations, approach, schedule, and deliverables. This meeting is directed by the project manager and attended by the survey department, designer, engineer, drafter, and the client representative.

3. OBTAIN EXISTING INFORMATION (10%):

Available local record information is researched and existing utility companies are requested to provide their specific utility information.

4. TOPOGRAPHIC SURVEY (15%):

Initiate field work order to cover the project construction area. Office work includes verification of Right-Of-Way, property lines, existing easements and public/private utility location.

5. UTILITY REVIEW (20%):

Preliminary drawings are supplied to all utility agencies for review and comment. All possible conflicts are addressed at this stage. Alternatives are discussed as applicable.

6. PRELIMINARY DESIGN (30%):

Provide preliminary alignment, drawings, schedule, and cost estimates.

7. PERMIT DOCUMENTS (60%):

Final location is determined and all applicable permit applications are prepared. Necessary easements documents finalized and project specifications are assembled.

8. FINAL DESIGN (90%):

All applicable permits and easements are secured. Permitting agency comments and special conditions are addressed. Internal constructability review is conducted. Plans are forwarded to the client for final review and approval.

9. BIDDING DOCUMENTS (100%):

Final plans and specifications are assembled creating the "Bid Package". Client specific sections (General Conditions, Bonds, Agreements, Technical Specifications…etc.) are included.

10. BID ADVERTISEMENT:

Trade publications and local newspapers are used to place the advertisements as authorized by the client. Bidding documents are often scanned and made available for viewing. Hard copies will typically be located at SWG Engineering offices for examination and pickup. General contractors and supplier questions / requests for clarifications are addressed and addenda issued as appropriate.

11. PRE-BID MEETING:

Frequently, this meeting is facilitated by SWG Engineering to ensure bidders have a complete understanding of the project scope.

12. BID-OPENING:

SWG Engineering will facilitate the bid opening meeting that is attended by the client, bidders, and stake holders. All bids are checked for completeness including the required bonds.

13. BID TABULATION & RECOMMENDATION:

Bids are checked for responsiveness, balance, and fatal errors. Bidder's qualifications, insurance, and references are checked. Subsequently, Recommendation of Award will formally be issued to the client.

PROJECT INSTRUCTIONS AND WORK PLANS

The Project Manager will initiate work, prepare project instructions and work plans, and manage and control progress of the work. He will be the primary contact between City of Edinburg and SWG team members. Project instructions will communicate team members' responsibilities and define tasks, schedules, budgets, and coordination methods.

PROJECT MONITORING AND CONTROL

SWG will prepare monthly narrative progress reports describing work accomplished during the reporting period, work anticipated in the next reporting period, issues and concerns, problem resolutions, and schedule and budget updates. A cost summary will document expenditures during the reporting period, cumulative expenditures to date, estimated cost to complete the work, and total estimated cost at completion. The costs will be compared to the budget amounts for each task and show any variance. SWG recognizes that meeting the proposed schedule is an essential part of delivering the project successfully and meeting the budget.

ON TIME AND WITHIN BUDGET

SWG's project management competence rests on our mastery of the tools necessary for managing water and wastewater projects. Our project managers have a fully integrated project control system that combines scope, schedule, budget, and forecast data into one database. This real-time reporting project control system assists project teams in the day-to-day management of their projects.

SCHEDULING

The keys to an effective schedule include direct integration with Work Breakdown Structure (WBS), resource-loading to assist with funding needs and budget analysis, identification of milestones or deliverables, logical depiction of work processes, and regular updates to assess project performance. Our scheduling success can be attributed to the Critical Path Method (CPM) developed from software programs, depending on project needs and system compatibility.

BUDGET CONTROL

SWG will use a number of tools for project budget control. These include our management information system for tracking internal project costs; resource utilization, and costs; and cost estimating software for both professional services budget estimates and construction cost estimates. Elements of cost to be estimated include, but are not limited to, are labor, materials, equipment, travel, and expenses.

PROJECT MEETINGS

Well-planned and properly timed meetings ensure excellent service. The kick-off meeting will help ensure that the City of Edinburg needs, vision, and team member roles and responsibilities are clearly understood. Meetings with City of Edinburg staff and other agencies, as appropriate, will provide valuable coordination. To reduce costs, conference calls will be used when appropriate.

PROBLEM SOLVING

While many issues can be anticipated and planned around, unexpected obstacles often arise in performance of an endeavor such as this. When obstacles arise, we immediately manage them by investigating the problem, developing alternative solutions, and communicating our ideas for maintaining schedule and budget as soon as possible. Engineers are often described as practical problem solvers, a quality personified by SWG. Characterized by creative thinking, we will offer innovative yet practical concepts for your consideration throughout the project in an effort to better serve City of Edinburg. We will maintain close contact with your staff, carefully address their ideas, and include them in developing project solutions wherever appropriate.

QUALITY ASSURANCE/ QUALITY CONTROL PLAN

The following summarizes the general planning methodology that our team has developed. At SWG Engineering, we believe that it is our responsibility to ensure the accuracy and quality of our proposed projects. Our team prides themselves in client support by ensuring each designated project team member is invested to see their part of the design become a reality. We ensure the all documents are meeting standards and are coordinated between consultants. Quality control is an everyday practice. SWG has developed a Quality Assurance and Quality Control (QA/QC) plan, with the ability to modify it so that it specifically meets each individual projects' requirements. Each project presents unique opportunities and challenges, making customization key. Our plan consists of:

- **DESIGN CONSULTATION (i.e. PRELIMINARY DRAWINGS AND EXHIBITS)**
  - We ensure all expectations, design criteria, and construction standards are met.
- **PARTICIPATION**
  - We encourage ample participation from stakeholders, public entities, and community groups to ensure all expectations are constantly being exceeded.
- **STANDARD OPERATING PROCEDURES**
  - Set standard of how our firm prepares, produces and reviews plans, specifications, estimates, calculations and other necessary submittal items.
  - Specific procedures based upon type of project, size, scale, and scope of work.
  - Role coordination procedures are followed to properly assign tasks without creating conflicts.
  - Proper procedures followed for obtaining necessary permits.
  - Final review methodology to ensure adequacy of total project design.
    - Each document is independently reviewed and verified for clarity, feasibility, completeness and a precision.
- **SUBSTANTIATION**
  - Proper documentation and submission of required submittals to ensure all QA/QC procedures have been met.
- **FIELD CONSTRUCTION QA/QC**
  - Field Inspection Daily Observation Reports.
  - HD 4K aerial video recordings and drone flights that will showcase project scope, progress, and completion.
    - Also a valuable tool for project owner to showcase improvements to public and stakeholders.
  - Web-based service for client's authorized personnel to access, view, and comment on project documents.
- **OTHER**
  - Showcase/Announcement of successful project completion on ASCE-RGV monthly newsletter for public outreach, if desired.

We are aware that each project presents unique opportunities and challenges; customization is the key to success. Our goal is to provide design consultation, drawings, exhibits, and participation in meetings with stakeholders, community groups, and public entities to develop a successful design.

Our firm has built a reputation for high quality work achieved in a spirit of collaboration, both within the firm and with our clients. Quality management is best achieved when all members of a team are thoroughly invested in the project and see their part of the design as a piece of the whole picture. Our team assures the construction documents are meeting standards and are coordinated between consultants. Quality Control is an everyday practice.

Our goal is to make sure that the drawings can be built as planned. We host project coordination meetings and implement internal deadlines to review everyone's goals. This helps us ensure that our clients' needs and requirements are being met. At key milestone of 30%, 60% and 90% progress, our team produces a set of red-lines for an internal review of documents. Constant review of the work is crucial to eliminate human error.

The team's focus on Quality Control assures that our services are continually meeting the goal of continual improvement throughout the process, leading to design excellence.

CONSTRUCTION ENGINEERING INSPECTION

At SWG Engineering, we have a proven history of delivering successful engineering, environmental, and construction management solutions for projects since 1945. Our team prides ourselves in demonstrating value to our clients through our work by conveying innovative, cost effective, and timely design solutions to their unique request. Our designated Construction Engineering Inspector provides professional supervision in the field, ensuring that our plans are coming to life as per all specifications and design criteria. SWG is glad to provide the following services under our ***Construction Engineering Inspection***:



- Full construction oversight to ensure construction as per plans and specifications
- Coordination with all Contractors, Consultants, and Clients
- Overview of tests through independent laboratories on an as needed basis per project specifications
- Ensuring that all ongoing construction meets established timelines
- Preform Field Inspection Report for each site visit
- Preforming monthly drone flights inspections for stakeholders meetings
- Monitoring through time-lapse equipment and recordings to ensure proper QA/QC
- Overseeing that all Safety and Quality Procedures are taking place at all times.
- Ensure that workmanship meets or exceeds expectations
- Ensure high quality materials are used

SWG understands that the best set of plans are only as good as their equivalent construction on the field. This is why SWG ensures coordination and enforces strict oversight over the construction teams, to guarantee the successful construction and realization of the project plans.

Team Member Qualifications & Experience

Key Employees

Randall C. Winston, P.E./President

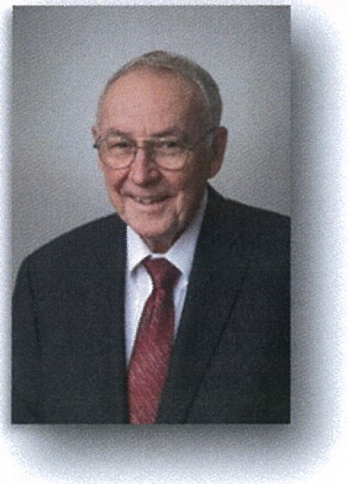
Texas Registered Professional Engineer No. 70417
Master of Engineering in Civil Engineering, Texas A&M University
Bachelor of Science in Civil Engineering, Texas A&M University



Mr. Winston has 40 years of experience in the Civil Engineering industry. His experience includes being principal engineer for several largescale water and wastewater projects in design, regulations, budget and schedule control, and construction management. He has been lead engineer for many treatment projects, detention facilities, large water and wastewater plants, rapid dewatering drying beds, lift stations, and collection and distribution systems. As Project Manager, Mr. Winston will be responsible for providing superior client service to ensure complete client satisfaction. He'll ensure technical delivery of the design, and adherence to QA/QC, safety and health requirements, managing project staffing, and financial performance tracking. Mr. Winston has expertise in working with regulatory agencies such as TCEQ, TxDOT, Army Corp of Engineers, IBWC, and other regulatory agencies. In addition to regulatory agencies, Randall has extensive knowledge with funding agencies such as TWDB, USDA, NADBANK/BECC, FEMA, CDBG, GLO, HUD, TDEM, EDA, among others.

Joseph B. Winston, Jr., P.E., RPLS, Vice President

Texas Registered Professional Engineer No. 31109
Texas Registered Professional Land Surveyor No. 3780
Bachelor of Science in Civil Engineering, Texas Tech University



Mr. Winston has over 62 years of civil engineering and surveying experience. His experience encompasses largescale project designs, regulation, analysis, project and construction management, as well as engineering studies, environmental oversight, utility coordination and conflict resolution oversight, hydrology, hydraulic design, plan review, public involvement. He has extensive experience on projects ranging from civil site work to transportation and paving design, to drainage design, to largescale utility designs, among others.

In addition, Mr. Winston has 58 yrs of experience throughout the Rio Grande Valley consulting for various entities in the private sector as well as governmental clients. Furthermore, Mr. Winston has served as City Engineer Consultant for various entities such as City of Alamo, City of San Juan, City of Mercedes, and City of La Feria, among others, where he assists and serves the city on all engineering matters.

Jacob D. Castaneda, EIT, CFM

Engineer-In-Training Certificate No. 77374
Certified Floodplain Manager Certificate No. 4508-23N
Bachelor of Science in Civil Engineering, University of Texas Rio Grande Valley



Mr. Castaneda has 4 years of civil engineering experience. His experience includes consulting in Civil Engineering on design and development of Water Resources, Water Distribution Systems, Wastewater Collection Systems, Stormwater Drainage, Flood Mitigation, Pump Systems, Hydraulic Modeling, and Paving and Grading design. Mr. Castaneda also has experience working and coordinating with agencies such as FEMA, TCEQ, TXDOT, CDBG, GLO, NADBANK, USDA, TWDB, and TPWD. As a Project Engineer, Mr. Castaneda's role will be in project design and project management support, as well as project control specialists, utilizing his background of project planning, management, and design experience for civil and environmental design and construction.

RANDALL C. WINSTON, P.E.

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Weslaco, TX 78596
(956) 968-2194
randy@siglerwinstongreenwood.com

EDUCATION

Master of Engineering, Civil Engineering, Environmental Eng. Dept.- 1988

Texas A&M University
Bachelor of Science in Civil Engineering- 1985

REGISTRATION

Professional Engineer State of Texas No.: 70417

WORK EXPERIENCE

Environmental Projects, Water Treatment, Wastewater Treatment,
Solid Waste Management, Industrial Wastewater and General Civil Engineering
SWG Engineering, Weslaco,Texas - 1989 - Present

Environmental Engineering Lab Instructor and Lecture Substitute
Texas A&M University, College Station, Texas – 1987-1988

General Civil Engineering and Consulting
Sigler, Winston, Greenwood & Assoc., Inc., Weslaco, Texas 1985 - 1987

SUMMARY OF WORK EXPERIENCE

- Delta Lake Irrigation District Canal A: 28,500 LF of Canal Conversion to 36" and 24" Pipeline Design and Project Management
- Delta Lake Irrigation District Canal A: Procurement of $1M US Bureau of Reclamations grant Progreso Bridge Co. Port of Entry: Paving and Detention Pond Design
- Sharyland Water Supply Corporation Design and Construction of Water Treatment Plant NO. 3
- Sharyland Water Supply 1.0 MG Elevated Water Tower
- Sharyland Water Supply WTP #1: USDA $6 Million Funding Coordination
- City of Donna 1.0 MG Elevated Water Tower
- City of Ingram Wastewater Improvements - Phase I
- City of Ingram Wastewater Improvements - Phase II
- City of Ingram Lift Station No. 1 and No. 2
- Solid waste disposal sites and transfer stations.
- City of Weslaco EDAP Facility Plan
- Weslaco T- Mobile: Civil Site Grading, Paving, and Detention Pond Design
- Landfill Closure for the City of McAllen.
- Landfill Surveying and Engineering for BFI Landfill, Donna, Texas.
- Water distribution study for the Sharyland Water Supply Corporation.
- Odor control study for the City of Weslaco Wastewater Treatment Plant and Collection System.
- Wastewater pretreatment plant for Southern Frozen Foods packing plant in Alamo (a 0.5 million gallon per day flow, 1,210 mg/l BOD_5 average).
- Study and pilot program for the City of La Feria using manmade wetlands as secondary treatment for lagoon effluent.
- City of Weslaco Economically Distressed Areas Program (EDAP) Facility Plan.
- City of McAllen Wastewater Treatment Plant No. 3, Four (4) Million Gallon Per Day Addition.
- Environmental Assessment for Hidalgo County Irrigation District No. 6 for a loan application to the United States Bureau of Reclamation. Complete archeological and environmental coordination with Local, State and Federal Agencies with approval for this project was done in this report.
- Multiple site work for HEB Stores located across the Valley: Ware Road HEB, McAllen; Weslaco HEB; Mercedes HEB; and subdivision work on Alamo HEB.
- Subdivision and site work for Weslaco Luby's Cafeteria.
- Weslaco Independent School District/ South Palm Gardens -- Septic tank design and drain field.
- City of Weslaco - City Engineer from 1990 to 2006, 2018
- City of McAllen Water Treatment Plant 2 MGD addition to the North Treatment Plant to bring total permitted capacity to 8 MGD.
- City of Weslaco Odor Control for North Wastewater Treatment Plant
- City of Weslaco 1 MGD Addition Extended Aeration Wastewater Treatment Plant
- City of Weslaco Study and Master Plan for Water and Wastewater Facilities
- City of Weslaco La Colonia Las Palmas Sewer Improvements
- City of McAllen Rehabilitation of Sludge Beds at WWTP No. 2
- City of McAllen PUB Sludge Handling Facility Pilot Study and Recommendations
- City of McAllen Highland Lift Station
- City of Weslaco Re-Design of Pumps and Motors and Controls for LS No. 27

JOSEPH B. WINSTON, JR., P.E./R.P.L.S.

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joe@siglerwinstongreenwood.com

EDUCATION

Texas Tech University
Bachelor of Science in Civil Engineering- 1966

REGISTRATION

Professional Engineer State of Texas No.: 31109
Registered Public Surveyor of Texas No.: 3780

WORK EXPERIENCE

Principal-Consulting Engineering Firm of SWG Engineering, LLC.
Weslaco, Texas 1969 – Present

Junior Engineer- Sigler, Winston & Greenwood,
Consulting Engineers, Mercedes, Texas 1966-1969

SUMMARY OF WORK EXPERIENCE

- Served as City Engineer on a retainer basis for the cities of Alamo, Texas, and City of San Juan, Texas
- Currently serving as City Engineer on a retainer basis for the City of Mercedes, Texas, and the City of La Feria, Texas
- Prepared EDA Application for Water Distribution and Wastewater Collection System Improvements for the City of Weslaco
- Prepared EDA Application for Water Treatment and Water Distribution Improvements for the City of Alamo
- Engineer in charge of 750,000 Gallon Elevated Composite Water Tank for City of Mercedes
- Engineer in charge of 500,000 Gallon Composite Elevated Tank
- Engineer in Charge of Water Treatment Plant Renovation, Water Treatment Plant Expansion, Water Distribution Additions, Wastewater Treatment and Collection Improvements for the City of Alamo
- Assisted with collection and analysis of water samples for Area Wide Plan for Sewerage Treatment Facilities for the Rio Grande Valley Pollution Control Authority/Lower Rio Grande Valley Development Council
- Assisted with the Non-Point Source Report for the Lower Rio Grande Valley Development Council 208 Water Quality Program.
- Directed gathering and analysis of data for the Flood Insurance Survey of several cities in Hidalgo County
- Prepared Master Plan and Studies for DHUD Water Improvements, Wastewater Improvements, Paving and Drainage Improvements for the City of San Juan
- Engineer in Charge of Water Treatment Plant Renovation, Water Treatment Plant Expansion, water Distribution Improvements, Development of Raw Water Reservoir, Wastewater Collection Improvements, Wastewater Treatment Plant Expansion, Storm Water Improvements, and Paving Improvements for the City of San Juan
- Prepared Solid Waste Permits for the Cities of Mercedes, Alamo, San Juan, and McAllen
- Assisted the City of Harlingen Water Works System with full-time residence inspection services for the New 15 MGD M.F. Runnion Water Treatment Plant and Reservoir and with Water Distribution Improvements
- Chairman for three years of the Lower Rio Grande Valley Development Council's Pre-Application Review Panel
- Engineer in Charge of the 2.0 MGD Loma Alta Water Treatment Plant and Above Ground storage Tank for the Brownsville Navigation District
- Engineer in Charge of Report, Plans and Specifications for the Rehabilitation of Irrigation and Drainage Facilities of Hidalgo County Water Improvement District No. 5, Progreso -- a project with more than $ 6,000,000 in construction costs
- Engineer in Charge of the Improvements, Additions, or New Construction of Several Mobile Home Parks -- Llano Grande, Alamo Palms, Winter Ranch, etc.
- Improvements to Water Treatment Plant No. 1, including a New Clearwell, City of McAllen.
- Engineer in Charge of 54" Raw Water Line, two - 7.5 MGD Expansions, Three - 2 Million Gallons Above Ground Storage Tanks with Transfer Pumping, Four Additional High Service Pumps, including Building, a $ 4,500,000 -- 8.0 MGD Addition, SCADA Instrumentation, and Exterior Improvements for the Southwest Water Treatment Plant (formerly Water Treatment Plant No. 2), City of McAllen.
- Rehabilitation of Water Treatment Plant for the City of Roma
- Assisted with Chlorination-Dechlorination, and Instrumentation for Wastewater Treatment Plants No. 2 and 3, City of McAllen.
- Assisted with Municipal Park Improvements for the cities of Hidalgo, Mercedes, and La Feria, including Swimming Pool Improvements for the City of Hidalgo and City of Mercedes.
- Engineer in Charge of 24-inch Distribution Main Improvements for the City of McAllen.
- Engineer in Charge of the Cleaning and Repairing of Elevated and Ground Storage Tanks for the cities of Laredo, San Juan Alamo, Mercedes, and La Feria.
- Assisted architectural firm with the development of a wastewater disposal system for the Zenith Electronics Maquiladora Plant in Mexico
- Engineer in Charge of report, and plans and specifications for two separate projects for the Relocation of Utilities within IH 35 for the Laredo Waterworks System
- Engineer in Charge of Repairs to Raw Water Intake Screens and Pumps for the Laredo Waterworks System
- Engineer in Charge of the Renovation of the 18.0 MGD Water Treatment Plant No. 1 including New Equipment for Mixing, Settling, Electrical, Chemical, Instrumentation, Piping, Valves, etc., for the Laredo Waterworks System.

Also included was coordination with architect of major architectural improvements

- Engineer in Charge of plans and specifications for the Renovation for the Chemical Feed Equipment for Water Treatment Plant No. 2, Laredo Waterworks System
- Engineer in Charge of Water Rate Study for the City of San Juan and the City of Mercedes. Assisted with water rate studies for the Laredo Waterworks System and the City of McAllen
- Engineer in Charge of the Renovation of the 1.3 MGD Wastewater Treatment Plant including Additional Sand Drying Beds, and the Addition of a 1.0 MGD Extended Aeration Wastewater Treatment Facility for the City of Mercedes
- Engineer in Charge of the Renovation of the Water Treatment Plant for the City of Mercedes, and the Addition of a Residual Management Basin, and a 1.2 MG Clearwell
- Engineer in Charge of Developing a Supplemental Water Well, Storage and Pumping Facilities for Southern Frozen Foods in the City of Alamo
- Engineer in Charge of Renovation of Water Treatment Plant, including Adding Clarification, 500,000 Gallon Clearwell, and Chemical Feed System for the City of La Feria
- Engineer in Charge of Additional Wastewater Treatment Capacity in the form of oxidation lagoons for the City of La Feria
- Engineer in Charge of Parking Facilities, Bus Service Roads, Tennis Courts, and Other Site Improvements for the Mercedes Independent School District
- Engineer in Charge of Rehabilitation of the Water Treatment Plant of Phoenix Frozen Foods in Monte Alto
- Engineer in Charge of Field Work and Site Development of Two Industrial Parks for the City of Mercedes
- Prepared Applications for the Innovative and Alternative Technology Funding for Land Application of Wastewater and Sludge for the city of McAllen
- Engineer in Charge of Rehabilitation of Major Lift Stations for the City of Mercedes
- Preparation of Solid Waste Site Closure Plans for the City of Mercedes and the City of McAllen
- Engineer in Charge of Field Work and Site Development of Two Industrial Park Sites for the City of La Feria
- Engineer in Charge of Plans and Specifications for Water Distribution Improvements, Wastewater Collection Improvements, Paving and Drainage Improvements for the City of Mercedes from 1978 to currently
- Engineer in Charge of Plans and Specifications for Water Distribution, Wastewater Collection and Paving and Drainage Improvements for the City of La Feria from 1976 to currently
- Prepared Study and Analysis of Leaks in a 30"/36" Raw Water Line serving CPL's J.L. Bates Power Station.
- Engineer in Charge of Solid Waste Transfer Stations for the City of La Feria and the City of Mercedes
- Engineer in Charge of O&M Manual for the City of Mercedes Wastewater Treatment Improvements
- Prepared Feasibility Study for Additional Water Treatment Plant Capacity for the City of McAllen
- Provided Engineering Analysis and Costs for City of La Feria Master Plan
- Prepared a Joint Drainage Study for the City of La Feria and La Feria Irrigation Dist. No. 3
- Engineer in Charge for Economically Distressed Areas (EDAP) Application and Facility Plan for the City of Mercedes
- Engineer in Charge of Disinfection Studies for the Cities of La Feria, Mercedes, and McAllen
- Engineer in Charge of Site Improvements for HEB Grocery in the Cities of Weslaco and Pharr
- Engineer in Charge of Bridge over Anacuitas Seco Drain and Box Culvert and New Floodway Levee Structure for Hidalgo County Drainage District's Drainage Improvements in the City of Mercedes
- Assisted Mejia and Rose, Inc. with Water Treatment Improvements to the City of Los Fresnos Water Treatment Plant Engineer in Charge of Plans and Specifications for a New Municipal Water Well for the City of Mercedes

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EDUCATION

University of Texas Rio Grande Valley
Bachelor of Science in Civil Engineering- 2022

REGISTRATION

Engineer-In-Training State of Texas No.: 77374
Certified Floodplain Manager No. 4508-23N

WORK EXPERIENCE

Environmental Projects, Water Treatment, Wastewater Treatment, Water Distribution System, Wastewater Collection, Drainage Improvements, and General Civil Engineering Projects

SWG Engineering, Weslaco, Texas - 2021 – Present

SUMMARY OF WORK EXPERIENCE

- City of Laredo Hoist System
- Hidalgo County Irrigation District No. 9-proposed 50 mg reservoir
- City of Laredo rehab of lift station at las cruces
- City of Palmview DRRP street and flood
- Weslaco ISD- various playground improvements and Mary Hoge driveway
- City of Weslaco-update water conservation plan
- Hidalgo County Irrigation District No. 9- water conservation plan and drought contingency plan updates
- Laguna Madre Water District-project engineer of $20 million Long Island Village water and wastewater improvements
- Town of Combes-ARP Nixon Road drainage and street improvements
- City of Mercedes-drainage master plan
- Union Water Supply Corporation-water plant expansion, rehab and water line distribution $28 million project
- City of Weslaco-sub-division reviews
- City of Donna-Water Treatment Plant Financial Assistance Application
- City of Brownsville-Update Drainage Policy
- Weslaco ISD-Fuel Tanks
- John Knox Village-Water Improvements Plan
- Jim Wells County Fresh Water District- Wastewater Improvements
- WCDD #2 Willimar Drainage Ditch Improvements
- City of Mercedes Capisallo Sanitary Sewer Collection, Lift Station and Septic Tank decommission
- City of Lyford HMGP Drainage Improvements

PROJECT CHART



SWG Engineering, LLC
Randall C. Winston, P.E./President
Principal Engineer & Primary Contact

Administration Department:
- Cindy Meza, Project Coordinator-SWG

Engineering Department:
- Joe B. Winston, P.E., RPLS
- Jacob D. Castaneda, EIT/CFM-SWG
- Dalinda Ramos, EIT
- Fabricio Solis, Graduate Engineer
- Mario Villasenor, Inspector-SWG

Drafting Department:
- Rolando Garza, CAD Designer/GIS-SWG
- Joshua David-, CAD Tech.-SWG
- Manuel Valdez, Jr. CADD Designer Supervisor

Surveying Department:
- Emiliano Dolan, Foreman-SWG
- Roland Scott, Surveyor-SWG

PROJECT MANAGEMENT

Being a full-service firm, and always being mindful of the project owners' bottom line, SWG Engineering provides Funding Procurement services for any project we are involved in. Our management team has prepared numerous grant application over 30 years in municipal government. Many of these applications funded and accounted for millions of dollars of infrastructure improvements including water and sewer systems, drainage systems, streets, parks, downtown revitalization, housing, economic development, emergency management, first responder facilities, and other capital improvements.

One of our samples projects is The Delta Lake Irrigation District canal to pipeline conversion project is an ongoing project, which has been in development for almost two years, and has an estimated construction timeline of two additional years. A grant from the Bureau of Reclamation (BOR) of $1 Million dollars was procured by SWG to aid in the cost of construction of this important project.

We've worked with large cities and small towns, and we've found that many times there is funding available that will save the owner from expending funds from their own budget, or that perhaps the owner is in dire need of a project they cannot afford at this time. In both of these cases, the owner would benefit from procuring project funding.

Our team of Administrators and Engineers work side by side to assemble a competitive, accurate application that exceeds the target Agency's requirements. We have worked with various types of funding, ranging from sub-market rate low interest loans, 100% grants, or a combination of both grant and loan, procured through various agencies and methods.

ADMINISTRATION EXPERIENCE

SWG has provided Funding Procurement Services to secure project funding from many local, state, and federal agencies, such as: TWDB, USDA, NADBANK/BECC, FEMA, CDBG, GLO, HUD, TDEM, EDA, TPWD, BOR, among others. SWG Engineering has over 30 years of municipal funding experience including financial management, identifying grant resources, grant writing, and grant management.

ENVIRONMENTAL CLEARANCE PROCEDURES

In addition to the funding procurement itself, SWG also has experience executing environmental clearance procedures from inception through completion, to include initiating the environmental process by coordinating contact with applicable state agencies, such as Texas Historical Commission, EPA, Tribal Organizations, and U.S. Fish and Wildlife Service, to completion of the Environmental Review Record. Our firm is knowledgeable with the provisions of a full Environmental Assessment (EA), Categorical Exclusions (CE), Preliminary Engineering Reports (PER), Environmental Reports (ER), various Water Reports, Benefit Cost Analyses, and is capable of executing all to completion. For more than 30 years we have contracted with the Texas General Land Office as an Environmental Service Provider to complete the environmental assessments for communities that were affected by Hurricanes Dolly and Ike, increasing our knowledge of the regulations required for environmental approval.

A few of our most recent successfully secured funds are for the following project:

Bureau of Reclamations (BOR)

- Delta Lake Irrigation District Canal Lining $1,000,000.00

  https://www.usbr.gov/watersmart/weeg/docs/2018/FY2018-WEEG-Project-Descriptions.pdf

Federal Emergency Management Agency (FEMA)

- City of Lyford HMGP Drainage Improvements $750,000.00 (TDEM)
- City of La Feria HMGP Drainage Improvements $500,000.00
- City of La Feria HMGP Drainage Improvements $ 2,600,000.00

General Land Office (GLO)

- City of La Feria Water and Wastewater Improvements $ 16,000,000.00
- City of Mercedes Drainage Improvements $1.000,000.00

Housing and Urban Development (HUD)

- City of La Feria(CDBG) $13,000,000.00 https://www.nadb.org/our-projects/infrastructure-projects/water-and-wastewater-improvements-project-in-la-feriatexas

North American Development Bank (NADBANK/BECC)

- Hidalgo & Cameron Counties Irrigation District Water Conservation Project $1,250,000.00

https://www.nadb.org/our-projects/infrastructure-projects/water-conservation-improvement-project-for-hidalgo-and-cameron-counties-irrigation-district-no-9-mercedestexas

- City of La Feria Water and Wastewater Improvements $13,820,000.00

https://www.nadb.org/our-projects/infrastructure-projects/water-and-wastewater-improvements-project-in-la-feriatexas

- City of Port Isabel-Long Island Village (LMWD) Sanitary Sewer, Water and Paving Improvements $20,000,000.00

Texas Parks & Wildlife Department (TPWD)

- City of Port Isabel Washington Park $150,000.00
- City of La Feria Nature Center
- City of Los Indios Park $150,000.00

A Rescue Plan Act (ARPA)

- City of Combs Nixon Road Drainage and Street Improvements 7000,000.00

Texas Water Development Board (TWDB)

- City of La Feria Water & Wastewater Improvements $15,000,000.00
- City of Ingram Sanitary Sewer Line Improvements $1,000,000.00
- Delta Lake Irrigation District Canal Lining $60,000.00
- City of Mercedes Capisallo Subdivision Sanitary Sewer and Lift Station $2,500,000.00
- Willacy County Drainage District No. 2 Willimar Drainage and Street Improvements $1.3 million

United Stated Department of Agriculture (USDA)

- Sharyland Water Supply Corporation Water Treatment Plant No. 3 $25,000,000.00
- City of Ingram Wastewater Improvements $ 10,600,000.00
- Union Water Supply Water Treatment Plan Expansion River Pump Station and Waterline Improvements $20, 000,000.00

Previous Experience/Projects

Client: Laguna Madre Water District

Contact: Mr. Charles F. Ortiz, P.E., District Engineer
Address: 105 Port Road, Port Isabel, TX 78578
Phone: (956) 943-2626, Ext. 130
Date: 2022- Present
Contract Value: $19,500,000.00



Project Summary:

SWG was selected for the following:

Design of the water distribution system lines and wastewater collection system lines to be placed within the multiple street right-of-ways (ROW) or Easements, replacing the existing lines possibly under dwellings.



The four (4) existing Lift Stations (LS) will be designed for upgrades and or replacements, move LS #4 to the main road being Sea Shell Blvd. SWG also consider combining and eliminating LS within the Long Island Village community.

The streets that will be cut for the installation of the water and wastewater lines will be designed to be repaved to the current width with no additional drainage outfalls.

Every street intersection will be provided a tap and water meter for the LIV community maintained private sprinkler systems.

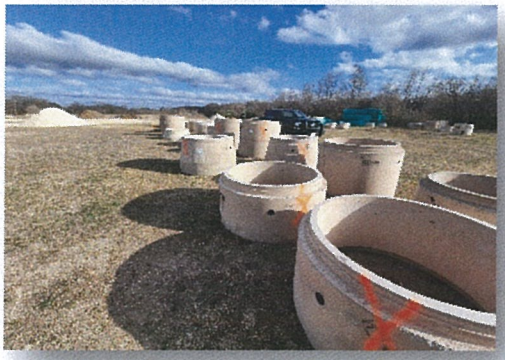
The project has a contract value of $19.5 Million that includes the construction.

Client: City of Ingram

Contact: Ms. Heather Davis, City Secretary
Address: 230 Hwy 39, Ingram, TX 78025
Phone: (830)367-5115
Date: 2009 – 2024
Contract Value: $6,500,000.00
Project Summary:



Phase I SWG was hired by the City of Ingram to procure the funding, design, and provide easement documents for individual lot sewer system connections for 172 residential properties and decommission 172 septic tanks within the city. This provided immediate connections for the residents at no cost to them.



Phase II - SWG prepared a Preliminary Engineering Report in accordance with United States Department of Agricultural Rural Development (USDA RD) and as a result, obtained funding for the design and installation of gravity lines for collection of residential wastewater within the Phase II area, which included 302 connections and two new lift stations, which were installed to re-pump all the wastewater flow. These improvements have made a tremendous improvements on the water quality of the pristine Guadalupe River.

Phase III- SWG is currently assisting the City of Ingram with the third phase of improvements and has an estimated 152 addition connections to be added.

Client: City of Mercedes

Contact: Mr. Alberto Perez, City Manager

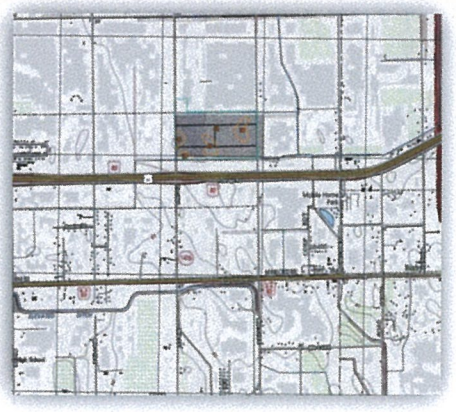
Address: 400 S. Ohio Ave., Mercedes, TX 78570

Phone: (956) 565-3114

Date: 2019-2024

Contract Value: $2,160,275.00

Project Summary: Proposed Sanitary Sewer Improvements, Existing Septic Systems Decommissioning, and Proposed Lift Station for Capisallo Terrace Subdivision.



The project site is located approximately 1,000 feet north of the intersection between US 83 Frontage Road and Mile 2 East Road at the proposed site will accommodate for proposed lift

station and sanitary sewer line improvements. The site construction for the proposed structure is anticipated to be on a slab-on-grade or on-fill foundation provided expansive, soil-related movements will not impair the performance of the structure. Project will be divided in 4 phases:

Phase 1: Preliminary

Conduct preliminary deliberations for determination of project scope of work, prepare preliminary cost estimates and establish scope of work.

Phase 2: Funding

Assist City in procurement of funding or Funding Administrator.

Phase 3: Design

Conduct necessary analysis of project area, complete design, and develop construction plans.

Phase 4: Construction

Solicit bids, procure contractor, conduct construction management and conduct frequent site inspections. Conduct project closeout and assist in fulfillment of funding requirements, if any.

Client: Union Water Supply Corporation (UWSC)



Contact: Mr. Jorge Bazan, General Manager

Address: 5992 FM 1430, Rio Grande City, TX 78582

Phone: (956) 487-3744

Date: 2021- Present

Contract Value: $30,000,000.00

Project Summary: Design for the construction of the System-Wide Improvements and Rehabilitation, including WTP Expansion and Rehabilitation, River Pump Station Rehabilitation, and Distribution System Upgrades



Union Water Supply Corporation (UWSC) of La Casita-Garciasville, Texas, Starr County acquired funding from USDA in the amount of $30 million dollars for a much-needed water system expansion. This improvement allows for treatment system to expand from the existing 1.5 million gallons per day to 4 million gallons per day. It will also provide for constructing a 250,000 gallon ground storage tank and rehabilitation of the existing river pump structure located on the Rio Grande River. Additionally, the funds will replace the existing 25 miles of outdated 1" to 4" small diameter pipes with more efficient 8" waterlines, which will alleviate the problem of water line breaks in the system. With new waterlines, fire hydrants will be installed to provide fire protection for the community's resident.

SWG assisted UWSC with each step of the grant process, from the earliest scope and budget preparations for application through grant administration. SWG targeted assistance with specific aspects of the funding process, such as conceptual designs, engineering reports to support a proposed project, and summaries of the project's economic development quantitative and qualitative indicators that will positively impact hundreds of residents. Project Deliverables as follow:

- **Waterline Improvements**

Upgrade existing 1-inch thru 4-inch water line to a minimum 6-inch waterline
Placement of fire hydrants for fire protection with the service area
Upgrade existing 6-inch thru 8-inch water transmission lines to 10-inch lines

- **Existing Water Plant Improvements (1.5 MGD)**

Replace the existing claricone (clarifier) with a new claricone (clarifier)
Upgrade filters - Replace filter media and replace possible underdrains
Upgrade the chemical buildings
Upgrade the electrical distribution system
Upgrade the SCADA system

- **Water Storage**

Abandon existing ground steel storage tank
Placement of a new 250,000 gallon concrete ground storage tank

- **Additional Capacity (2.5 MGD)**

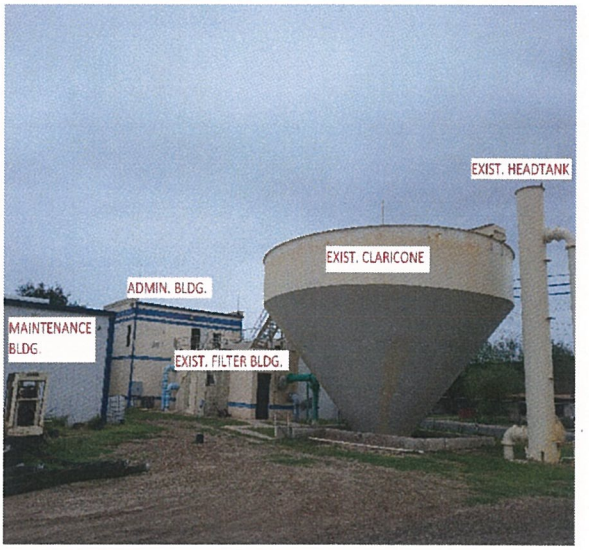
Placement of Ultra-Filtration surface source water purification system
Piping from Ultra-Filtration system to storage tank

- **Plant Distribution System**

Upgrade high service pumps to the distribution system
Upgrade transfer pumps from the storage reservoir to the existing plant and the Ultra-Filtration system plant

- **Raw Water Supply**

Upgrade pumps at the River Pump Station
Stabilize River Pump Station Structure on the Rio Grande Banks



Client: Delta Lake Irrigation District

Contact: Mr. Troy Allen, General Manager

Address: 10370 Charles Green Rd., Edcouch, TX 78538

Phone: (956) 262-2101

Date: 2018 – 2023

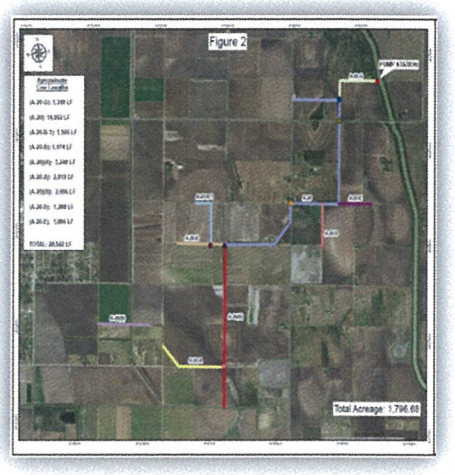
Contract Value: $3,200,000.00

Project Summary: Canal to Pipeline Conversion of Canal A-20 and Pump Station

For this important project, a grant from the Bureau of Reclamation (BOR) of $1,000,000 was procured by the SWG to aid in the cost of construction.

The project will convert approximately **28,000 linear feet** (~5.3 miles) of deteriorated canal into a modern pipeline system. **This 36"-18" pipeline** will contain flowmeters at strategic points to monitor water flow, and has sluice gates and line gate valves at specific locations to isolate pipeline sections as necessary. Additionally, the main diesel pump station will be deleted and has been designed to be replaces as a **state-of-the art pump station, with VFD controlled twin electric pumps**, which will enable the deletion of 5

total diesel pump stations in the system. The flow meters will also connect to this master pump station, and the entire system will be capable of being monitored and controlled remotely.



The deletion of these diesel pump stations will Significantly lower operation and maintenance costs to the District, while eliminating any contamination from them. Additionally, and the primary reason why the BOR funded the project, the canal conversion to pipeline project is anticipated to save approx. 2,050 acre-feet of water, being **668 million gallons, per year.**

Client: City of Lyford

Contact: Mr. Juan Cedillo, City Secretary

Address: 13550 Main Ave., Lyford, TX 78569

Phone: (956) 347-3512

Date: 2019-2023

Contract Value: $243,000.00



Project Summary: Improvements to Lift Station No. 7

"El Toro"

SWG was selected to provide services, including preliminary and final design plans and specifications, all interim and final inspections. The Lift Station No. 7, serving the El Toro Subdivision (Bausell & Ellis Colonia) in the City of Lyford is aged and has degraded and obsolete components, resulting in safety and operational issues. Water/Sewer Improvements include rehabilitating Lift Station No. 7 to mitigate safety and operational issues. Also, replace one hundred linear feet (100 l.f.) of four-inch (4") sewer line, replace valves and fittings in wet well, backup generator and pumps, replace and upgrade float control switches and all other associated appurtenances. The construction shall take place at Lift Station No. 7, in the El Toro Subdivision (Bausell & Ellis Colonia) on Shady Drive South. These activities shall benefit one hundred fifty-five (155) persons, of which one hundred twenty-six (126) or eighty-one percent (81%) are of low- to moderate-income.

Client: Laguna Madre Water District



Contact: Mr. Charles F. Ortiz, P.E., District Engineer

Address: 105 Port Road, Port Isabel, TX 78578

Phone: (956) 943-2626, Ext. 130

Date: May 2020- April 2022

Contract Value: $1,601,776.75

Project Summary:

Rehabilitation and Improvements of Clarification and Flocculation Basins at Water Treatment Plant No. 1.

SWG was selected by LMWD to design Water Treatment Plant No. 1 in Port Isabel, TX. Design of clarifier a rehabilitation including removal and replacement of 60 FT. upflow clarifier butterfly valve, Mag meter for 10" and 14" raw water lines along with electrical as required.

Current Projects:

- City of Mercedes- Drainage Improvements near Mercedes Emergencey Dome Shelter
- City of Brownsville- Wild Rose Lane Improvements
- McAllen HUB- Abandonment of Liftstation #31
- City of Palmview- Street Improvements
- City of La Feria- Downtown Revitalization
- City of Weslaco-Sub-Division Reviews & Drainage Report
- Laguna Madre Water District- Long Island Village Improvements
- Union Water Supply Corporation- La Casita Improvements
- Weslaco ISD- Playground Improvements

References

REFERENCES

MS. ELISA ROSAS

City Secretary
City of Lyford
13550 Main Ave
Lyford, TX 78569
(956) 347-3512
E-mail: cityoflyford@lyfordtx.us

MR. DOROTEO GARCIA JR, P.E., CFM, RAS

Assistant City Manager
City of Brownsville
404 E Washington
Brownsville, TX 78520
(956) 541-1012
E-mail: Doroteo.Garcia@brownsvilletx.gov

MR. PAUL GREENHILL

District Manager
Willacy County Drainage District No. 2
8304 Business Hwy. 77
Lyford, TX 78569
(956) 347-5164
E-mail: paulg426@willacycdd1.org

MR. FRANK RIOS

City Manager
City of La Feria
115 E. Commercial Ave.
La Feria, TX 78559
(956) 797-2261
E-mail: frios@cityoflaferia.com

MR. MARCO A. VEGA, PE

General Manager
McAllen Public Utility
1300 Houston Ave.
McAllen, TX 78501
(956) 681-1771
E-mail: mvega@mcallen.net

Required Documents

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2025

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Mindy Rivera PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Technology Insurance Company, Inc.	
INSURED SWG Engineering, LLC 611 Bill Summers Intl Blvd Weslaco TX 78596	INSURER B : Lloyds of London	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 **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:			TPP1723741 03	02/09/2025	02/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Related-	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 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	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability			B0621PSWGE000324	11/18/2024	11/18/2025	Aggregate Each Claim	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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:	
DAVID ISON INSURANCE INC 65813865 1383 EAST BITTERS ROAD STE 1 SAN ANTONIO TX 78216	PHONE (A/C, No, Ext): (210) 490-1494	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Fire Insurance Company	19682
INSURED SWG ENGINEERING, LLC 611 BILL SUMMERS INTERNATIONAL BLVD WESLACO TX 78596-9168	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	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)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		65 WBC AC7143	09/02/2024	09/02/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
611 BILL SUMMERS INTERNATIONAL BLVD
WESLACO TX 78596-9168

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

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2025

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PRODUCER State Farm Rick Armendariz 131 N. Texas Ave. Mercedes TX 78570	**CONTACT NAME:** Rick Armendariz **PHONE (A/C, No, Ext):** 956-565-3126 **FAX (A/C, No):** **E-MAIL ADDRESS:** rick.r.armendariz.wm1a@statefarm.com
INSURED SWG ENGINEERING, LLC 611 S INTERNATIONAL BLVD WESLACO TX 785969108	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company — 25178 **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	ADD INSD	SUB 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:							$
A	AUTOMOBILE LIABILITY	Y	Y	431 1762-C26-53C	03/26/2025	03/26/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ 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	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation under the liability coverage for the City of Laredo

CERTIFICATE HOLDER

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

This form was system-generated on 04/08/2025

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Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

SWG Engineering, LLC

Sigler, Winston, Greenwood & Associates, 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	Expiration Date
F-592	8/31/2025

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 70417
Status: **ACTIVE**
Expires: **6/30/2026**

RANDALL COLEMAN WINSTON
Texas Licensed Professional Engineer

Signature

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

Executive Director
Lance Kinney, Ph.D., P.E.

Refer to our website for license status, license renewal and update instructions: http://pels.texas.gov

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **31109**
Status: **ACTIVE**
Expires: **9/30/2025**

JOE B. WINSTON JR.
Texas Licensed Professional Engineer

Signature

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

Executive Director
Lance Kinney, Ph.D., P.E.

Refer to our website for license status, license renewal and update instructions: http://pels.texas.gov

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Entity Information Search Results 1 Total Results

Filter by:

Entity Name	Status
"SWG Engineering, L.L.C."	Active

SWG ENGINEERING, L.L.C. ● Active Registration

Entity

Unique Entity ID: KC8JXAJM2Z43

CAGE/NCAGE: 7W3E2

Physical Address:
611 BILL SUMMERS INTERNATIONAL BLVD
WESLACO , TX
78596 USA

Expiration Date:
Aug 14, 2025

Purpose of Registration:
Federal Assistance Awards

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status
"SWG Engineering"	Active

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Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status	Excluded Individual
"SWG Engineering"	Active	Randy C Winston,

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:
2025-1341892

Date Filed:
07/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SWG Engineering, LLC
Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025-004
Liftstation #4 and Sewer Line Upgrades (Engineering Services)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Winston, Randall C.	Weslaco, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Randall C. Winston, P.E./President, and my date of birth is 06/19/1963.

My address is 611 Bill Summers International Blvd., Weslaco (city), TX (state), 78596 (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 29th day of July (month), 2025 (year).

Randall C. Winston, P.E.

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 07/29/2025

Company/Vendor Name: SWG Engineering, LLC

Printed Name and Title: Randall C. Winston, P.E./President

Authorized Signatory: _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: SWG Engineering, LLC
(Full, correct legal name)

- Address: 611 Bill Summers International Blvd., Weslaco, TX 78596
- Telephone/Fax: 956-968-2194 956-968-8300
- Email address: randy@swgeng.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? Weslaco

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. _____
N/A

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Anita R. Gonzalez
Address: 611 Bill Summers International Blvd., Weslaco TX, 78596
Telephone: 956-968-2194
Fax: 956-968-8300
Email: anita@swgeng.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. _____

N/A

10. Provide any other names under which your business has operated within the last 10 years.

N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES (NO)

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Randall C. Winston, P.E./President, the undersigned representative of SWG Engineering, 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:

Randall C. Winston, P.E./President

TYPE/PRINT NAME AND TITLE:

07/29/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Randall C. Winston P.E/President, the undersigned representative of SWG Engineering, 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:

Randall C. Winston, P.E./President

TYPE/PRINT NAME AND TITLE:

07/29/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Randall C. Winston P.E./President, the undersigned representative of SWG Engineering, 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:

Randall C. Winston, P.E./President

TYPE/PRINT NAME AND TITLE:

07/29/2025

DATE:

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Randall C. Winston, P.E./President, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of SWG Engineering, LLC (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Randall C. Winston, P.E.

Title Principal Engineer/President

Subscribed and sworn to me this 29th day of July 2025.

By: Cynthia Meza

Notary Public

CYNTHIA MEZA
My Notary ID # 10636467
Expires October 25, 2026

My commission expires 10-25-2026

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.**

SWG Engineering, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Randall C. Winston P.E./President	Randall C. Winston P.E.	07/29/2025
Name of signatory	Signature	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.



Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

SWG Engineering, LLC

Sigler, Winston, Greenwood & Associates, 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-592

Expiration Date
8/31/2025

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 70417
Status: ACTIVE
Expires: 6/30/2026

RANDALL COLEMAN WINSTON
Texas Licensed Professional Engineer

Signature

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

Executive Director
Lance Kinney, Ph.D., P.E.

Refer to our website for license status, license renewal and update instructions: http://pels.texas.gov

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **31109**
Status: **ACTIVE**
Expires: **9/30/2025**

JOE B. WINSTON JR.
Texas Licensed Professional Engineer

Signature

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

Executive Director
Lance Kinney, Ph.D., P.E.

Refer to our website for license status, license renewal and update instructions: http://pels.texas.gov

SAM.GOV

Entity Information Search Results 1 Total Results

Filter by:

Entity Name	Status
"SWG Engineering, L.L.C."	Active

SWG ENGINEERING, L.L.C. ● Active Registration

Entity

Unique Entity ID: KC8JXAJM2Z43

CAGE/NCAGE: 7W3E2

Physical Address:
611 BILL SUMMERS INTERNATIONAL BLVD
WESLACO , TX
78596 USA

Expiration Date:
Aug 14, 2025

Purpose of Registration:
Federal Assistance Awards

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status
"SWG Engineering"	Active

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Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status	Excluded Individual
"SWG Engineering"	Active	Randy C Winston,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2025

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Mindy Rivera PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com
INSURED SWG Engineering, LLC 611 Bill Summers Intl Blvd Weslaco TX 78596	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Technology Insurance Company, Inc. INSURER B : Lloyds of London INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 **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:			TPP1723741 03	02/09/2025	02/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Related-	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 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	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability			B0621PSWGE000324	11/18/2024	11/18/2025	Aggregate Each Claim	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

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 be endorsed. If SUBROGATIONIS 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:	
DAVID ISON INSURANCE INC 65813865 1383 EAST BITTERS ROAD STE 1 SAN ANTONIO TX 78216	PHONE (A/C, No, Ext): (210) 490-1494	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Fire Insurance Company	19682
INSURED SWG ENGINEERING, LLC 611 BILL SUMMERS INTERNATIONAL BLVD WESLACO TX 78596-9168	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	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)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		65 WBC AC7143	09/02/2024	09/02/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
611 BILL SUMMERS INTERNATIONAL BLVD
WESLACO TX 78596-9168

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

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2025

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.

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PRODUCER StateFarm Rick Armendariz 131 N. Texas Ave. Mercedes TX 78570	**CONTACT NAME:** Rick Armendariz **PHONE (A/C, No, Ext):** 956-565-3126 **FAX (A/C, No):** **E-MAIL ADDRESS:** rick.r.armendariz.wm1a@statefarm.com
INSURED SWG ENGINEERING, LLC 611 S INTERNATIONAL BLVD WESLACO TX 785969108	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company 25178 **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	ADD INSD	SUB 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	Y	Y	431 1762-C26-53C	03/26/2025	03/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation under the liability coverage for the City of Laredo

CERTIFICATE HOLDER

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

This form was system-generated on 04/08/2025

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Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

SWG Engineering, LLC

Sigler, Winston, Greenwood & Associates, 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-592

Expiration Date
8/31/2025

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 70417
Status: ACTIVE
Expires: 6/30/2026

RANDALL COLEMAN WINSTON
Texas Licensed Professional Engineer

Signature

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

Executive Director
Lance Kinney, Ph.D., P.E.

Refer to our website for license status, license renewal and update instructions: http://pels.texas.gov

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **31109**
Status: **ACTIVE**
Expires: **9/30/2025**

JOE B. WINSTON JR.
Texas Licensed Professional Engineer

Signature

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

Executive Director
Lance Kinney, Ph.D., P.E.

Refer to our website for license status, license renewal and update instructions: http://pels.texas.gov

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status
"SWG Engineering"	Active

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status	Excluded Individual
"SWG Engineering"	Active	Randy C Winston,

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:
2025-1341892

Date Filed:
07/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SWG Engineering, LLC
Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025-004
Liftstation #4 and Sewer Line Upgrades (Engineering Services)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Winston, Randall C.	Weslaco, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Randall C. Winston, P.E./President, and my date of birth is 06/19/1963.

My address is 611 Bill Summers International Blvd., Weslaco (city), TX (state), 78596 (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 29th day of July (month), 2025 (year).

Randall C. Winston, P.E.

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 07/29/2025

Company/Vendor Name: SWG Engineering, LLC

Printed Name and Title: Randall C. Winston, P.E./President

Authorized Signatory: _____, P.E.

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: SWG Engineering, LLC
(Full, correct legal name)

- Address: 611 Bill Summers International Blvd., Weslaco, TX 78596
- Telephone/Fax: 956-968-2194 956-968-8300
- Email address: randy@swgeng.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? Weslaco

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. _____
N/A

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Anita R. Gonzalez
Address: 611 Bill Summers International Blvd., Weslaco TX, 78596
Telephone: 956-968-2194
Fax: 956-968-8300
Email: anita@swgeng.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. _____

N/A

10. Provide any other names under which your business has operated within the last 10 years.

N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Randall C. Winston, P.E./President, the undersigned representative of SWG Engineering, 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.

Randall C. Winston, P.E.

SIGNATURE OF COMPANY REPRESENTATIVE:

Randall C. Winston, P.E./President

TYPE/PRINT NAME AND TITLE:

07/29/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Randall C. Winston P.E/President, the undersigned representative of SWG Engineering, 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:

Randall C. Winston, P.E./President

TYPE/PRINT NAME AND TITLE:

07/29/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Randall C. Winston P.E./President, the undersigned representative of SWG Engineering, 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.

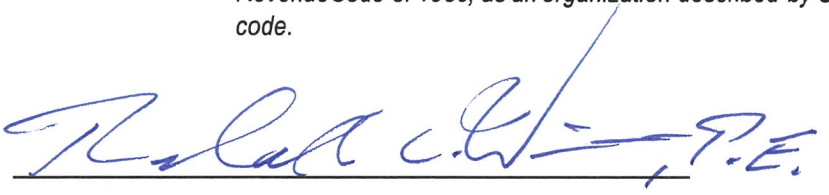
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Randall C. Winston, P.E./President

TYPE/PRINT NAME AND TITLE:

07/29/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Randall C. Winston, P.E./President, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of SWG Engineering, LLC (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Randall C. Winston, P.E.

Title Principal Engineer/President

Subscribed and sworn to me this 29th day of July 2025.

By: Cynthia Meza

Notary Public

CYNTHIA MEZA
My Notary ID # 10636467
Expires October 25, 2026

My commission expires 10-25-2026

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.**

SWG Engineering, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Randall C. Winston P.E./President — Name of signatory

Randall C. Winston P.E. — Signature

07/29/2025 — 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.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
BUDGET
Agenda Item No: 10.A.
Proposed Tax Rate

1. **Agenda Item:**
Discuss and Consider Proposed Tax Rate for the City of Edinburg for Fiscal Year Beginning October 1, 2025 through September 30, 2026 and Setting Public Hearing. [Ascencion Alonzo, Director of Finance]

2. **Description:**
Senate Bill (S.B.) 18, 79th Texas Legislature, Regular Session, provides for changes in notices and hearings. The notice and hearing limit is the no-new-revenue tax rate or the voter-approval tax rate, whichever is lower for the taxing unit. The taxing unit's governing body must vote to place the proposal to adopt the rate on the agenda at a future meeting as an action item. The vote must be recorded and the proposal must specify the desired rate. If the motion passes, the governing body must schedule a public hearing on the proposal. The governing body must publish a quarter-page notice notifying the public of the hearing and must hold the public hearing before adopting the tax rate.

S.B. 18 also amends Section 26.06(d) Tax Code. It states that after each public hearing required by subsection (b), the governing body shall give notice of the meeting at which it will vote on the proposed tax rate. The notice of the vote must include the date and time of the public hearing.

Property tax rate was decreased by $0.04 from $0.6800 to $0.6400 for Fiscal Year 2022-2023, decreased by $0.01 from $0.6400 to $0.6300 for Fiscal Year 2023-2024, and the City Manager recommends the proposed tax rate to remain at $0.6300. Comparing tax rates without adjusting for changes in property value, the tax rate would not change per $100 of taxable value, which is a zero percent change compared to last year's tax rate.

A record vote must be recorded on the proposed tax rate along with the governing body scheduling a public hearing on the proposal. City Manager recommends public hearing to be held at Edinburg City Hall-Council Chambers, 415 West University Drive on September 16, 2025 at 6:00 p.m.

3. **Staff's Recommendation:**
Authorize Proposed Tax Rate of $0.6300 for the City of Edinburg for Fiscal Year Beginning October 1, 2025 through September 30, 2026 and Setting the Public Hearing to be Held on September 16, 2025 at 6:00 p.m.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
BUDGET
Agenda Item No: 10.B.
2024-2025 Budget Transfers

1. **Agenda Item:**
Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Aviation 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.

Information Technology

1. General Fund: FROM Membership Dues, Subscriptions TO Office Supplies, in the Amount of $1,200. [Daniel Vera, Director of Information Technology]

Parks & Recreation

1. General Fund: FROM Marketing & Advertising TO Professional Services, in the Amount of $7,950. [Javier Garza, Director of Parks & Recreation]

Library

1. General Fund: FROM Other Materials TO Office Maintenance & Contractual-IT, in the Amount of $2,460. [Leticia Leija, Director of Library & Cultural Arts]
2. General Fund: FROM Salaries TO Professional Services, in the Amount of $7,000. [Leticia Leija, Director of Library & Cultural Arts]

Finance

1. Utility Fund: FROM Rents & Contractuals-IT TO Office Hardware & Software; and Office Furniture, in the Amount of $3,100. [Ascencion Alonzo, Director of Finance]

Aviation

1. South Texas Int'l Airport at Edinburg Fund: FROM Other TO Printing; Machines & Equipment; Marketing & Advertising; Tools; Food; Janitorial; and Office Furniture, in the Amount of $10,345. [Eddie Velarde, Director of Aviation]

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 100-GENERA

DEPARTMENT IT

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	MEMBERSHIP DUES, SUBSCRIPTIONS	1	0	0		1	0	0	0	5	1	3	2	1	0	$ 1,200

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME GENERAL

DEPARTMENT PARKS & RECREATION

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	MARKETING & ADVERTISING	1	0	0	-	4	0	0	2	-	5	2	2	2	0	5	$ 7,950
										Total							$ 7,950

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	PROFESSIONAL SERVICES	1	0	0	-	4	0	0	2	-	5	1	1	2	0	0	$ 7,950
										Total							$ 7,950

Explanation: Please see attached memo

*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. _____ 7/22/25
2. _____ 7/25/25

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: **DATE:**

3. _____ 07/25/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: **DATE:**

4. _____ 7/25/25

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 FUND

DEPARTMENT LIBRARY

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	OTHER MATERIALS	1	0	0	-	4	1	0	0	-		5	2	3	3	9	0	$ 2,460
2																		
3																		
4																		
5																		
6																		
7																		
									Total									$ 2,460

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	OFFICE MAINT & CONTRACTUAL	1	0	0	-	4	1	0	0	-		5	1	3	3	0	1	$ 2,460
2																		
3																		
4																		
5																		
6																		
7																		
									Total									$ 2,460

Transfer request to cover expenses year expenditures the daily operations of library services for 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. _____ 7/22/2025

2. _____ 7/25/25

Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. _____ 07/25/2025

Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ 7/25/25

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

REC'D AUG 04 2025

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME GENERAL FUND

DEPARTMENT LIBRARY

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	SALARIES	1	0	0	-	4	1	0	0	-		5	0	1	1	0	0	$ 7,000
2																		
3																		
4																		
5																		
6																		
7																		
											Total							$ 7,000

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	PROFESSIONAL SERVICES	1	0	0	-	4	1	0	0	-		5	1	1	2	0	0	$ 7,000
2																		
3																		
4																		
5																		
6																		
7																		
											Total							$ 7,000

Transfer request to secure the professional services of a Library Transition & Operations Consultant to support during the Library's transition to the TLC Automation System.

*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 8/4/2025

2. _____ ___/___/___

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. [signature] 08/07/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. [signature] 8/8/25

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 UTILITY

DEPARTMENT FINANCE

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept			-	*Category							
1	RENTS & CONTRACTUALS-IT	2	0	0	-	0	5	0	0	-	5	1	2	2	4	1	$ 3,100
2					-					-							
3					-					-							
4					-					-							
5					-					-							
6					-					-							
7					-					-							
										Total							$ 3,100

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept			-	*Category							
1	OFFICE HARDWARE & SOFTWARE	2	0	0	-	0	5	0	0	-	5	2	2	3	0	8	$ 450
2	OFFICE FURNITURE	2	0	0	-	0	5	0	0	-	5	2	3	3	0	1	2,650
3					-					-							
4					-					-							
5					-					-							
6					-					-							
7					-					-							
										Total							$ 3,100

Explanation: Transfer of fund for the purchase of intercom speakers for the Utility Billing Division to improve communication with utilily customers.

*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. _____ 08/13/2025

2. _____ ___/___/___

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: **DATE:**

3. _____ 08/13/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: **DATE:**

4. _____ 8/14/25

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 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	$ 10,345
2					-					-								$ -
3					-					-								$ -
4					-					-								$ -
5					-					-								
6					-					-								
7					-					-								
											Total							$ 10,345

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-		*Category						
1	Printing	2	2	0	-	7	0	0	0	-		5	1	2	2	3	0	$ 250
2	Machines & Equipment	2	2	0	-	7	0	0	0	-		5	1	3	3	0	2	5,000
3	Marketing & Advertising	2	2	0	-	7	0	0	0	-		5	2	2	2	0	5	2,000
4	Tools	2	2	0	-	7	0	0	0	-		5	2	2	3	0	1	200
5	Food	2	2	0	-	7	0	0	0	-		5	2	2	3	0	4	1,800
6	Janitorial	2	2	0	-	7	0	0	0	-		5	2	2	3	0	6	350
7	Office Furniture	2	2	0	-	7	0	0	0	-		5	2	3	3	0	1	245
8	Machines & Equipment	2	2	0	-	7	0	0	0	-		5	2	3	3	0	2	500
											Total							$ 10,345

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. Edna Valdez 7/28/2025

2. _____ ___/___/___

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. _____ 08/07/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ 8/8/25

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 - CITY COUNCIL
Meeting Date: August 19, 2025
CONSENT AGENDA
Agenda Item No: 11.A.
Resolution: ARPA/SLFRF

1. **Agenda Item:**
Consider Resolution Approving the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**
On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. The City of Edinburg has received a total of $27,132,536 in two separate allocations in September 2021 and August 2022, both in the amount of $13,566,268.

Please find the proposed budget amendments below:

PROPOSED ARPA-SLFRF BUDGET AMENDMENT
August 19, 2025

CURRENT PROJECTS					
PROJECT NAME	ELIGIBILITY	CATEGORY	APPROVED BUDGET AS OF Dec. 17, 2024	PROPOSED AMENDMENT	PROPOSED BUDGET
Improving Community, Health & Resilience Through the Arts	Y	1.12	$ 600,000.00	$ -	$ 600,000.00
New Service Center	Y	1.14	$ 5,468,599.56	$ (69,928.54)	$ 5,398,671.02
Renovations to Emergency Operations Center	Y	1.14	$ 73,475.00	$ -	$ 73,475.00
Renovations to Fountain Center	Y	1.14	$ 650.00	$ -	$ 650.00
Wisconsin Trail	Y	2.22	$ -	$ -	$ -
Small Business Economic Assistance	Y	2.29	$ 2,717,757.39	$ -	$ 2,717,757.39
Supplemental Pay One-Time Premium Pay Adjustment	Y	4.1	$ 1,955,736.38	$ -	$ 1,955,736.38
Clean Water: Wastewater Treatment Plant Belt Press Generator	Y	5.1	$ 644,459.00	$ -	$ 644,459.00
Airport-Cibolo Road Sanitary Sewer Project	Y	5.2	$ 1,758,825.84	$ (22,612.50)	$ 1,736,213.34
Drinking Water Storage: Elevated Water Tower	Y	5.14	$ 3,294,378.99	$ (28.99)	$ 3,294,350.00
Drinking Water: Downtown Water Treatment Plant High Service Pump Generator	Y	5.15	$ 1,101,616.40	$ -	$ 1,101,616.40
3% Cost of Living Adjustment	Y	6.1	$ 1,700,000.00	$ -	$ 1,700,000.00
South Texas Health Systems	Y	6.1	$ 404,640.00	$ 12,026.00	$ 416,666.00
UTRGV-School of Medicine	Y	6.1	$ 1,000,000.00	$ -	$ 1,000,000.00
DHR - Driscoll Hospital	Y	6.1	$ 1,000,000.00	$ -	$ 1,000,000.00
Improvements to City Hall	Y	6.1	$ 233,200.56	$ -	$ 233,200.56
FY 2022 HUD CPF Fire Training Facility	Y	6.1	$ -	$ -	$ -
Emergency Ambulance Service	Y	6.1	$ 2,021,215.27	$ 125,026.79	$ 2,146,242.06
Utility Rate Study	Y	6.1	$ 38,920.00	$ -	$ 38,920.00
Comprehensive Plan	Y	6.1	$ 250,000.00	$ (44,482.76)	$ 205,517.24
IT Firewall - PD	Y	6.1	$ 98,701.61	$ -	$ 98,701.61
Emergency Portable Trailer/Cameras - PD	Y	6.1	$ 170,360.00	$ -	$ 170,360.00
Street Improvements	Y	6.1	$ 2,600,000.00	$ -	$ 2,600,000.00
		TOTAL	**$27,132,536.00**	$ -	**$ 27,132,536.00**

3. **Staff's Recommendation:**

Approve Resolution of the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Director of Grants Administration

Attachments:

A. Final ARPA-SLFRF Table 08.19.25
B. Final ARPA-SLFRF Budget 08.19.25
C. Final ARPA Resolution 08.19.25

PROPOSED ARPA-SLFRF BUDGET AMENDMENT

August 19, 2025

CURRENT PROJECTS					
PROJECT NAME	**ELIGIBILITY**	**CATEGORY**	**APPROVED BUDGET AS OF Dec. 17, 2024**	**PROPOSED AMENDMENT**	**PROPOSED BUDGET**
Improving Community, Health & Resilience Through the Arts	Y	1.12	$ 600,000.00	$ -	$ 600,000.00
New Service Center	Y	1.14	$ 5,468,599.56	$ (69,928.54)	$ 5,398,671.02
Renovations to Emergency Operations Center	Y	1.14	$ 73,475.00	$ -	$ 73,475.00
Renovations to Fountain Center	Y	1.14	$ 650.00	$ -	$ 650.00
Wisconsin Trail	Y	2.22	$ -	$ -	$ -
Small Business Economic Assistance	Y	2.29	$ 2,717,757.39	$ -	$ 2,717,757.39
Supplemental Pay One-Time Premium Pay Adjustment	Y	4.1	$ 1,955,736.38	$ -	$ 1,955,736.38
Clean Water: Wastewater Treatment Plant Belt Press Generator	Y	5.1	$ 644,459.00	$ -	$ 644,459.00
Airport-Cibolo Road Sanitary Sewer Project	Y	5.2	$ 1,758,825.84	$ (22,612.50)	$ 1,736,213.34
Drinking Water Storage: Elevated Water Tower	Y	5.14	$ 3,294,378.99	$ (28.99)	$ 3,294,350.00
Drinking Water: Downtown Water Treatment Plant High Service Pump Generator	Y	5.15	$ 1,101,616.40	$ -	$ 1,101,616.40
3% Cost of Living Adjustment	Y	6.1	$ 1,700,000.00	$ -	$ 1,700,000.00
South Texas Health Systems	Y	6.1	$ 404,640.00	$ 12,026.00	$ 416,666.00
UTRGV-School of Medicine	Y	6.1	$ 1,000,000.00	$ -	$ 1,000,000.00
DHR - Driscoll Hospital	Y	6.1	$ 1,000,000.00	$ -	$ 1,000,000.00
Improvements to City Hall	Y	6.1	$ 233,200.56	$ -	$ 233,200.56
FY 2022 HUD CPF Fire Training Facility	Y	6.1	$ -	$ -	$ -
Emergency Ambulance Service	Y	6.1	$ 2,021,215.27	$ 125,026.79	$ 2,146,242.06
Utility Rate Study	Y	6.1	$ 38,920.00	$ -	$ 38,920.00
Comprehensive Plan	Y	6.1	$ 250,000.00	$ (44,482.76)	$ 205,517.24
IT Firewall - PD	Y	6.1	$ 98,701.61	$ -	$ 98,701.61
Emergency Portable Trailer/Cameras - PD	Y	6.1	$ 170,360.00	$ -	$ 170,360.00
Street Improvements	Y	6.1	$ 2,600,000.00	$ -	$ 2,600,000.00
		TOTAL	**$27,132,536.00**	$ -	**$ 27,132,536.00**

GRANTS ADMINISTRATION DEPARTMENT

AMERICAN RESCUE PLAN ACT (ARPA) - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROGRAM BUDGET

Proposed: August 19, 2025

PROJECT NAME	EXPENDITURE CATEGORY	PROJECT STATUS	ARPA 1 ALLOCATION	ARPA 2 ALLOCATION	APPROVED BUDGET AS OF DEC. 17, 2024	PROPOSED BUDGET AMENDMENT	PROPOSED BUDGET	EXPENDITURES AS OF JULY 31, 2025	BUDGET BALANCE
PUBLIC HEALTH									
Renovations to Emergency Operations Center	1.14 Other Public Health Services	Complete	$ 63,675.00	$ -	$ 73,475.00	$ -	$ 73,475.00	$ 73,475.00	$ -
Renovations to Fountain Center	1.14 Other Public Health Services	Complete	$ -	$ 650.00	$ 650.00	$ -	$ 650.00	$ 650.00	$ -
New Service Center	1.14 Other Public Health Services	Ongoing*	$ -	$ 5,000,000.00	$ 5,468,599.56	$ (69,928.54)	$ 5,398,671.02	$ 5,398,671.02	$ -
Improving Community, Health & Resilience Through the Arts	1.12 Mental Health Services	Ongoing	$ -	$ 600,000.00	$ 600,000.00	$ -	$ 600,000.00	$ 463,003.36	$ 136,996.64
Category Sub-Total			**$ 63,675.00**	**$ 5,600,650.00**	**$ 6,142,724.56**	**$ (69,928.54)**	$ 6,072,796.02	**$ 5,935,799.38**	**$ 136,996.64**
NEGATIVE ECONOMIC IMPACTS									
SPARC Assistance to Families Gift Card Program	2.1 Household Assistance	Complete	$ 1,017,009.37	$ -	$ 1,017,009.37	$ -	$ 1,017,009.37	$ 1,017,009.37	$ -
SPARC Small Business Grant Program	2.29 Small Business Economic Assistance	Complete	$ 930,000.00	$ -	$ 930,000.00	$ -	$ 930,000.00	$ 930,000.00	$ -
SPARC Home-Based Business Program	2.29 Small Business Economic Assistance	Complete	$ 176,000.00	$ -	$ 176,000.00	$ -	$ 176,000.00	$ 176,000.00	$ -
SPARC LiftFund Interest Buy Down Program	2.29 Small Business Economic Assistance	Complete	$ 50,000.00	$ -	$ 50,000.00	$ -	$ 50,000.00	$ 50,000.00	$ -
SPARC Façade Improvement Program	2.31 Rehab/Improvements to Commercial Properties	Complete	$ 544,748.02	$ -	$ 544,748.02	$ -	$ 544,748.02	$ 544,748.02	$ -
Wisconsin Trail	2.22 Strong Healthy Communities	Deleted	$ -	$ 300,000.00	$ -	$ -	$ -	$ -	$ -
Category Sub-Total			**$ 2,717,757.39**	**$ 300,000.00**	**$ 2,717,757.39**	**$ -**	$ 2,717,757.39	**$ 2,717,757.39**	**$ -**
PREMIUM PAY									
One-Time Premium Pay Adjustment (Full-Time Employees, Part-Time Regular, and Part-Time Seasonal)	4.1 Public Sector Employees	Complete	$ -	$ 1,955,736.38	$ 1,955,736.38	$ -	$ 1,955,736.38	$ 1,955,736.38	$ -
Category Sub-Total			**$ -**	**$ 1,955,736.38**	**$ 1,955,736.38**	**$ -**	$ 1,955,736.38	**$ 1,955,736.38**	**$ -**
INFRASTRUCTURE									
Wastewater Treatment Plant Belt Press Generator	5.1 Clear Water: Centralized Wastewater Treatment	Complete	$ 700,000.00	$ -	$ 644,459.00	$ -	$ 644,459.00	$ 644,459.00	$ -
Airport-Cibolo Road Sanitary Sewer Project (Phase I)	5.2 Clean Water: Centralized Wastewater Collection & Conveyance	Complete	$ 1,844,717.23	$ -	$ 1,758,825.84	$ (22,612.50)	$ 1,736,213.34	$ 1,736,213.34	$ -
Elevated Water Tower (Monte Cristo/Bus. 281)	5.14 Drinking Water: Storage	Ongoing*	$ 3,250,000.00	$ -	$ 3,294,378.99	$ (28.99)	$ 3,294,350.00	$ 3,238,998.43	$ 55,351.57
Downtown Water Treatment Plant High Service Pump Generator	5.15 Drinking Water: Other	Ongoing*	$ 800,000.00	$ -	$ 1,101,616.40	$ -	$ 1,101,616.40	$ 966,454.22	$ 135,162.18
Category Sub-Total			**$ 6,594,717.23**	**$ -**	**$ 6,799,280.23**	**$ (22,641.49)**	$ 6,776,638.74	**$ 6,586,124.99**	**$ 190,513.75**
REVENUE REPLACEMENT									
3% Cost of Living Adjustment	6.1 Provisions of Government Services	Complete	$ -	$ 1,700,000.00	$ 1,700,000.00	$ -	$ 1,700,000.00	$ 1,700,000.00	$ -
Improvements to City Hall	6.1 Provisions of Government Services	Complete	$ -	$ 250,000.00	$ 233,200.56	$ -	$ 233,200.56	$ 233,200.56	$ -
UTRGV - School of Medicine	6.1 Provisions of Government Services	Complete	$ -	$ 2,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -
South Texas Health Systems - New Medical Tower	6.1 Provisions of Government Services	Complete	$ -	$ 404,640.00	$ 404,640.00	$ 12,026.00	$ 416,666.00	$ 416,666.00	$ -
FY 2022 HUD-Economic Development Initiative Community Project Fund-Fire Training Facility	6.1 Provisions of Government Services	Deleted	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
Emergency Ambulance Service	6.1 Provisions of Government Services	Ongoing	$ -	$ 1,350,000.00	$ 2,021,215.27	$ 125,026.79	$ 2,146,242.06	$ 1,884,906.12	$ 261,335.94
Utility Rate and Connection Fee Study	6.1 Provisions of Government Services	Complete	$ -	$ 75,000.00	$ 38,920.00	$ -	$ 38,920.00	$ 38,920.00	$ -
Comprehensive Plan	6.1 Provisions of Government Services	Complete	$ -	$ 250,000.00	$ 250,000.00	$ (44,482.76)	$ 205,517.24	$ 205,517.24	$ -
IT Firewall	6.1 Provisions of Government Services	Complete	$ -	$ 100,000.00	$ 98,701.61	$ -	$ 98,701.61	$ 98,701.61	$ -
Emergency Portable Trailer/Cameras - PD	6.1 Provisions of Government Services	Complete	$ -	$ 170,360.00	$ 170,360.00	$ -	$ 170,360.00	$ 170,360.00	$ -
Street Improvements	6.1 Provisions of Government Services	Ongoing*	$ -	$ 2,600,000.00	$ 2,600,000.00	$ -	$ 2,600,000.00	$ 1,757,978.71	$ 842,021.29
DHR - Driscoll Hospital	6.1 Provisions of Government Services	Complete	$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -
Category Sub-Total			**$ -**	**$ 9,900,000.00**	**$ 9,517,037.44**	**$ 92,570.03**	$ 9,609,607.47	**$ 8,506,250.24**	**$ 1,103,357.23**
			$ 9,376,149.62	**$ 17,756,386.38**	**$ 27,132,536.00**	**$0.00**	**$ 27,132,536.00**	**$ 25,701,668.38**	**$ 1,430,867.62**
ARPA TOTAL BUDGET	**$27,132,536.00**		***All ARPA Funds are fully committed to all ongoing projects.***						

***Status of Ongoing Construction Projects**

Elevated Water Tower - Construction 100% complete. Pending final retainage payment.

Downtown Water Treatment Plant High Service Pump Generator - 75% Complete: Estimated End Date: Aug. 30, 2025

Street Improvements Project - 55% Completed; Estimated End Date: Sept. 2026

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**AUTHORIZE THE AMENDMENT OF THE AMERICAN RESCUE PLAN ACT**
COUNTY OF HIDALGO	**§**	**(ARPA) – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**
CITY OF EDINBURG	**§**	**(SLFRF) PROGRAM BUDGET**

WHEREAS, The U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds Program, under the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and tribal governments; and,

WHEREAS, ARPA-SLFRF Funds are intended to provide support to state, local, territorial and Tribal governments in responding to the economic and public health of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and,

WHEREAS, City revenues, residents, businesses and nonprofits have faced economic impacts due to the COVID Pandemic; and,

WHEREAS, $27,132,536 has been allocated to the City in two separate allocations pursuant to the ARPA-SLFRF Program; and,

WHEREAS, the United States Department of Treasury has released guidance regarding the use of ARPA-SLFRF Program; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements as required by the funding source; and,

WHEREAS, the City Council has previously approved the ARPA-SLFRF Program Budget to include Allocations 1 and 2; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS:

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby amends the ARPA-SLFRF Program budget for Allocations 1 and 2, as follows:

PROPOSED ARPA-SLFRF BUDGET AMENDMENT

August 19, 2025

CURRENT PROJECTS					
PROJECT NAME	ELIGIBILITY	CATEGORY	APPROVED BUDGET AS OF Dec. 17, 2024	PROPOSED AMENDMENT	PROPOSED BUDGET
Improving Community, Health & Resilience Through the Arts	Y	1.12	$ 600,000.00	$ -	$ 600,000.00
New Service Center	Y	1.14	$ 5,468,599.56	$ (69,928.54)	$ 5,398,671.02
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Renovations to Fountain Center	Y	1.14	$ 650.00	$ -	$ 650.00
Wisconsin Trail	Y	2.22	$ -	$ -	$ -
Small Business Economic Assistance	Y	2.29	$ 2,717,757.39	$ -	$ 2,717,757.39
Supplemental Pay One-Time Premium Pay Adjustment	Y	4.1	$ 1,955,736.38	$ -	$ 1,955,736.38
Clean Water: Wastewater Treatment Plant Belt Press Generator	Y	5.1	$ 644,459.00	$ -	$ 644,459.00
Airport-Cibolo Road Sanitary Sewer Project	Y	5.2	$ 1,758,825.84	$ (22,612.50)	$ 1,736,213.34
Drinking Water Storage: Elevated Water Tower	Y	5.14	$ 3,294,378.99	$ (28.99)	$ 3,294,350.00
Drinking Water: Downtown Water Treatment Plant High Service Pump Generator	Y	5.15	$ 1,101,616.40	$ -	$ 1,101,616.40
3% Cost of Living Adjustment	Y	6.1	$ 1,700,000.00	$ -	$ 1,700,000.00
South Texas Health Systems	Y	6.1	$ 404,640.00	$ 12,026.00	$ 416,666.00
UTRGV-School of Medicine	Y	6.1	$ 1,000,000.00	$ -	$ 1,000,000.00
DHR - Driscoll Hospital	Y	6.1	$ 1,000,000.00	$ -	$ 1,000,000.00
Improvements to City Hall	Y	6.1	$ 233,200.56	$ -	$ 233,200.56
FY 2022 HUD CPF Fire Training Facility	Y	6.1	$ -	$ -	$ -
Emergency Ambulance Service	Y	6.1	$ 2,021,215.27	$ 125,026.79	$ 2,146,242.06
Utility Rate Study	Y	6.1	$ 38,920.00	$ -	$ 38,920.00
Comprehensive Plan	Y	6.1	$ 250,000.00	$ (44,482.76)	$ 205,517.24
IT Firewall - PD	Y	6.1	$ 98,701.61	$ -	$ 98,701.61
Emergency Portable Trailer/Cameras - PD	Y	6.1	$ 170,360.00	$ -	$ 170,360.00
Street Improvements	Y	6.1	$ 2,600,000.00	$ -	$ 2,600,000.00
		TOTAL	**$27,132,536.00**	$ -	**$ 27,132,536.00**

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 19th day of August 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez Solis
City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
CONSENT AGENDA
Agenda Item No: 11.B.
Office of the Governor FY 2024 Operation Stonegarden Supplemental Agreement to the Multiple Use Agreement with the Texas Department of Transportation

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Supplemental Agreement to the Multiple Use Agreement with the Texas Department of Transportation for the Placement of Five (5) Flock Camera License Plate Readers on State Highway Right of Way, Funded Through the Office of the Governor Fiscal Year 2024 Operation Stonegarden Grant Program, on State Highway Right-of-Way in Edinburg. [Jaime Ayala, Chief of Police]

2. **Description:**
The purchase of the Flock Camera License Plate Readers was funded through the Office of the Governor Fiscal Year 2024 Operation Stonegarden Grant Program, which supports collaborative efforts to enhance security along U.S. borders. This grant program targets ingress routes from international borders, including travel corridors in states adjacent to Mexico. The designated locations for the installations are as follows:

- 3911 N Closner Blvd, Edinburg, TX 78541
- 908 N M Rd, Edinburg, TX 78542
- 4309 E Richardson Rd, Edinburg, TX 78542
- 2901 W University Dr, Edinburg, TX 78539
- 2820 W University Dr, Edinburg, TX 78539

City Council approved application submittal for the Office of the Governor Fiscal Year 2024 Operation Stonegarden Grant Program on February 4, 2024.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter into a Supplemental Agreement to the Multiple Use Agreement with the Texas Department of Transportation for the Placement of Five (5) Flock Camera License Plate Readers on State Highway Right of Way, Funded Through the Office of the Governor Fiscal Year 2024 Operation Stonegarden Grant Program, on State Highway Right-of-Way in Edinburg.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:
A. Resolution_FY24 OPSG TxDOT Supp. Agreement

B. Phase 2 TXDot Locations
C. MUA Supplemental Agreement_FY2024

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**AUTHORIZE THE CITY MANAGER TO ENTER INTO A SUPPLEMENTAL AGREEMENT TO THE MULTIPLE USE AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PLACEMENT OF FLOCK CAMERA LICENSE PLATE READERS ON STATE HIGHWAY RIGHT OF WAY.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Edinburg Police Department finds it in the best interest of the community to place Flock Camera License Plate Readers in proposed locations on state highway right-of-way; and

WHEREAS, the Flock Camera License Plate Readers are to be used to assist the Edinburg Police Department in monitoring high crime areas to perform work related to the Office of the Governor Fiscal Year 2024 Operation Stonegarden Grant Program; and

WHEREAS, the Edinburg Police Department will be the sole manager of staging Flock Camera License Plate Readers and will not hold Texas Department of Transportation liable for any damages Flock Camera License Plate Readers may sustain while in proposed locations along state highway right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, that:

1. This Supplemental Agreement to the existing Multiple Use Agreement with Texas Department of Transportation is hereby authorized to be executed;
2. The Edinburg Police Department is designated as the Authorized Representative to act in all matters in connection with this agreement, including execution of the Supplemental Agreement to the existing Multiple Use Agreement with Texas Department of Transportation for the placement of Flock Camera License Plate Readers in Edinburg, on state highway right-of-way.

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 19th day of August, 2025.

CITY OF EDINBURG

By: _____

Ramiro Garza Jr., Mayor

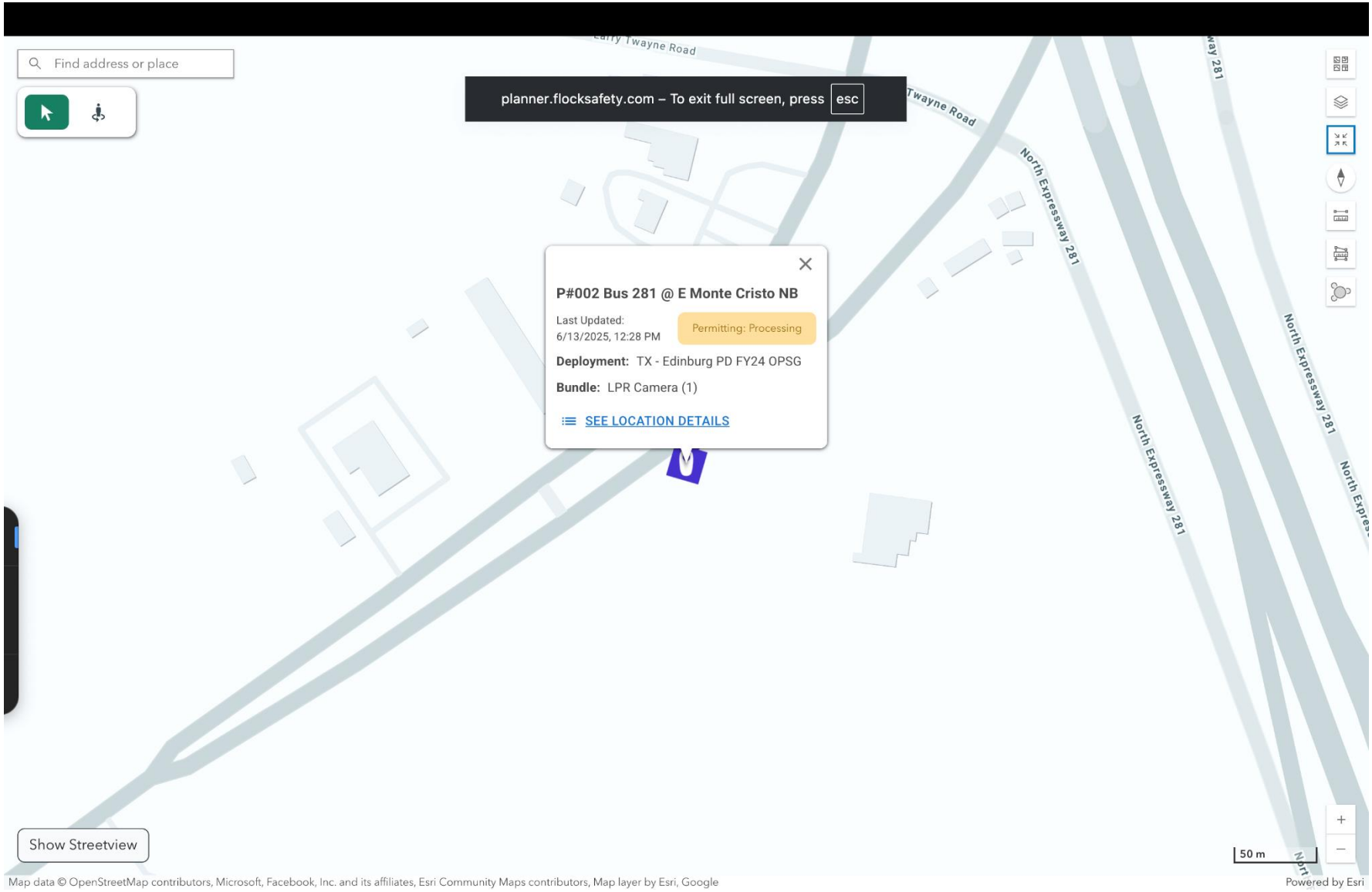
ATTEST:

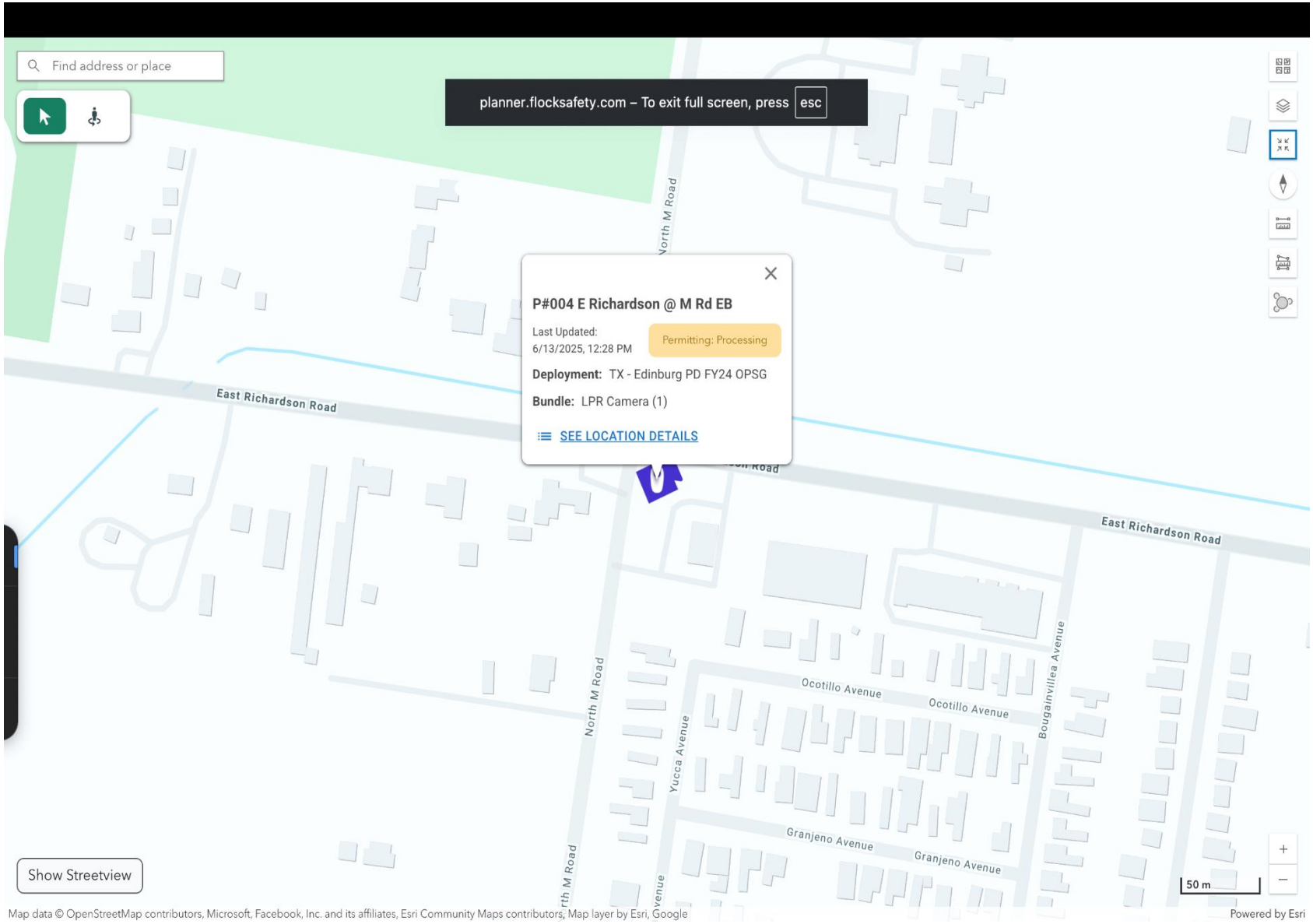
By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Josephine R. Solis

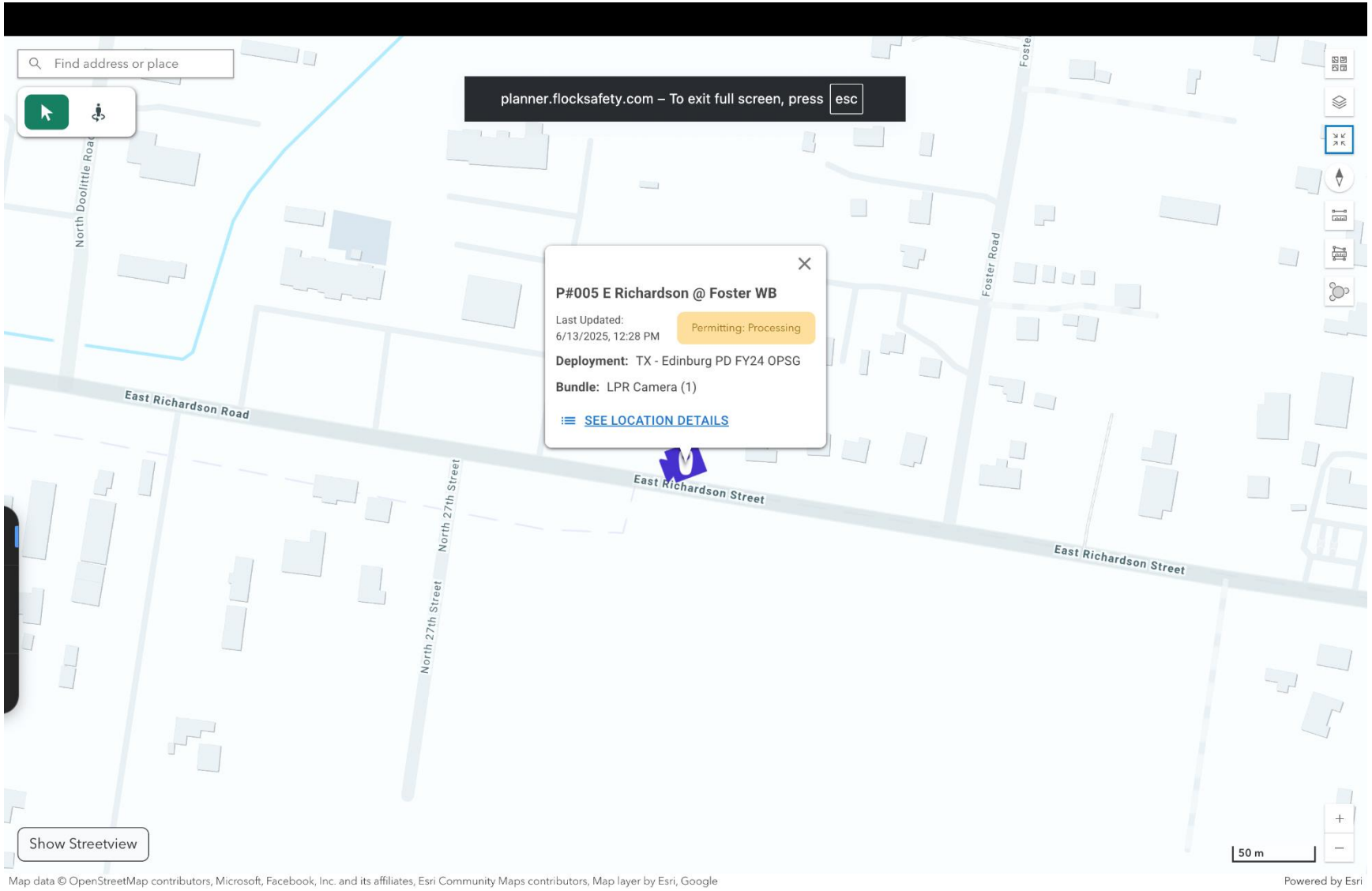
By: _____
City Attorney

3911 N CLOSNER BLVD, EDINBURG, TEXAS 78541

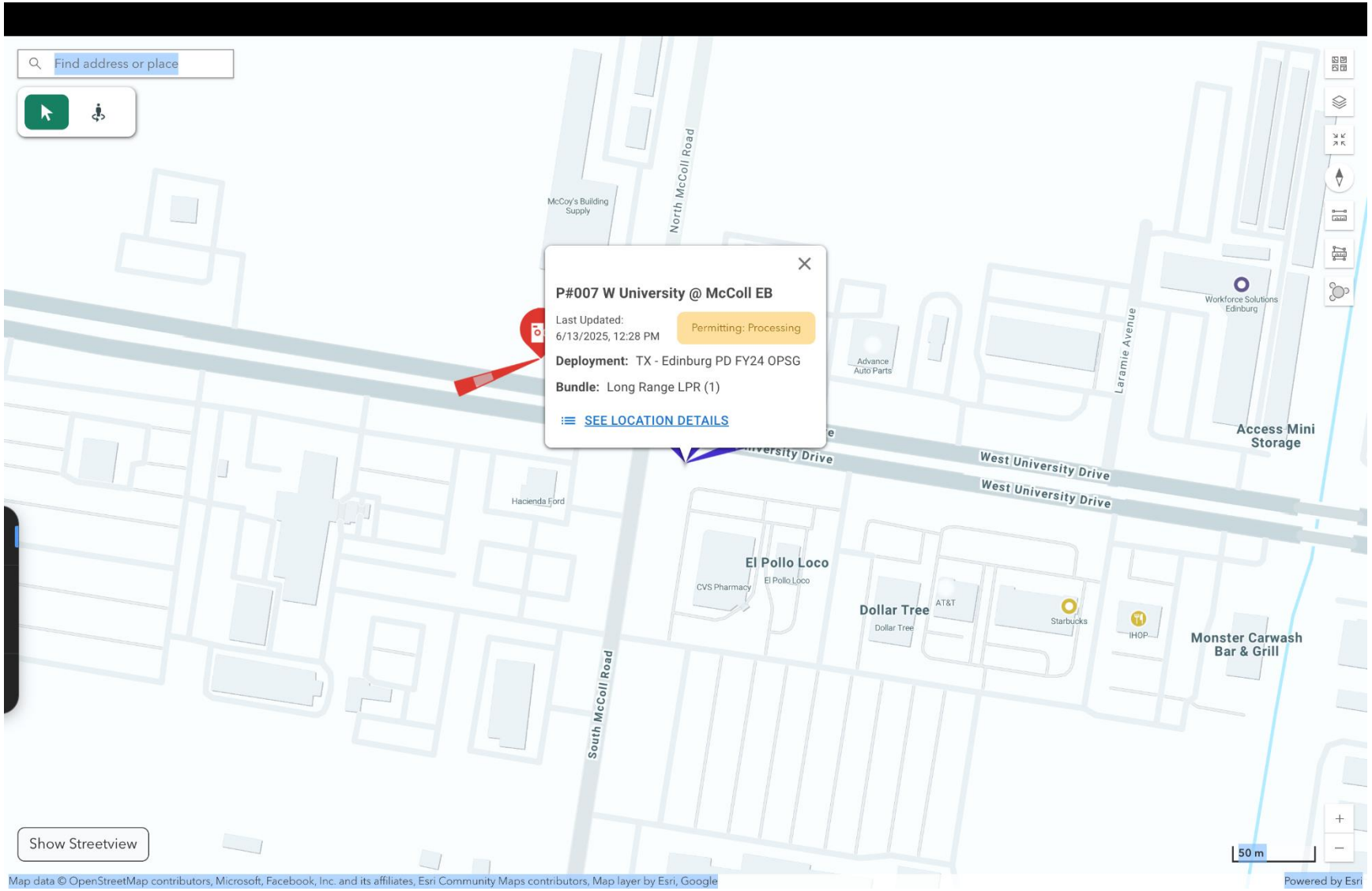




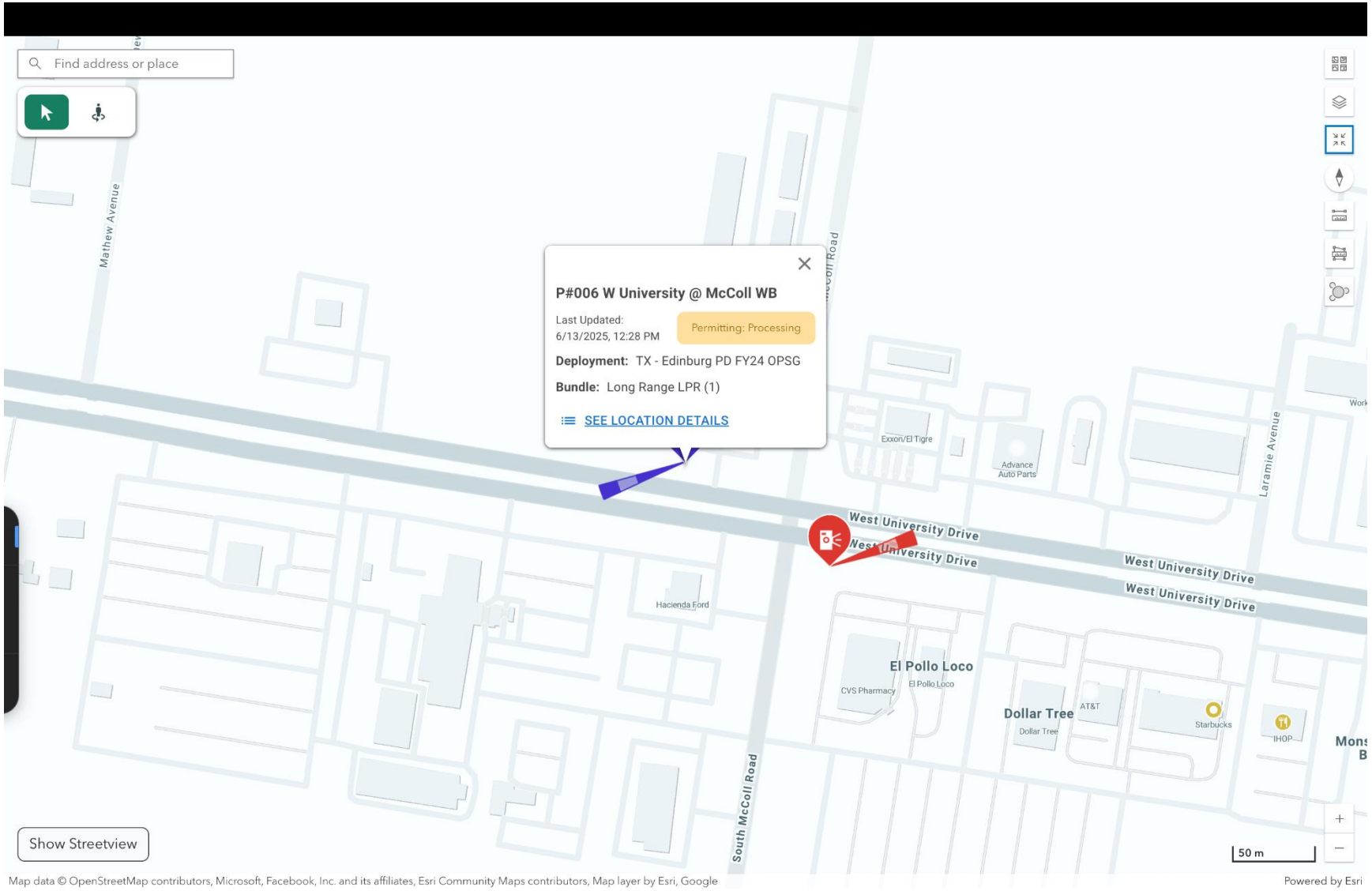
908 N M RD, EDINBURG TEXAS 78542



4309 E RICHARDSON RD, EDINBURG TEXAS 78542



2901 W UNIVERSITY DR., EDINBURG TEXAS 78539



2820 E UNIVERSITY DR., EDINBURG TEXAS 78539

SUPPLEMENTAL AGREEMENT TO MULTIPLE USE AGREEMENT ALLOWING INSTALLATION OF LPR CAMERAS WITHIN THE HIGHWAY RIGHT OF WAY

STATE OF TEXAS §

CITY OF EDINBURG §

THIS SUPPLEMENTAL AGREEMENT to the Multiple Use Agreement "Agreement", dated August 4, 2025 allowing installation of LPR cameras within the highway right of way is entered by and through the **Texas Department of Transportation**, hereinafter referred to as "**TxDOT**", and the **Edinburg Police Department**, hereinafter referred to as "**EDPD**", and sets forth the additional terms and conditions for the installation and use of License Plate Reader cameras "LPR cameras" within the highway right of way.

Edinburg Police Department agrees to the following supplemental terms and conditions:

A. VALIDATION OF LEGITIMATE LAW ENFORCEMENT PURPOSE

1. Edinburg Police Department certifies that it has completed TxDPS's verification process by providing all necessary information required for TxDPS to verify whether Edinburg Police Department has a legitimate law enforcement purpose for the use of LPR cameras within the highway right of way.
2. Edinburg Police Department further certifies that TxDPS has provided Edinburg Police Department with a validation letter verifying and approving the Edinburg Police Department's use of LPR cameras within the highway right of way as for a legitimate law enforcement purpose. The Edinburg Police Department shall provide TxDOT a copy of the validation letter, which is to be attached to this Supplemental Agreement and further attached to the Agreement.

B. DATA USAGE, SHARING, AND STORAGE

1. "TxDPS LPR System" shall be defined as a system and/or network of LPR cameras installed on the highway right of way, consisting of data captured by TxDPS LPR cameras and data captured by any participating local, state, and federal agencies, if any, that is maintained, operated, and managed by TxDPS.
2. "LPR data" shall be defined as any and all information, including but not limited to, all images, locations, dates, and times, captured by LPR cameras operated, maintained, and installed within the highway right of way by Flock Safety on Behalf of Edinburg Police Dep.. In the event Edinburg Police Department's LPR cameras are made part of TxDPS's LPR System "LPR data" shall also be defined to include all information, including but not limited to, all images, locations, dates, and times, captured by cameras installed, operated, and maintained by TxDPS, and/or other criminal justice or law enforcement agencies cooperating with the TxDPS LPR System.
3. All LPR data shall be owned, maintained, and stored by Flock Safety on Behalf of Edinburg Police Dep., or if the LPR cameras are part of the TxDPS LPR System, by TxDPS or a criminal justice or law enforcement agency cooperating with the TxDPS LPR System.

4. LPR data shall only be accessed, used, published, exchanged, or otherwise transferred by and to law enforcement or criminal justice personnel and strictly for law enforcement purposes. LPR data shall not be accessed by, used, sold, published, exchanged, or otherwise transferred to any commercial or private entity or individual for any reason. If LPR data is currently, or later discovered to be, accessible by commercial or private entities or individuals, access to such entities or individuals shall be immediately terminated. If such accessibility is not immediately terminated TxDOT may, at its sole discretion, require the immediate removal of the LPR cameras from the highway right of way and terminate the Agreement.
5. The use, sharing, and storage of LPR data shall comply with all applicable local, state, and federal laws and regulations.

C. COMPLIANCE WITH SUPPLEMENTAL TERMS

1. Edinburg Police Department shall comply with the terms and conditions of this Supplemental Agreement.
2. Edinburg Police Department shall require any vendor it employs to assist in the operation and maintenance of its LPR cameras to comply with the terms and conditions of this Supplemental Agreement, as well as all local, state, and federal laws and regulations.
3. Edinburg Police Department shall, upon request, certify compliance with the terms and conditions of this Supplemental Agreement, and provide any and all information requested by TxDOT to ensure compliance with this Supplemental Agreement at no cost to TxDOT.
4. Edinburg Police Department acknowledges and agrees that any violation of the above terms and conditions may, at the sole discretion of TxDOT, result in the termination of the Agreement, and if terminated, the removal of all LPR cameras from within the highway right of way at the expense of Edinburg Police Department.

D. RESPONSIBILITY

1. Edinburg Police Department acknowledges that TxDOT does not have access to any LPR data. Edinburg Police Department acknowledges and agrees that Edinburg Police Department is individually responsible for obligations required under the Texas Public Records Act for requests made seeking LPR data.
2. Edinburg Police Department acknowledges that it has, and agrees to assume, full responsibility regarding the installation and use of its LPR cameras on the highway right of way, including, but not limited to, any and all responsibility pertaining to the use, storage, and release of LPR data collected by the LPR cameras and/or System authorized by this agreement.

Any person executing this Supplemental Agreement in a representative capacity hereby warrants that he/she is duly authorized to do so.

IN TESTIMONY WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in duplicate. The Supplemental Agreement becomes effective when fully executed by both parties.

Texas Department of Transportation

By: _____

Title: Maintenance Division Director_____

Printed Name: _____

Date: _____

(Name of Criminal Justice or Law Enforcement Agency)

By:_____

Title: Chief of Police

Printed Name: Jaime Ayala

Date: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
CONSENT AGENDA
Agenda Item No: 11.C.
Email Encryption

1. **Agenda Item:**
Consider Authorizing the Renewal of a Three (3) Year Term of Data Encryption for Email and File Sharing, Through Carahsoft Technology Corp Through Department of Information Resources (DIR), Contract Number DIR-CPO-5687 in the Amount of $48,676.79 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Invormation 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. City staff is requesting the renewal of three-hundred (300) email encryption licenses. Email encryption services allow users to secure their emails and attachments, providing granular access control and enhanced privacy. This renewal also allows users the ability to revoke sent emails, set expiration dates, disable forwarding, and track who accesses shared data.

This renewal is for a term of thirty-six (36) months or three (3) years. The total amount for the 3 years is $48,676.79 (Year 1: $15,748.85, Year 2: $16,221.10, and Year 3: $16,706.84). Renewing for this length of time allows the City prevention of possible increases during a volatile economic environment. Estimated delivery will be realized approximately within one (1) week from the vendor receiving a Purchase Order. Funding is available within the Fiscal Year 2024-2025 Information Technology Budget under account number 100-1000-513301, Office Maintenance & Contractual - IT.

3. **Staff's Recommendation:**
Approve Authorizing the Renewal of a Three (3) Year Term of Data Encryption for Email and File Sharing, Through Carahsoft Technology Corp Through DIR Contract Number DIR-CPO-5687 in the Amount of $48,676.79 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:
Daniel Vera, Director of Information Technology
Nelda Ramirez, Assistant City Manager

Prepared by:
Almaniria Mendez, IT
Administrative Manager

Attachments:
A. Carahsoft - Virtru Corporation - 07.01.2025 - Quote 57753870 - With DIR Contract number - 3

Year - Redacted_Redacted 2

Price Quotation

[redacted]

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE 888-662-2724

[redacted]

carahsoft.

TO:	Danny Vera Director of IT City of Edinburg 415 W University Dr Edinburg, TX 78539 USA	FROM:	Kyle Detling Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL:	dvera@cityofedinburg.com	EMAIL:	Kyle.Detling@carahsoft.com
PHONE:	(956) 388-1805	PHONE:	(571) 591-6158

TERMS:
DIR Contract No. DIR-CPO-5687
Expiration Date: 5/19/27
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO:	57753870
QUOTE DATE:	07/01/2025
QUOTE EXPIRES:	07/31/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$48,676.79
TOTAL QUOTE:	$48,676.79

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1				
1	[redacted]	[redacted]Platform Subscription Standard (Annual Subscription) [redacted]- DCSS-300-PL-10000 Start Date: 09/27/2025 End Date: 09/26/2026	$4,114.85	TX DIR	1	$4,114.85
2	[redacted]	[redacted]or Email (Annual Subscription) - DCSS-300-EM-1000 Start Date: 09/27/2025 End Date: 09/26/2026	$35.69	TX DIR	300	$10,707.00
3	[redacted]	[redacted]Secure Share (Annual Subscription) - DCSS-300-FL-3000 Start Date: 09/27/2025 End Date: 09/26/2026	$46.35	TX DIR	10	$463.50
4	[redacted]	[redacted]or Google Drive (Annual Subscription) - DCSS-300-FL-4000 Start Date: 09/27/2025 End Date: 09/26/2026	$46.35	TX DIR	10	$463.50
		YEAR 1 SUBTOTAL:				$15,748.85
		YEAR 2				
5	[redacted]	[redacted]Platform Subscription Standard (Annual Subscription) [redacted]- DCSS-300-PL-10000 Start Date: 09/27/2026 End Date: 09/26/2027	$4,238.30	TX DIR	1	$4,238.30
6	[redacted]	[redacted]or Email (Annual Subscription) - DCSS-300-EM-1000 Start Date: 09/27/2026 End Date: 09/26/2027	$36.76	TX DIR	300	$11,028.00
7	[redacted]	[redacted]Secure Share (Annual Subscription) - DCSS-300-FL-3000 Start Date: 09/27/2026 End Date: 09/26/2027	$47.74	TX DIR	10	$477.40

Price Quotation

[redacted]

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE 888-662-2724

[redacted]

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
8	[redacted]	[redacted]or Google Drive (Annual Subscription) [redacted] DCSS-300-FL-4000 Start Date: 09/27/2026 End Date: 09/26/2027	$47.74	TX DIR	10	$477.40
		YEAR 2 SUBTOTAL:				$16,221.10
		YEAR 3				
9	[redacted]	[redacted]Platform Subscription Standard (Annual Subscription) [redacted] DCSS-300-PL-10000 Start Date: 09/27/2027 End Date: 09/26/2028	$4,365.44	TX DIR	1	$4,365.44
10	[redacted]	[redacted]or Email (Annual Subscription) [redacted] DCSS-300-EM-1000 Start Date: 09/27/2027 End Date: 09/26/2028	$37.86	TX DIR	300	$11,358.00
11	[redacted]	[redacted]Secure Share (Annual Subscription) [redacted] DCSS-300-FL-3000 Start Date: 09/27/2027 End Date: 09/26/2028	$49.17	TX DIR	10	$491.70
12	[redacted]	[redacted]or Google Drive (Annual Subscription) [redacted] DCSS-300-FL-4000 Start Date: 09/27/2027 End Date: 09/26/2028	$49.17	TX DIR	10	$491.70
		YEAR 3 SUBTOTAL:				$16,706.84
		SUBTOTAL:				$48,676.79
		TOTAL PRICE:				$48,676.79
		TOTAL QUOTE:				$48,676.79

[redacted]nd User Terms and Conditions
https://www.carahsoft.com/vendors/[redacted]

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
CONSENT AGENDA
Agenda Item No: 11.D.
Adobe Renewal

1. **Agenda Item:**
Consider Approving the renewal of Adobe Product licenses from SHI GS through Department of Information Resources (DIR), Contract No. DIR-CPO-5237, in the amount of $50,502.89 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

2. **Description:**
Adobe software is widely used across city departments for a variety of functions, including creating official documents, designing marketing materials, managing PDFs, and enhancing communication efforts. Renewing these licenses is crucial for maintaining the workflow and productivity of city employees, ensuring that they have uninterrupted access to essential tools for efficient document creation, editing, and management.

This renewal will support the ongoing operations of departments such as Communications, Planning, Human Resources, and others, ultimately contributing to the overall efficiency and quality of city services.

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), MNIA 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. This renewal falls within Texas Department of Information Resources (DIR) Contract No. DIR-CPO-5237.

Funding is available within the Fiscal Year 2024-2025 Information Technology Budget under account number 100-1000-513301, Office Maintenance & Contractual - IT.

3. **Staff's Recommendation:**
Approve the renewal of Adobe Product licenses from SHI GS through Department of Information Resources (DIR), Contract No. DIR-CPO-5237, in the amount of $50,502.89 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:
Daniel Vera, Director of Information Technology

Prepared by:
Almaniria Mendez, IT Administrative Manager

Attachments:
A. CDWG - PNBZ518
B. SHI Quote-26446048

QUOTE CONFIRMATION

DANNY VERA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PNBZ518	7/23/2025	ADOBE RENEWAL 2025 + 1 CC NEW	2599475	$51,286.21

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Adobe Acrobat Pro for enterprise - Subscription Renewal - 1 user Mfg. Part#: 65324170BC09A12 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	293	7245814	$99.89	$29,267.77
ADO CC ALL APPS 4 F ENT RNW LGA L9 Mfg. Part#: 65310105BC09F12 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	21	8418525	$945.72	$19,860.12
Adobe Photoshop Pro for enterprise - Subscription Renewal - 1 user Mfg. Part#: 65308637BC09E12 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	3	8007623	$404.20	$1,212.60
ADO CC ALL APP 4 F ENT LGA L9 Mfg. Part#: 65310110BC09F12 Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription New, Monthly, 1 User Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	1	8423228	$945.72	$945.72

SUBTOTAL $51,286.21

SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$51,286.21**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF EDINBURG ACCTS PAYABLE PO BOX 1079 EDINBURG, TX 78540-1079 **Phone:** (956) 383-5661 **Payment Terms:** NET 30-VERBAL	**Shipping Address:** CITY OF EDINBURG DANNY VERA - INFORMATION TECHNOLOGY 415 W UNIVERSITY DR EDINBURG, TX 78539-4353 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Ashley Leal | (866) 723-3281 | ashley.leal@cdwg.com

Need Help?

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About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Pricing Proposal
Quotation #: 26446048
Created On: 7/23/2025
Valid Until: 7/31/2025

TX-City of Edinburg

Danny Vera
PO BOX 1079
ATTN: ACCOUNTS PAYABLE
Edinburg, Texas 78539
United States
Phone: 956-388-8204
Fax:
Email: dvera@cityofedinburg.com

Pubsec inside account executive

Marco Martinez
300 davidson ave.
Somerset
nj
Phone: 7325071364
Fax:
Email: marco_martinez@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Adobe Acrobat Pro for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 9 Adobe - Part#: 65324170BC09A12 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 8/14/2025 – 8/13/2026	293	$97.25	$28,494.25
2	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 9 Adobe - Part#: 65310105BC09F12 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 8/14/2025 – 8/13/2026	22	$946.75	$20,828.50
3	Adobe Photoshop - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 9 Adobe - Part#: 65308637BC09E12 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 8/14/2025 – 8/13/2026	3	$393.38	$1,180.14

Subtotal	$50,502.89
Shipping	$0.00
Total	$50,502.89

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
CONSENT AGENDA
Agenda Item No: 11.E.
Amendment No. 1 Construction Material Testing Services - WWTP

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Amendment Number One (1) to the Agreement Between the City of Edinburg and Millennium Engineers Group, Inc. for Professional Engineering Services to Increase the Contract Amount by $36,520.84 for the Phase 1 Upgrades to the Existing Wastewater Treatment Plant Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
On June 18, 2024, Millennium Engineers Group, Inc. was awarded the Professional Engineering Services: Construction Material Testing Services contract for RFQ No. 2024-2, Phase 1 Upgrades to Existing Wastewater Treatment Plant. The scope of the work included materials observation and testing services for a total contract amount of $116,611.59.

In order to complete the project with the proper materials testing, additional testing in the amount of $36,520.84 will be needed. Should the additional testing be approved, the total contract amount will be $153,132.43.

Funding is available within the Utility Fund.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to enter into Amendment Number One (1) to the Agreement Between the City of Edinburg and Millennium Engineers Group, Inc. for Professional Engineering Services to increase the Contract Amount by $37,000.00 for the Phase 1 Upgrades to the Existing Wastewater Treatment Plant Project and Execute Any Documents Related Thereto.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Amendment No. One - MEG Engineers

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AMENDMENT NUMBER ONE (1) TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC TO PROVIDE CONSTRUCTION MATERIAL TESTING SERVICES – PHASE 1 UPGRADES TO EXISTING WASTEWATER TREATMENT PROJECT

This Amendment Number One (1) to the Agreement is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and **Millennium Engineers Group, Inc.,** (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **June 18, 2024** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with Millennium Group, Inc., for Construction Material Testing Services pursuant to RFQ 2024-2, for the Wastewater System Improvements (hereinafter referred to as the Agreement), more specifically described in "Exhibit B"; and

WHEREAS, the City of Edinburg has identified an additional professional service of the architectural services of the Wastewater Systems Improvements to add additional construction material testing services; and

WHEREAS, City and Consultant desire to amend said Original Agreement to provide for additional professional services for construction material testing service for phase 1 upgrades to existing Wastewater Treatment Project; and

NOW, THEREFORE, City and Consultant agree to amend said Agreement to increase the Professional Engineer Service – Construction Material Testing for the Phase 1 Upgrades to Existing Wastewater Treatment Project at the amount not to exceed as set out in Exhibit "A" attached hereto.

If any of the terms of this Amendment Number One (1) to the Agreement, including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Amendment Number One (1) to the Agreement is signed below by the duly authorized representative of the parties,

EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:
City Attorney's Office

BY: _____
Josephine Ramirez-Solis
City Attorney

MILLENNIUM ENGINEERS, GROUP, INC

BY:_____
Andres Palma, P.E.
President
5804 N Gumwood
Pharr, Texas 78577
Phone: 956-702-8500
Email: apalma@megengineers.com

Attachments: Exhibit "A" Amendment No. 1 Proposal
Exhibit "B" Master Agreement

EXHIBIT "A" – AMENDMENT NO. ONE

AGREEMENT
BETWEEN CITY OF EDINBURG AND
MILLENNIUM ENGINEERS GROUP, INC.

August 14, 2025

Gerardo Carmona Jr., P.E.
Director of Utilities, Utilities Department
The City of Edinburg
1201 N Doolittle, Edinburg TX 78542
(956) 388-8212
gcarmona@cityofedinburg.com

Subject: **Construction Materials Testing Services**
Edinburg WWTP Phase I Project
1202 North M. Road in Edinburg, Hidalgo County, Texas
MEG Proposal No. 01-24-224MR1-Additional and Remaining Testing R2

Dear Mr. Carmona,

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Construction Materials Testing as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The total cost for additional services and remaining services on this project is **$36,520.84**

The estimate provided is preliminary in nature and is based on our understanding of the project information provided to us. The cost is estimated without an understanding of the general contractor's construction schedule, construction sequence, scheduling, and changes in weather. Since it is difficult to provide an overall cost estimate for testing as indicated, we have provided a schedule of fees based upon the hourly and unit prices for our services. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the construction phase of this project. If there is any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested. Please complete the attached Project Information Sheet in order for us to timely setup the project, prepare testing reports, and process monthly invoices.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPELS Firm No. F-3913



Andres Palma, P.E.
President

PROJECT INFORMATION

We understand that the proposed plans are to construct the Edinburg WWTP Phase I Project located at 1202 North M. Road in Edinburg, Hidalgo County, Texas. **Our understanding is that our services will be needed for subgrade, concrete testing and masonry grout testing.** Our involvement in the project is anticipated to include providing field and/or laboratory construction materials observation and testing during the duration of the project.

SCOPE OF SERVICES

MEG will provide materials observation and testing services that are in general accordance with the project plans and specifications. The quantity of services required for construction materials testing during the construction phase of the project will be affected by the general contractors' scheduling, sequencing, progress, and performance. Therefore, our fee for construction material testing services will be based on the provided unit and hourly rates. MEG's anticipated scope of services is as follows:

- ☒ Laboratory evaluation of Soils
- ☒ Field density and moisture evaluation of Soils
- ☒ Field observations and testing of Concrete
- ☒ Field Observations of Cementitious Grout and/or Mortar
- ☐ Field observation of Steel Construction, including Bolting, Welding and Metal Decking
- ☐ Field observation and laboratory evaluation of Asphaltic Concrete Pavement used during Pavement Construction

Experienced inspectors and laboratory personnel will be provided for construction material testing services. All services will be performed under the direction of a Registered Professional Engineer in the State of Texas. Field testing and laboratory reports will be processed on an on-call basis by personnel that have been authorized to schedule testing and observation by our CLIENT. All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the Project Information Sheet. An original copy of the report will be sent on a monthly basis along with the project invoice.

PROJECT ESTIMATE

The fees presented in this proposal and outlined in the Unit Rate Sheet section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the Provisions section of this proposal. The estimated fee for providing the above services on the project is as follows:

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours' notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.5 times the applicable unit rate.
- Minimum three (3) hour charge for engineering technician per trip. Minimum three (3) density tests per trip.
- Upon request for services by owner, representative of owner, and/or construction team, MEG will assume that our proposal is authorized and will proceed with services, to not delay project. If these terms are not agreeable, please provide MEG written documentation prior to the request for services.
- When invoices need to be delivered to a third party for review, the client shall notify MEG of this request, prior to the request for services. If this is not disclosed before the request for services, MEG shall charge administrative time to prepare, send, and deliver to the third party.
- Unless otherwise notified, MEG assumes that the owner will be responsible for all of the project's invoices. If retests and/or cancellations are to be billed to another party, the owner shall notify MEG before the request for services. An administrative fee will incur with the separation of invoices.
- Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law.

SCHEDULE

We request that our office be contacted at 956/702-8501 at least 24 hours prior to the time our services are needed to allow for scheduling. Calls for scheduling services will need to be made by 5pm of the previous day when service requests are needed. Cancellation of service requests will need to be made at least 2 hours before the scheduled service request time. Cancellation of services that are scheduled to be performed before 8am (early morning) will need to be made prior to 5pm of the previous day. Our services will be performed as directed by the CLIENT, at the rates presented herein.

The contractor is responsible for performing the work in accordance with the plans and specifications. Our testing & observations of the work does not relieve the contractor of their responsibility to perform the work properly and in accordance with industry standards. Prior to the start of construction and our services, we do request one (1) set of approved project plans and specifications with addendums when applicable. We also request the contact information of the general contractor so cancellations, re-testing, or additional testing when required because of the contractor can be billed to the contractor. The project information form and invoicing instructions form will need to be submitted to our office within 5 days of the authorization date. Failure to do so will require MEG to furnish additional administrate support for this project and will be subject to additional administrative charges as required. In addition, an on-site pre-construction meeting with all involved parties is highly recommended to our CLIENT to clearly specify the expectations, scope, and responsibilities of all involved parties.

GENERAL COMMENTS

This proposal may be executed by signing the Authorization for Professional Services and returning a copy to MEG. Project initiation and set up may be expedited by emailing or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180. The terms, conditions, and limitations stated in the Provisions section and section of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date. Please contact our office if you have any questions or comments about the proposal that has been prepared for your project.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

Client: **The City of Edinburg**

Signature: _____

Name/Title: _____

Date: _____

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Name/Title: Andres Palma, P.E./ Manager

Date: 08/15/2025

Please address invoices to:	**Please address deliverables and notices to:** **Same as invoices: Yes / No, address to:**
ATTN:	**ATTN:**

All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the attached **Project Information Sheet.** The Authorization for Professional Services does not relieve the signatory party of their responsibility to pay invoices as stated due upon receipt. The authorization of this form does not relieve the signatory party of their responsibility to pay MEG and proceed with their payment to MEG with no obligations, commitments, payment and/or review by another responsible party. It is the responsibility of the CLIENT to discuss these terms with MEG prior to the execution of this proposal. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180.

Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

PLEASE SIGN AND RETURN THIS SHEET FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.

2. **TECHNICIAN SERVICES**
MEG will charge overtime at the rate of 1.5 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, portal to portal. Fractions of hours will be billed as whole hours.

3. **PROJECT MANAGEMENT**
Project management will be billed for coordination and management of project and personnel.

4. **SCOPE OF SERVICES**
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequentially issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.

5. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.

6. **COST ESTIMATES**
Any cost estimate provided by MEG will be on a basis of experience and judgment, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MEG cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.

7. **PROFESSIONAL STANDARDS**
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.

8. **TERMINATION**
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

9. **LEGAL EXPENSES**
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**
Monthly invoices will be issued by **MEG** for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

11. **LIMITATION OF LIABLITY**
MEG's total cumulative liability to the CLIENT of MEG, it's subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.

12. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.

13. **SALES TAX**
In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

14. TERMINATION FOR NON-PAYMENT OF FEES

MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

15. INDEMNIFICATION

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

16. DELAYS AND FORCE MAJEURE

If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

17. DATA AND INFORMATION

CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

18. INTELLECTUAL PROPERTY

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

19. INFORMATION MANAGEMENT

CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

20. ON-SITE RESPONSIBILITIES AND RISKS

Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

21. CONSTRUCTION OBSERVATION AND TESTING

MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

EXHIBIT “B” – JOB TASK ORDER ONE

AGREEMENT
BETWEEN CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC.

STATE OF TEXAS	§	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM GROUP, INC TO PROVIDE CONSTRUCTION MATERIAL TESTING SERVICES – PHASE 1 UPGRADES TO EXISTING WASTEWATER TREATMENT PROJECT**
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Selected Engineering Consultant(s). (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for On-Call Professional Engineering Services, the Consultant shall provide services as defined, scheduled, and authorized. Services may include, but not be limited to Engineering Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional geotechnical engineering services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall

in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall

without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a Notice to Proceed issued to Consultant at the time Services are requested. City shall pay Consultant for services rendered pursuant to the unit price provided in Exhibit A.

B. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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 Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. 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.

J. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter for a period of two (2) years or until the project is declared complete in writing by the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any 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 for injury to or death to any person or for damage to any property arising out of or directly connected with the

negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Notice to Proceed which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the

Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

Millennium Engineers Group, Inc
5804 N Gumwood
Pharr, Texas 78577
Attn.: Raul Palma

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after

depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Notices to Proceed, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 4th day of June, 2024.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____

Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____

Omar Ochoa
City Attorney

MILLENNIUM ENGINEERS GROUP, INC

BY:_____

Andres Palma , P.E.
President
5804 N. Gumwood
Pharr, Texas 78577
Phone: (956) 702-8500
Email: apalma@megengineers.com

Attachments: **Exhibit "A" Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" AGREEMENT BETWEEN THE CITY OF EDINBURG AND SELECTED ENGINEERING CONSULTANT(S) FOR ENGINEERING SERVICES

June 7, 2024

Gerardo Carmona Jr., P.E.
Director of Utilities, Utilities Department
The City of Edinburg
1201 N Doolittle, Edinburg TX 78542
(956) 388-8212
gcarmona@cityofedinburg.com

Subject: **Construction Materials Testing Services**
Edinburg WWTP Phase I Project
1202 North M. Road in Edinburg, Hidalgo County, Texas
MEG Proposal No. 01-24-224MR1

Dear Mr. Carmona,

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Construction Materials Testing as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The estimated cost for services on this project is **$116,611.59.**

The estimate provided is preliminary in nature and is based on our understanding of the project information provided to us. The cost is estimated without an understanding of the general contractor's construction schedule, construction sequence, scheduling, and changes in weather. Since it is difficult to provide an overall cost estimate for testing as indicated, we have provided a schedule of fees based upon the hourly and unit prices for our services. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the construction phase of this project. If there is any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested. Please complete the attached Project Information Sheet in order for us to timely setup the project, prepare testing reports, and process monthly invoices.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPELS Firm No. F-3913

Andres Palma, P.E.
Materials Testing Manager

PROJECT INFORMATION

We understand that the proposed plans are to construct the Edinburg WWTP Phase I Project located at 1202 North M. Road in Edinburg, Hidalgo County, Texas. **Our understanding is that our services will be needed for subgrade, flexible base, concrete testing and asphaltic concrete pavement inspection.** Our involvement in the project is anticipated to include providing field and/or laboratory construction materials observation and testing during the duration of the project.

SCOPE OF SERVICES

MEG will provide materials observation and testing services that are in general accordance with the project plans and specifications. The quantity of services required for construction materials testing during the construction phase of the project will be affected by the general contractors' scheduling, sequencing, progress, and performance. Therefore, our fee for construction material testing services will be based on the provided unit and hourly rates. MEG's anticipated scope of services is as follows:

- ☒ Laboratory evaluation of Soils
- ☒ Field density and moisture evaluation of Soils
- ☒ Field observations and testing of Concrete
- ☒ Field Observations of Reinforcing Steel
- ☐ Field observation of Steel Construction, including Bolting, Welding and Metal Decking
- ☒ Field observation and laboratory evaluation of Asphaltic Concrete Pavement used during Pavement Construction

Experienced inspectors and laboratory personnel will be provided for construction material testing services. All services will be performed under the direction of a Registered Professional Engineer in the State of Texas. Field testing and laboratory reports will be processed on an on-call basis by personnel that have been authorized to schedule testing and observation by our CLIENT. All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the Project Information Sheet. An original copy of the report will be sent on a monthly basis along with the project invoice.

PROJECT ESTIMATE

The fees presented in this proposal and outlined in the Unit Rate Sheet section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the Provisions section of this proposal. The estimated fee for providing the above services on the project is as follows:

Structures (Carrousel, Clarifier, sludge unit and utility trench)

☒SOILS (43 trips for subgrade, select fill for structures/foundation and utility trench backfill - 5' fill)

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	8	115.47	$923.76
Percent Passing No. 200 Sieve (each)	6	62.43	$374.58
Standard Proctor (each)	6	257.27	$1,543.62
pH test (each)	6	74.16	$444.96
Sulfate test (each)	6	98.98	$593.88
Nuclear density tests (each)	225	26.72	$6,012.00
Field testing & observation (hourly)	236	80.40	$18,974.40
Vehicle trips (each)	43	48.00	$2,064.00
Sub-Total (Soils)			**$30,931.20**

☒CONCRETE (41 concrete pours for structures/foundation and walls) (1 set of 5 cylinders/50 CY)

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	41	32.9	$1,348.90
Compressive Strength Tests (each)	205	19.41	$3,979.05
Concrete Inspection & Testing Technician (hourly)	328	84.00	$27,552.00
Vehicle trip charge (each)	82	48.00	$3,936.00
Sub-Total (Concrete)			**$36,815.95**

☒REINFORCING STEEL INSPECTIONS (1 trip for reinforcing steel inspections)

Task	Qty.	Unit Rate	Estimated Cost
Reinforcing Steel Inspection (per hour)	6	88.80	$532.80
Vehicle trip charge (each)	1	48.00	$48.00
Sub-Total (Reinforcing Steel)			**$580.80**

☒PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	63.0	126.00	$7,938.00
Project Engineer (hourly)	63.0	168.00	$10,584.00
Report Prep. & Administration	1	8685.00	$8,685.00
Sub-Total (Mgmt. & Admin.)			**$27,207.00**

Total Estimated Cost **$95,534.95**

Paving

☒SOILS (8 trips for subgrade, flexible base for paving)

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	4	115.47	$461.88
Percent Passing No. 200 Sieve (each)	2	62.43	$124.86
Standard Proctor (each)	2	257.27	$514.54
Wet Ball	1	276.63	$276.63
Gradation	1	79.99	$79.99
pH test (each)	2	74.16	$148.32
Sulfate test (each)	2	98.98	$197.96
Nuclear density tests (each)	25	26.72	$668.00
Field testing & observation (hourly)	42	80.40	$3,376.80
Vehicle trips (each)	8	48.00	$384.00
Sub-Total (Soils)			**$6,232.98**

☒CONCRETE (6 concrete pours at pavement, sidewalk & curb) (1 set of 5 cylinders/50 CY)

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	6	32.9	$197.40
Compressive Strength Tests (each)	30	19.41	$582.30
Concrete Inspection & Testing Technician (hourly)	48	84.00	$4,032.00
Vehicle trip charge (each)	12	48.00	$576.00
Sub-Total (Concrete)			**$5,387.70**

☒REINFORCING STEEL INSPECTIONS (1 trip for reinforcing steel inspections)

Task	Qty.	Unit Rate	Estimated Cost
Reinforcing Steel Inspection (per hour)	6	88.80	$532.80
Vehicle trip charge (each)	1	48.00	$48.00
Sub-Total (Reinforcing Steel)			**$580.80**

☒ASPHALT (2 trips for asphalt coring and densities at pavement)

Task	Qty.	Unit Rate	Estimated Cost
Coring Rig (Each)	1	133.00	$133.00
Extraction of Bituminous Mixture, Percent Asphalt & Gradation (each test)	1	240.06	$240.06
Theoretical Density	1	101.63	$101.63
Lab Density	1	89.08	$89.08
Asphalt Cores (Each)	6	84.00	$504.00
Asphalt Core Density (each)	6	81.67	$490.02
Nuclear Density test (each)	6	26.72	$160.32
Asphalt testing & observation (Hourly)	21	84.00	$1,764.00
Vehicle trips (Each)	2	48.00	$96.00
Sub-Total (Asphalt)			**$3,578.11**

☒PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	11.5	126.00	$1,449.00
Project Engineer (hourly)	11.5	168.00	$1,932.00
Report Prep. & Administration	1	1916.06	$1,916.06
Sub-Total (Mgmt. & Admin.)			**$5,297.06**

Total Estimated Cost **$21,076.65**

Total Estimated Project Cost **$116,611.59**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours' notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.5 times the applicable unit rate.
- Minimum three (3) hour charge for engineering technician per trip. Minimum three (3) density tests per trip.
- Upon request for services by owner, representative of owner, and/or construction team, MEG will assume that our proposal is authorized and will proceed with services, to not delay project. If these terms are not agreeable, please provide MEG written documentation prior to the request for services.
- When invoices need to be delivered to a third party for review, the client shall notify MEG of this request, prior to the request for services. If this is not disclosed before the request for services, MEG shall charge administrative time to prepare, send, and deliver to the third party.
- Unless otherwise notified, MEG assumes that the owner will be responsible for all of the project's invoices. If retests and/or cancellations are to be billed to another party, the owner shall notify MEG before the request for services. An administrative fee will incur with the separation of invoices.
- Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law.

SCHEDULE

We request that our office be contacted at 956/702-8501 at least 24 hours prior to the time our services are needed to allow for scheduling. Calls for scheduling services will need to be made by 5pm of the previous day when service requests are needed. Cancellation of service requests will need to be made at least 2 hours before the scheduled service request time. Cancellation of services that are scheduled to be performed before 8am (early morning) will need to be made prior to 5pm of the previous day. Our services will be performed as directed by the CLIENT, at the rates presented herein.

The contractor is responsible for performing the work in accordance with the plans and specifications. Our testing & observations of the work does not relieve the contractor of their responsibility to perform the work properly and in accordance with industry standards. Prior to the start of construction and our services, we do request one (1) set of approved project plans and specifications with addendums when applicable. We also request the contact information of the general contractor so cancellations, re-testing, or additional testing when required because of the contractor can be billed to the contractor. The project information form and invoicing instructions form will need to be submitted to our office within 5 days of the authorization date. Failure to do so will require MEG to furnish additional administrate support for this project and will be subject to additional administrative charges as required. In addition, an on-site pre-construction meeting with all involved parties is highly recommended to our CLIENT to clearly specify the expectations, scope, and responsibilities of all involved parties.

GENERAL COMMENTS

This proposal may be executed by signing the Authorization for Professional Services and returning a copy to MEG. Project initiation and set up may be expedited by emailing or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180. The terms, conditions, and limitations stated in the Provisions section and section of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date. Please contact our office if you have any questions or comments about the proposal that has been prepared for your project.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

Construction Materials Testing Services
MEG Proposal No.: 01-24-224MR1
June 7, 2024

AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

Client: **The City of Edinburg**

Signature: _____

Name/Title: _____

Date: _____

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Name/Title: Andres Palma, P.E./ Manager

Date: 06/07/2024

Please address invoices to:	**Please address deliverables and notices to:** **Same as invoices: Yes / No, address to:**
ATTN:	**ATTN:**

All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the attached **Project Information Sheet.** The Authorization for Professional Services does not relieve the signatory party of their responsibility to pay invoices as stated due upon receipt. The authorization of this form does not relieve the signatory party of their responsibility to pay MEG and proceed with their payment to MEG with no obligations, commitments, payment and/or review by another responsible party. It is the responsibility of the CLIENT to discuss these terms with MEG prior to the execution of this proposal. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180.

Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

PLEASE SIGN AND RETURN THIS SHEET FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.

2. **TECHNICIAN SERVICES**
MEG will charge overtime at the rate of 1.5 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, portal to portal. Fractions of hours will be billed as whole hours.

3. **PROJECT MANAGEMENT**
Project management will be billed for coordination and management of project and personnel.

4. **SCOPE OF SERVICES**
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequentially issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.

5. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.

6. **COST ESTIMATES**
Any cost estimate provided by MEG will be on a basis of experience and judgment, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MEG cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.

7. **PROFESSIONAL STANDARDS**
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.

8. **TERMINATION**
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

9. **LEGAL EXPENSES**
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**
Monthly invoices will be issued by MEG for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

11. **LIMITATION OF LIABLITY**
MEG's total cumulative liability to the CLIENT of MEG, it's subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.

12. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.

13. **SALES TAX**
In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

14. **TERMINATION FOR NON-PAYMENT OF FEES**
MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

15. **INDEMNIFICATION**
The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

16. **DELAYS AND FORCE MAJEURE**
If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

17. **DATA AND INFORMATION**
CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

18. **INTELLECTUAL PROPERTY**
MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

19. **INFORMATION MANAGEMENT**
CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

20. **ON-SITE RESPONSIBILITIES AND RISKS**
Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

21. **CONSTRUCTION OBSERVATION AND TESTING**
MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

EXHIBIT "B" AGREEMENT BETWEEN THE CITY OF EDINBURG AND SELECTED ENGINEERING CONSULTANT(S) FOR ENGINEERING SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kevin M. Esler	
Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
	E-MAIL ADDRESS: certs@fenner-esler.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Millennium Engineers Group, Inc.
PO Box 4569
Edinburg TX 78540

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6011181339	11/22/2023	11/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	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) [ ]	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6011181387	11/22/2023	11/22/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional & Pollution Incident Liability - Retro Date: Full Prior Acts			MCH288364872	12/12/2023	12/12/2024	Per Claim Limit Aggregate Limit Deductible per claim	$5,000,000 $5,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - City of Edinburg as respects general liability where required by written contract.

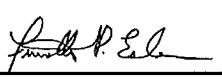
CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kevin M. Esler	
Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
	E-MAIL ADDRESS: certs@fenner-esler.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
INSURED Millennium Engineers Group, Inc. PO Box 4569 Edinburg TX 78540	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **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.

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A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6011181339	11/22/2023	11/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	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) [ ]	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6011181387	11/22/2023	11/22/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional & Pollution Incident Liability - Retro Date: Full Prior Acts			MCH288364872	12/12/2023	12/12/2024	Per Claim Limit Aggregate Limit Deductible per claim	$5,000,000 $5,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - City of Edinburg as respects general liability where required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539

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AUTHORIZED REPRESENTATIVE

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CITY OF EDINBURG:

BY:_____
Myra L/ Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

MILLENNIUM ENGINEERS GROUP, INC

BY:_____
Raul Palma
President/ Chief Geotechnical Engineer
5804 N. Gumwood
Pharr, Texas 78577
Phone: (956) 702-8500
Email: rpalma@megengineers.com

Attachments: **Exhibit "A" Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" AGREEMENT BETWEEN THE CITY OF EDINBURG AND SELECTED ENGINEERING CONSULTANT(S) FOR ENGINEERING SERVICES

June 7, 2024

Gerardo Carmona Jr., P.E.
Director of Utilities, Utilities Department
The City of Edinburg
1201 N Doolittle, Edinburg TX 78542
(956) 388-8212
gcarmona@cityofedinburg.com

Subject: **Construction Materials Testing Services**
Edinburg WWTP Phase I Project
1202 North M. Road in Edinburg, Hidalgo County, Texas
MEG Proposal No. 01-24-224MR1

Dear Mr. Carmona,

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Construction Materials Testing as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The estimated cost for services on this project is **$116,611.59.**

The estimate provided is preliminary in nature and is based on our understanding of the project information provided to us. The cost is estimated without an understanding of the general contractor's construction schedule, construction sequence, scheduling, and changes in weather. Since it is difficult to provide an overall cost estimate for testing as indicated, we have provided a schedule of fees based upon the hourly and unit prices for our services. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the construction phase of this project. If there is any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested. Please complete the attached Project Information Sheet in order for us to timely setup the project, prepare testing reports, and process monthly invoices.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPELS Firm No. F-3913

Andres Palma, P.E.
Materials Testing Manager

PROJECT INFORMATION

We understand that the proposed plans are to construct the Edinburg WWTP Phase I Project located at 1202 North M. Road in Edinburg, Hidalgo County, Texas. **Our understanding is that our services will be needed for subgrade, flexible base, concrete testing and asphaltic concrete pavement inspection.** Our involvement in the project is anticipated to include providing field and/or laboratory construction materials observation and testing during the duration of the project.

SCOPE OF SERVICES

MEG will provide materials observation and testing services that are in general accordance with the project plans and specifications. The quantity of services required for construction materials testing during the construction phase of the project will be affected by the general contractors' scheduling, sequencing, progress, and performance. Therefore, our fee for construction material testing services will be based on the provided unit and hourly rates. MEG's anticipated scope of services is as follows:

- ☒ Laboratory evaluation of Soils
- ☒ Field density and moisture evaluation of Soils
- ☒ Field observations and testing of Concrete
- ☒ Field Observations of Reinforcing Steel
- ☐ Field observation of Steel Construction, including Bolting, Welding and Metal Decking
- ☒ Field observation and laboratory evaluation of Asphaltic Concrete Pavement used during Pavement Construction

Experienced inspectors and laboratory personnel will be provided for construction material testing services. All services will be performed under the direction of a Registered Professional Engineer in the State of Texas. Field testing and laboratory reports will be processed on an on-call basis by personnel that have been authorized to schedule testing and observation by our CLIENT. All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the Project Information Sheet. An original copy of the report will be sent on a monthly basis along with the project invoice.

PROJECT ESTIMATE

The fees presented in this proposal and outlined in the Unit Rate Sheet section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the Provisions section of this proposal. The estimated fee for providing the above services on the project is as follows:

Structures (Carrousel, Clarifier, sludge unit and utility trench)

☒SOILS (43 trips for subgrade, select fill for structures/foundation and utility trench backfill - 5' fill)

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	8	115.47	$923.76
Percent Passing No. 200 Sieve (each)	6	62.43	$374.58
Standard Proctor (each)	6	257.27	$1,543.62
pH test (each)	6	74.16	$444.96
Sulfate test (each)	6	98.98	$593.88
Nuclear density tests (each)	225	26.72	$6,012.00
Field testing & observation (hourly)	236	80.40	$18,974.40
Vehicle trips (each)	43	48.00	$2,064.00
Sub-Total (Soils)			**$30,931.20**

☒CONCRETE (41 concrete pours for structures/foundation and walls) (1 set of 5 cylinders/50 CY)

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	41	32.9	$1,348.90
Compressive Strength Tests (each)	205	19.41	$3,979.05
Concrete Inspection & Testing Technician (hourly)	328	84.00	$27,552.00
Vehicle trip charge (each)	82	48.00	$3,936.00
Sub-Total (Concrete)			**$36,815.95**

☒REINFORCING STEEL INSPECTIONS (1 trip for reinforcing steel inspections)

Task	Qty.	Unit Rate	Estimated Cost
Reinforcing Steel Inspection (per hour)	6	88.80	$532.80
Vehicle trip charge (each)	1	48.00	$48.00
Sub-Total (Reinforcing Steel)			**$580.80**

☒PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	63.0	126.00	$7,938.00
Project Engineer (hourly)	63.0	168.00	$10,584.00
Report Prep. & Administration	1	8685.00	$8,685.00
Sub-Total (Mgmt. & Admin.)			**$27,207.00**

Total Estimated Cost **$95,534.95**

Paving

☒SOILS (8 trips for subgrade, flexible base for paving)

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	4	115.47	$461.88
Percent Passing No. 200 Sieve (each)	2	62.43	$124.86
Standard Proctor (each)	2	257.27	$514.54
Wet Ball	1	276.63	$276.63
Gradation	1	79.99	$79.99
pH test (each)	2	74.16	$148.32
Sulfate test (each)	2	98.98	$197.96
Nuclear density tests (each)	25	26.72	$668.00
Field testing & observation (hourly)	42	80.40	$3,376.80
Vehicle trips (each)	8	48.00	$384.00
Sub-Total (Soils)			**$6,232.98**

☒CONCRETE (6 concrete pours at pavement, sidewalk & curb) (1 set of 5 cylinders/50 CY)

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	6	32.9	$197.40
Compressive Strength Tests (each)	30	19.41	$582.30
Concrete Inspection & Testing Technician (hourly)	48	84.00	$4,032.00
Vehicle trip charge (each)	12	48.00	$576.00
Sub-Total (Concrete)			**$5,387.70**

☒REINFORCING STEEL INSPECTIONS (1 trip for reinforcing steel inspections)

Task	Qty.	Unit Rate	Estimated Cost
Reinforcing Steel Inspection (per hour)	6	88.80	$532.80
Vehicle trip charge (each)	1	48.00	$48.00
Sub-Total (Reinforcing Steel)			**$580.80**

☒ASPHALT (2 trips for asphalt coring and densities at pavement)

Task	Qty.	Unit Rate	Estimated Cost
Coring Rig (Each)	1	133.00	$133.00
Extraction of Bituminous Mixture, Percent Asphalt & Gradation (each test)	1	240.06	$240.06
Theoretical Density	1	101.63	$101.63
Lab Density	1	89.08	$89.08
Asphalt Cores (Each)	6	84.00	$504.00
Asphalt Core Density (each)	6	81.67	$490.02
Nuclear Density test (each)	6	26.72	$160.32
Asphalt testing & observation (Hourly)	21	84.00	$1,764.00
Vehicle trips (Each)	2	48.00	$96.00
Sub-Total (Asphalt)			**$3,578.11**

☒PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	11.5	126.00	$1,449.00
Project Engineer (hourly)	11.5	168.00	$1,932.00
Report Prep. & Administration	1	1916.06	$1,916.06
Sub-Total (Mgmt. & Admin.)			**$5,297.06**

Total Estimated Cost **$21,076.65**

Total Estimated Project Cost **$116,611.59**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours' notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.5 times the applicable unit rate.
- Minimum three (3) hour charge for engineering technician per trip. Minimum three (3) density tests per trip.
- Upon request for services by owner, representative of owner, and/or construction team, MEG will assume that our proposal is authorized and will proceed with services, to not delay project. If these terms are not agreeable, please provide MEG written documentation prior to the request for services.
- When invoices need to be delivered to a third party for review, the client shall notify MEG of this request, prior to the request for services. If this is not disclosed before the request for services, MEG shall charge administrative time to prepare, send, and deliver to the third party.
- Unless otherwise notified, MEG assumes that the owner will be responsible for all of the project's invoices. If retests and/or cancellations are to be billed to another party, the owner shall notify MEG before the request for services. An administrative fee will incur with the separation of invoices.
- Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law.

SCHEDULE

We request that our office be contacted at 956/702-8501 at least 24 hours prior to the time our services are needed to allow for scheduling. Calls for scheduling services will need to be made by 5pm of the previous day when service requests are needed. Cancellation of service requests will need to be made at least 2 hours before the scheduled service request time. Cancellation of services that are scheduled to be performed before 8am (early morning) will need to be made prior to 5pm of the previous day. Our services will be performed as directed by the CLIENT, at the rates presented herein.

The contractor is responsible for performing the work in accordance with the plans and specifications. Our testing & observations of the work does not relieve the contractor of their responsibility to perform the work properly and in accordance with industry standards. Prior to the start of construction and our services, we do request one (1) set of approved project plans and specifications with addendums when applicable. We also request the contact information of the general contractor so cancellations, re-testing, or additional testing when required because of the contractor can be billed to the contractor. The project information form and invoicing instructions form will need to be submitted to our office within 5 days of the authorization date. Failure to do so will require MEG to furnish additional administrate support for this project and will be subject to additional administrative charges as required. In addition, an on-site pre-construction meeting with all involved parties is highly recommended to our CLIENT to clearly specify the expectations, scope, and responsibilities of all involved parties.

GENERAL COMMENTS

This proposal may be executed by signing the Authorization for Professional Services and returning a copy to MEG. Project initiation and set up may be expedited by emailing or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180. The terms, conditions, and limitations stated in the Provisions section and section of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date. Please contact our office if you have any questions or comments about the proposal that has been prepared for your project.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

Construction Materials Testing Services
MEG Proposal No.: 01-24-224MR1
June 7, 2024

AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

Client: **The City of Edinburg**

Signature: _____

Name/Title: _____

Date: _____

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Name/Title: Andres Palma, P.E./ Manager

Date: 06/07/2024

Please address invoices to:	**Please address deliverables and notices to:** **Same as invoices: Yes / No, address to:**
ATTN:	**ATTN:**

All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the attached **Project Information Sheet.** The Authorization for Professional Services does not relieve the signatory party of their responsibility to pay invoices as stated due upon receipt. The authorization of this form does not relieve the signatory party of their responsibility to pay MEG and proceed with their payment to MEG with no obligations, commitments, payment and/or review by another responsible party. It is the responsibility of the CLIENT to discuss these terms with MEG prior to the execution of this proposal. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180.

Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

PLEASE SIGN AND RETURN THIS SHEET FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.

2. **TECHNICIAN SERVICES**
MEG will charge overtime at the rate of 1.5 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, portal to portal. Fractions of hours will be billed as whole hours.

3. **PROJECT MANAGEMENT**
Project management will be billed for coordination and management of project and personnel.

4. **SCOPE OF SERVICES**
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequentially issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.

5. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.

6. **COST ESTIMATES**
Any cost estimate provided by MEG will be on a basis of experience and judgment, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MEG cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.

7. **PROFESSIONAL STANDARDS**
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.

8. **TERMINATION**
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

9. **LEGAL EXPENSES**
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**
Monthly invoices will be issued by **MEG** for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

11. **LIMITATION OF LIABLITY**
MEG's total cumulative liability to the CLIENT of MEG, it's subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.

12. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.

13. **SALES TAX**
In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

14. **TERMINATION FOR NON-PAYMENT OF FEES**
MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

15. **INDEMNIFICATION**
The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

16. **DELAYS AND FORCE MAJEURE**
If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

17. **DATA AND INFORMATION**
CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

18. **INTELLECTUAL PROPERTY**
MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

19. **INFORMATION MANAGEMENT**
CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

20. **ON-SITE RESPONSIBILITIES AND RISKS**
Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

21. **CONSTRUCTION OBSERVATION AND TESTING**
MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

EXHIBIT "B" AGREEMENT BETWEEN THE CITY OF EDINBURG AND SELECTED ENGINEERING CONSULTANT(S) FOR ENGINEERING SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kevin M. Esler	
Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
	E-MAIL ADDRESS: certs@fenner-esler.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Millennium Engineers Group, Inc. PO Box 4569 Edinburg TX 78540	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: Master 23-24 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6011181339	11/22/2023	11/22/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	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)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6011181387	11/22/2023	11/22/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	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	$
A	Professional & Pollution Incident Liability - Retro Date: Full Prior Acts			MCH288364872	12/12/2023	12/12/2024	Per Claim Limit	$5,000,000
							Aggregate Limit	$5,000,000
							Deductible per claim	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - City of Edinburg as respects general liability where required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: Kevin M. Esler PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS: certs@fenner-esler.com
INSURED Millennium Engineers Group, Inc. PO Box 4569 Edinburg TX 78540	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Company — 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6011181339	11/22/2023	11/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	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) [ ]	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6011181387	11/22/2023	11/22/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional & Pollution Incident Liability - Retro Date: Full Prior Acts			MCH288364872	12/12/2023	12/12/2024	Per Claim Limit Aggregate Limit Deductible per claim	$5,000,000 $5,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - City of Edinburg as respects general liability where required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
CONSENT AGENDA
Agenda Item No: 11.F.
Amendment No. 1 Construction Material Testing Services North 281 Elevated Water Storage Tank

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Amendment Number One (1) to the Agreement Between the City of Edinburg and RABA Kistner, Inc., for Construction Material Testing Services to Reduce the Contract Amount by $21,034.07 for the North 281 Elevated Water Storage Tank Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
On November 21, 2023, RABA Kistner, Inc., was awarded Job Task Order Number Eight (8) for Construction Material Testing Services for the North 281 Elevated Water Storage Tank. The scope of work included construction material testing services for a total contract amount of $40,815.26.

During the course of construction, only $19,781.19 of the original contract amount was utilized. Now that the construction of the water tower has been completed, a reduction of $21,034.07 to the original contract is being requested in order to formally close the contract.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to enter into Amendment Number One (1) to the Agreement Between the City of Edinburg and RABA Kistner, Inc., for Construction Material Testing Services to Reduce the Contract Amount by $21,034.07 for the North 281 Elevated Water Storage Tank Project and Execute Any Documents Related Thereto.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Amendment No. One - RABA Kistner, Inc.

THE STATE OF TEXAS	**§**	**AMENDMENT NUMBER ONE (1) TO JOB TASK ORDER NUMBER EIGHT (8) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA KISTNER, INC., TO PROVIDE GEO-TECHNICAL ENGINEERING SERVICES FOR (CONSTRUCTION MATERIAL TESTING SERVICES) THE NORTH 281 ELEVATED WATER STORAGE TANK PURSUANT TO RFQ 2022-008**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Amendment Number One to Job Task Order Number Eight (8), to the Agreement is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Raba Kistner, Inc., (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 16, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a Professional Geotechnical Engineering Services Agreement with the Consultant to provide On-Call Professional Geotechnical Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit "B"). Specifically, it was agreed that the Consultant shall provide Professional Geotechnical Services and other as-needed services, on an on-call basis and in a manner, which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, On November 21, 2023, the City and Consultant entered into Job Task Order Number Eight (8) for Construction Material Testing Services and or other as needed services for the North Elevated Water Storage Tank, as set out in Exhibit "B" attached hereto; and

WHEREAS, City and Consultant further desire to amend Job Task Order Number Eight (8) to reduce the Construction Material Testing Services for the North Elevated Water Storage Tank Project, as set out in Exhibit "A" attached hereto.

NOW, THEREFORE, City and Consultant agree to amend said Job Task Order Number Eight (8) to reduce the Construction Material Testing Services for the North Elevated Water Storage Tank Project at the amount not to exceed $21,034.07, as set out in Exhibit "A" attached hereto.

If any of the terms of this Amendment Number One (1) to Job Task Order Number Eight (8), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Amendment Number One to Job Task Order Number Eight (8) to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in duplicate originals on this on this _____ day of _____, 2025.

[The remainder of this page was left blank intentionally.]

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

JOSEPHINE R. SOLIS

BY: _____
Josephine R. Solis, City Attorney

RABA KISTNER, INC

BY:_____
Isidoro Arjona, OE, PMP, F.ASCE
Senior Vice President
800 E. Hackberry
McAllen, Texas 78501
Phone: (956) 682-8332
Email: iarjona@rkci.com

Attachments: **Exhibit "A" Proposal to Amendment No. One**
Exhibit "B" Job Task Order No. 8
Exhibit "C" Certificate of Insurance

EXHIBIT "A" – JOB TASK ORDER 1
PROPOSAL

AGREEMENT
BETWEEN CITY OF EDINBURG
AND RABA KISTNER, INC

Proposal No. PMD24-093-01a
August 12, 2025

RABA KISTNER
a kiwa company

Raba Kistner, Inc.
800 East Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487

TBPE Firm F-3257
TBAE Firm BR 3427

Gerardo Carmona, P.E.
Director of Utilities
City of Edinburg
1201 N. Doolittle
Edinburg, TX 78542

AMENDED AGREEMENT FORM - I

AS A REDUCTION IN THE WORK SCOPE FOR THE FOLLOWING AGREEMENT:

RE: Proposal for Construction Materials Observation and Testing Services
City of Edinburg – Elevated Water Storage Tank
Intersection of Highway 281 and Monte Cristo Road, Edinburg, TX.
RKI Project No. AMD23-059-00

WE HEREBY AUTHORIZE RABA KISTNER, INC. (RKI) TO PERFORM THE FOLLOWING REDUCTION IN THE WORKSCOPE:

Based on the electronic-mail transmittal received by our office from Ms. Vanessa Velasquez, with the City of Edinburg (CLIENT) on Friday, August 8, 2025, the purpose of this amended agreement is to include a reduction in the project budget to reflect the final contract amount. This adjustment incorporates a cost reduction corresponding to allowances and work items not requested during the construction phase, the modification in our work scope will reduce to the amount shown below.

ORIGINAL ESTIMATED FEE OF SERVICES:	**$**	**40,815.26**
REDUCTION IN THE WORK SCOPE:	**$**	**-21,034.07**
REVISED PROJECT FEE:	**$**	**19,781.19**

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. Our Services will be performed in accordance with this letter agreement and the attachments. Please sign, date, and return one signed original of this document to provide written confirmation of your authorization for our firm to perform the services outlined herein.

SIGNATURE	**X**		
PRINTED NAME	Mr. Gerardo Carmona, P.E.		
COMPANY NAME	City of Edinburg		
COMPANY ADDRESS	1201 N. Doolittle		
CITY, STATE, ZIP	Edinburg, Texas 78542		
PHONE NUMBER	956-388-8212	**FAX:**	Not Provided
EMAIL	Gcarmona@cityofedinburg.com		
DATE			

RABA KISTNER, INC.



Homero I. Bazan, E.I.T.
Graduate Engineer

Saul Cruz, P.E.
Geotechnical Engineering Department Manager

HIB/SC
Copies Submitted: Above (1)

EXHIBIT “B” – MASTER AGREEMENT

AGREEMENT
BETWEEN CITY OF EDINBURG
AND RABA KISTNER, INC

THE STATE OF TEXAS	**§**	**JOB TASK ORDER NUMBER EIGHT (8) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA KISTNER, INC FOR GEO-TECHNICAL ENGINEERING SERVICES FOR (CONSTRUCTIION MATERIAL TESTING SERVICES) NORTH 281 ELEVATED WATER STORAGE TANK PURSUANT TO RFQ 2022-008**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Job Task Order Number Eight (8), to the Agreement between the City of Edinburg and Raba Kistner, Inc., dated August 16, 2022, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Raba Kistner, Inc. (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 16, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Geotechnical Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit "C"). Specifically, it was agreed that the Consultant shall provide Geo-Technical Engineering Services, and or other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Eight (8) to the Agreement to provide for Construction Material Observation and Testing Services for North 281 Elevated Water Storage Tank Bid as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number Eight (8) to the Agreement is hereby agreed to and included in the Agreement to provide for Construction Material Observation and Testing Services for North 281 Elevated Water Storage Tank Bid, at the amount not to exceed the proposed amount, as set out in Exhibit "A" attached hereto.

NOW, THEREFORE, said Job Task Order Number Eight (8) to the Agreement is hereby agreed to be amended to include Assurance of Compliance with Civil Right Provisions & Federally Mandaged Procurement Provisions Appendix II to 2 CFR Parts 200, attached as Exhibit B to this Amendment; and

All other provisions of the Agreement not specifically in conflict with the Amendment shall remain the same and in full force and effect.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this 21st day of November, 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 Yvette Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
City Attorney

RABA KISTNER, INC

BY: _____

Isidoro Arjona, PE, PMP, F.ASCE
Senior Vice President
800 E. Hackberry
McAllen, Texas 78501
Phone: 956-682-5332
Fax: 956-682-5487
Email: iarjona@rkci.com

Attachments: **Exhibit "A" Proposal of Job Task Order 8**
Exhibit "B" Civil Rights Provisions & Appendix II to 2 CFR Part 200
Exhibit 'C" Master Agreement
Exhibit "D" Certificate of Insurance

EXHIBIT "A" – PROPOSAL

AGREEMENT
BETWEEN CITY OF EDINBURG
AND RABA KISTNER INC

RABA KISTNER
Raba Kistner, Inc.
800 East Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBAE Firm BR 3427

Proposal No.: PMD23-093-01
October 20, 2023

Gerardo Carmona
Director of Utilities
City of Edinburg
1201 N. Doolittle
Edinburg, TX 78542

RE: Proposal for Construction Materials Observation and Testing Services
City of Edinburg – Elevated Water Storage Tank
Intersection of Highway 281 and Monte Cristo Road, Edinburg, TX.

Dear Mr. Carmona:

RABA KISTNER, Inc. (RKI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our revised opinion of probable cost of services for this project is:

Base Scope according to Plans	**$ 17,848.41**
Assumed Structural Scope	**$ 22,966.85**
Grand Total:	**$ 40,815.26**

*** Quantities may vary depending on the foundation pier final design.**
*** Revised quantities were based on the meeting held 10/20/2023 at the Melden & Hunt office.**

Our estimated scope of services and estimated item quantities were based upon the information provided via electronic transmittal received by our office from Mr. Gerardo Carmona, with City of Edinburg on Tuesday, October 3, 2023. Project information provided to RKI are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

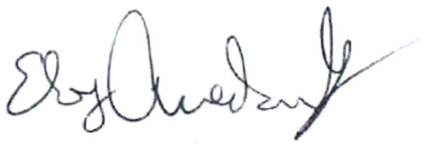
This amount should not be considered a maximum but is **RKI's** estimate of the probable costs associated with implementing the work outlined on Pages No. 4 - 6 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER, Inc.



Eloy Arredondo
CoMET Supervisor

AR

Attachments: Basic Charges
I-Standard Terms and Conditions
II-Schedule of Fees
Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip)	1.00 /hour(s)
Vehicle Trip Charge	$60.00 /trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKI** for the project.

7. **RKI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
City of Edinburg – Elevated Water Storage Tank

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork: Base Bid				
1. Moisture-Density Relationship (Proctor)	$257.27	each	5	$1,286.35
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$114.00	each	5	$570.00
3. Sieve Analysis - 200	$85.33	each	5	$426.65
4. Technician Time Sampling	$64.25	hour	10	$642.50
5. Vehicle Travel Charge	$60.00	trip	5	$300.00
6. Proof Rolling Observation	$64.25	hour	3	$192.75
7. Vehicle Travel Charge	$60.00	trip	1	$60.00
8. Field Density Test - Asphalt Subgrade & Base	$25.17	each	4	$100.68
9. Technician Time - Asphalt Subgrade & Base	$64.25	hour	4	$257.00
10. Vehicle Travel Charge - Asphalt Subgrade & Base	$60.00	trip	2	$120.00
11. Field Density Test - Concrete Pavement & Sidewalks	$25.17	each	4	$100.68
12. Technician Time - Concrete Pavement & Sidewalks	$64.25	hour	4	$257.00
13. Vehicle Travel Charge - Concrete Pavement & Sidewalks	$60.00	trip	2	$120.00
14. Field Density Test - Water Tank Subgrade, Limestone & Fill	$25.17	each	76	$1,912.92
15. Technician Time - Water Tank Subgrade, Limestone & Fill	$64.25	hour	40	$2,570.00
16. Vehicle Travel Charge - Water Tank Subgrade, Limestone & Fill	$60.00	trip	20	$1,200.00
17. Field Density Test - Utilities	$25.17	each	10	$251.70
18. Technician Time - Utilities	$64.25	hour	10	$642.50
19. Vehicle Travel Charge - Utilities	$60.00	trip	5	$300.00
Subtotal				**$11,310.73**
Concrete: Pavement, Civil, Fence & Ditch				
1. Concrete Compressive Strength Tests	$19.41	each	40	$776.40
2. Technician Time - Concrete Testing	$64.25	hour	16	$1,028.00
3. Air Content of Concrete	$32.90	each	8	$263.20
4. Technician Time - Pick-Up of Specimen(s)	$64.25	hour	8	$514.00
5. Vehicle Travel Charge	$60.00	trip	8	$480.00
Subtotal				**$3,061.60**
Reinforcing Steel:				
1. Reinforcing Steel Observtion	$64.25	hour	10	$642.50
2. Vehicle Travel Charge	$60.00	trip	5	$300.00
Subtotal				**$942.50**
Structural Steel Observation:				
1. Structural Steel Observation Certified Welding Inspector	$147.50	hour	As Requested	
2. Vehicle Travel Charge	$60.50	trip	As Requested	
Subtotal				**$0.00**
Asphalt:				
1. Asphalt Concrete Laydown Observation	$78.00	hour	4	$312.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$372.75	each	1	$372.75
3. Maximum Theoretical Specific Gravity of Asphalt	$111.25	each	1	$111.25
4. Field Density Test	$27.50	each	2	$55.00
5. Laboratory Density	$89.08	set	As Requested	
5. Asphaltic Concrete Coring:				
a.) Two Men	$133.00	hour	As Requested	
b.) Coring Rig	$133.00	day	As Requested	
c.) Generator	$126.05	day	As Requested	
d.) Bit Wear	$6.00	/in. -in.	As Requested	
6. Vehicle Travel Charge	$60.00	trip	1	$60.00
Subtotal				**$911.00**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$1,622.58
Subtotal				**$1,622.58**
		GRAND TOTAL		**$17,848.41**

CONSTRUCTION MATERIALS TESTING UNIT RATES
City of Edinburg – Elevated Water Storage Tank

SERVICE	UNIT RATE		QUANTITY	TOT
Concrete: Pavement, Civil, Fence & Ditch				
1. Concrete Compressive Strength Tests	$19.41	each	130	$2,523.30
2. Technician Time - Concrete Testing	$64.25	hour	52	$3,341.00
3. Air Content of Concrete	$32.90	each	26	$855.40
4. Technician Time - Pick-Up of Specimen(s)	$64.25	hour	13	$835.25
5. Vehicle Travel Charge	$60.00	trip	13	$780.00
Subtotal				**$8,334.95**
Concrete: Pavement, Civil, Fence & Ditch Reinforcing Steel:				
1. Reinforcing Steel Observation	$64.25	hour	26	$1,670.50
2. Vehicle Travel Charge	$60.00	trip	13	$780.00
Subtotal				**$2,450.50**
Drilled Pier: (Assuming 5 Pier Production Per Day 2 set every 7 feet)				
1. Drill Pier Observation - Technician Time	$82.00	hour	80	$6,560.00
2. Drill Pier Observation - Technician Time (Over Time)	$123.00	hour	12	$1,476.00
2. Air Content of Concrete	$32.90	hour	10	$329.00
3. Cylinders Cast in Conjunction with Observation	$20.00	each	50	$1,000.00
4. Technician Time - Pick-Up of Specimen(s)	$64.25	hour	2	$128.50
5. Vehicle Travel Charge	$60.00	trip	10	$600.00
Subtotal				**$10,093.50**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$2,087.90
Subtotal				**$2,087.90**
		GRAND TOTAL		**$22,966.85**

Concrete: Pavement, Civil, Fence & Ditch
1. Concrete Compressive Strength Tests $19.41 each 130 $2,523.30
2. Technician Time - Concrete Testing $64.25 hour 52 $3,341.00
3. Air Content of Concrete $32.90 each 26 $855.40
4. Technician Time - Pick-Up of Specimen(s) $64.25 hour 13 $835.25
5. Vehicle Travel Charge $60.00 trip 13 $780.00
Subtotal $8,334.95

Reinforcing Steel:
1. Reinforcing Steel Observation $64.25 hour 26 $1,670.50
2. Vehicle Travel Charge $60.00 trip 13 $780.00
Subtotal $2,450.50

Drilled Pier: (Assuming 5 Pier Production Per Day 2 set every 7 feet)
1. Drill Pier Observation - Technician Time $82.00 hour 80 $6,560.00
2. Drill Pier Observation - Technician Time (Over Time) $123.00 hour 12 $1,476.00
2. Air Content of Concrete $32.90 hour 10 $329.00
3. Cylinders Cast in Conjunction with Observation $20.00 each 50 $1,000.00
4. Technician Time - Pick-Up of Specimen(s) $64.25 hour 2 $128.50
5. Vehicle Travel Charge $60.00 trip 10 $600.00
Subtotal $10,093.50

Other:
1. Project Administration(Markup of Invoiced Billing Cycle) 10% $2,087.90
Subtotal $2,087.90

GRAND TOTAL $22,966.85

CONSTRUCTION MATERIALS TESTING UNIT RATES
City of Edinburg – Elevated Water Storage Tank

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$254.75 to $428.75 /hour
Managing Engineer	$165.50 to $282.75 /hour
Staff Engineer	$131.25 to $226.75 /hour
Laboratory Manager	$102.50 to $203.00 /hour
Construction Services Manager	$102.50 to $203.00 /hour
Outside Professional Services & Reimbursable	
Additional Insured	$304.25 /each
Report Preparation and Administration	$67.00 to $113.75 /hour

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____

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Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

EXHIBIT "B" –
CIVIL RIGHTS PROVISIONS
APPENDIX II TO 2 CFR PART 200

AGREEMENT
BETWEEN CITY OF EDINBURG
AND RABA KISTNER INC

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as "the Recipient") must ensure that any contract or sub-award (hereinafter referred to as "the contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. The Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.

3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities.

   As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.

6. The Contractor and Contractor's successors, transferees and assignees for the period in

which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The
non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40
U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

EXHIBIT "C" – MASTER AGREEMENT

AGREEMENT
BETWEEN CITY OF EDINBURG
AND RABA KISTNER INC

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA KISTNER, INC FOR GEOTECHINICAL ENGINEERING SERVICES PURSUANT RFQ NO. 2022-008**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Raba Kistner, Inc** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Geotechnical Engineering Services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform professional geotechnical engineering services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

800 E. Hackberry
McAllen, Texas 78501
Attn.: Katrin M. Leonard, P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October, 2022.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, City Attorney

RABA KISTNER, INC

BY: _____

Katrin M. Leonard, PE
Vice President
800 E. Hackberry
McAllen, Texas 78501
Phone: 956-682-5332
Fax: 956-682-5487
Email: kleonard@rkci.com

Attachments: **Exhibit "A" RFQ 2020-008, Scope of Services and Proposal**
Exhibit "B" Insurance
Exhibit "C" Fee Schedule

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA KISTNER, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-008

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-008 GEOTECHNICAL ENGINEERING SERVICES

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THE CITY OF Edinburg

REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until 3:00 p.m. Central Time, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2022-008
GEO-TECHNICAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com , or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing Proposals:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2022-008
GEOTECHNICAL ENGINEERING SERVICES

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked **"ORIGINAL,"** and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing RFQ's:	City of Edinburg C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold RFQ/s **90** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD
The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT
Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD
Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS
THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS
It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ
RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ
If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS
The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT
The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **GEOTECHNICAL SERVICES** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled **"Addenda and Modifications"**.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An original and Five (5) **COPY** sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-008 GEOTECHNICAL ENGINEERING SERVICES". In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing RFQs:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of

1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Engineering is currently seeking to retain a rotation list of qualified professional Geotechnical Engineering firms to provide Geotechnical Engineering and Material Testing. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The services request is to provide the following services: Geotechnical Engineering, Construction Materials Testing and Engineering, and Environmental Services of any and all City Projects. It is anticipated that Geotechnical Engineering firms will lead full teams of engineers and or related consultants as needed for each project. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. The scope of services required by this RFQ may include some or all of the following services:

1. Geotechnical:
   - A. Slab on Grade Foundation Evaluation and Recommendation
   - B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
   - C. Site Work
   - D. Retention Systems
   - E. Field Exploration
   - F. Laboratory Testing
   - G. Analysis and Reports
   - H. Other Geotechnical Evaluation
   - I. Environmental Reports

2. Construction Materials Testing:
   - A. Plans Review
   - B. Earthwork Services
   - C. Density Testing
   - D. Post Construction Services
   - E. Foundation Inspection Services
   - F. Concrete Services
   - G. Structural Steel Services
   - H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Geotechnical Engineering Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past 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.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.

5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.

7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022
RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **August 2, 2022 and no later than 3:00 pm.** Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of

response must be provided. In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **GEOTECHNICAL ENGINEERING SERVICES.**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DISCIPLINE CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT RFQ NO. 2022-0XX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and ***FIRM NAME***, Inc (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY:_____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

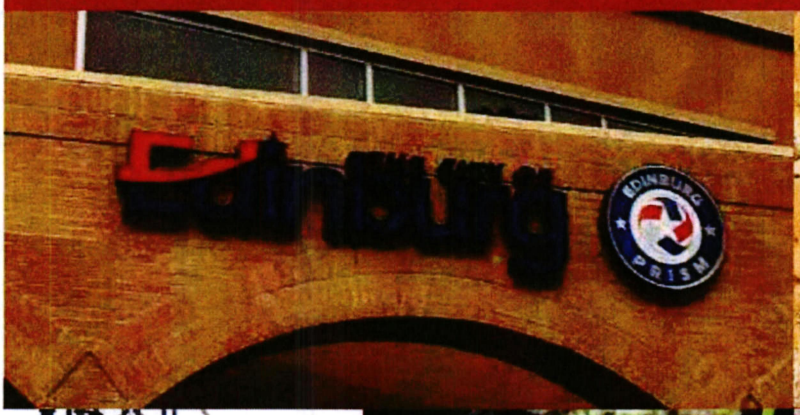
Attachments: Exhibit "A" RFQ 2020-003, Scope of Services and Proposal
Exhibit "B" Insurance

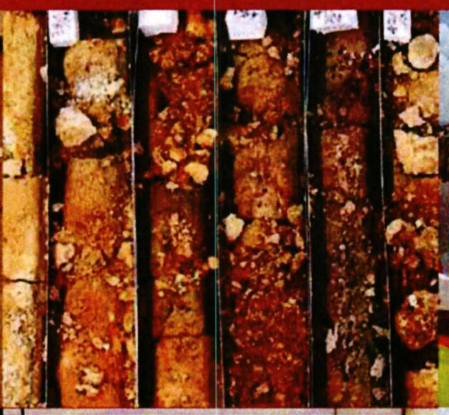
EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

RABA KISTNER

TRUSTED ADVISORS SINCE 1968

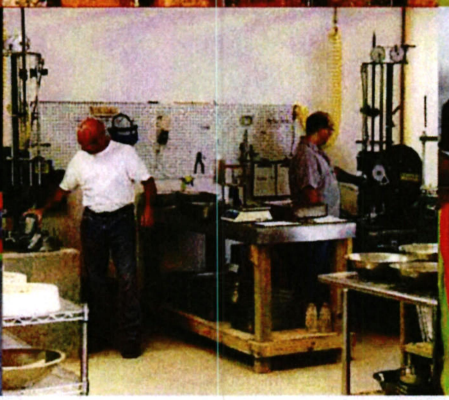














STATEMENT OF QUALIFICATIONS FOR:

Geotechnical Engineering Services

RFQ # 2022-008

CITY OF EDINBURG | AUGUST 2, 2022

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Information contained in this response to RFQ #2022-008 Geotechnical Engineering Services and any supplemental information submitted during the selection, negotiation or contracting phases may contain confidential and proprietary information belonging to Raba Kistner. Disclosure of this information would reveal Raba Kistner's individual approach, including methods employed for investigation, examination, assessment and analysis, processes and procedures. Confidential and proprietary information should not be disclosed in response to a request for information submitted under Chapter 552, Texas Government Code. Raba Kistner has made all reasonable efforts to highlight, separate or otherwise indicate information to be excepted from disclosure due to its confidential and/or proprietary nature. Information not designated as proprietary or confidential may still be subject to an exception from disclosure.

RABA KISTNER

800 East Hackberry
McAllen, TX 78501

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257

WWW.RKCI.COM

August 2, 2022

City of Edinburg
c/o City Secretary
415 W University Drive
Edinburg, TX 78541

RE: RFQ #2022-008 Geotechnical Engineering Services

To Whom It May Concern:

It is Raba Kistner's understanding that the City of Edinburg is interested in contracting with competent engineering firms, registered and licensed in the State of Texas to complete work for projects requiring Geotecnical Engineering and Construction Materials Testing services. If selected, we understand we will be responsible for leading full teams of engineers and or related consultants as needed for each project.

We understand your requirements and are prepared to provide experienced professional support to assist you in meeting your project objectives. We have performed engineering services for many similar projects for counties, cities, irrigation districts, and TxDOT throughout the Rio Grande Valley as well as the entire State of Texas.

We are a firm that listens to its clients and is firmly committed to serving them with reliable, professional services. We have been providing professional engineering services to government-related clients for more than 53 years, and have successfully worked on thousands of projects within the Rio Grande Valley, including for the City of Edinburg for over 27 years. These entities remain Raba Kistner's clients today because we listen, we understand their specific needs, and we help them accomplish their project objectives.

With an offices located in McAllen and Brownsville, Raba Kistner is locally-managed and operated by professionals within the Rio Grande Valley, and is supported by one of the largest engineering firms in the southwestern United States. We are pleased to present our company's sound experience and solid qualifications to the City of Edinburg. We pledge to provide you with a professional, timely, cost effective service. We offer one of the largest pools of resident technicians, inspectors, testing professionals, and engineers in the Valley. Our availability of staff and coverage in the area allows us to handle both large, complex, and smaller projects and have a high level of quality control on those projects.

Raba Kistner is pleased to present our Statement of Qualifications to the City of Edinburg for the above-mentioned RFQ for Professional Geotechnical Engineering. We have carefully reviewed the RFQ, evaluated the availability of key staff, and developed a

strategy to effectively perform the necessary services. We feel that, given our history serving the City, we are familiar with your priorities and processes and can provide quality, timely, and cost effective services to the City of Edinburg.

Raba Kistner looks forward to continuing our strong relationship with the City of Edinburg. We are honored for the renewed opportunity to be considered to provide Geotechnical Engineering services for your upcoming projects. Upon reviewing our qualifications, should you have any questions or need further information, please contact me by phone at 956.682.5332 or via email at kleonard@rkci.com. I am able to bind the firm to a contract with the City of Edinburg should we be selected to provide services.

Very truly yours,

Katrin Leonard, PE
Vice President, Rio Grande Valley

Firm Qualification and Experience

Firm Profile

Founded in 1968, Raba Kistner, Inc. (Raba Kistner) is recognized as one of the Southwest's largest consulting firms offering Environmental Consulting and Engineering specialties. We self-perform professional services, such as:

- Construction Materials Engineering, Testing, and Observation;
- Environmental Consulting and Engineering;
- Geotechnical Engineering;
- Facilities Engineering and Roofing/Waterproofing Consulting;
- Program and Project Management and
- Pavement Consulting.

Raba Kistner has grown over our more than 50-year history, expanding from our headquarters in San Antonio, Texas, to an Engineering News-Record "Top 500 Firm" of more than 500 employees operating in ten different markets in Texas, Utah, Nebraska, Arizona, New York, California and Mexico. In 2018, Raba Kistner joined Construction Sciences, Pty, Ltd (now Intega), an Australian engineering firm. Today, we are a company of engineers, geologists, scientists and technologists providing project management and oversight services; environmental services; forensics engineering; construction materials engineering, testing and observation; geotechnical engineering, testing and pavement consulting; building envelope consulting; and infrastructure oversight and quality management.

More than 75% of our team holds licenses or certifications in their areas of expertise. Furthermore, Raba Kistner's Geotechnical and Construction Materials Testing staff and laboratories are among the largest in the state. Raba Kistner's resources, manpower, and organizational structure allow for all of our employees to serve as seamless service providers for every project.

Our purpose is to provide professional consulting services with passion and integrity, to help build a better world for our employees, their families, our clients, and the communities we serve.



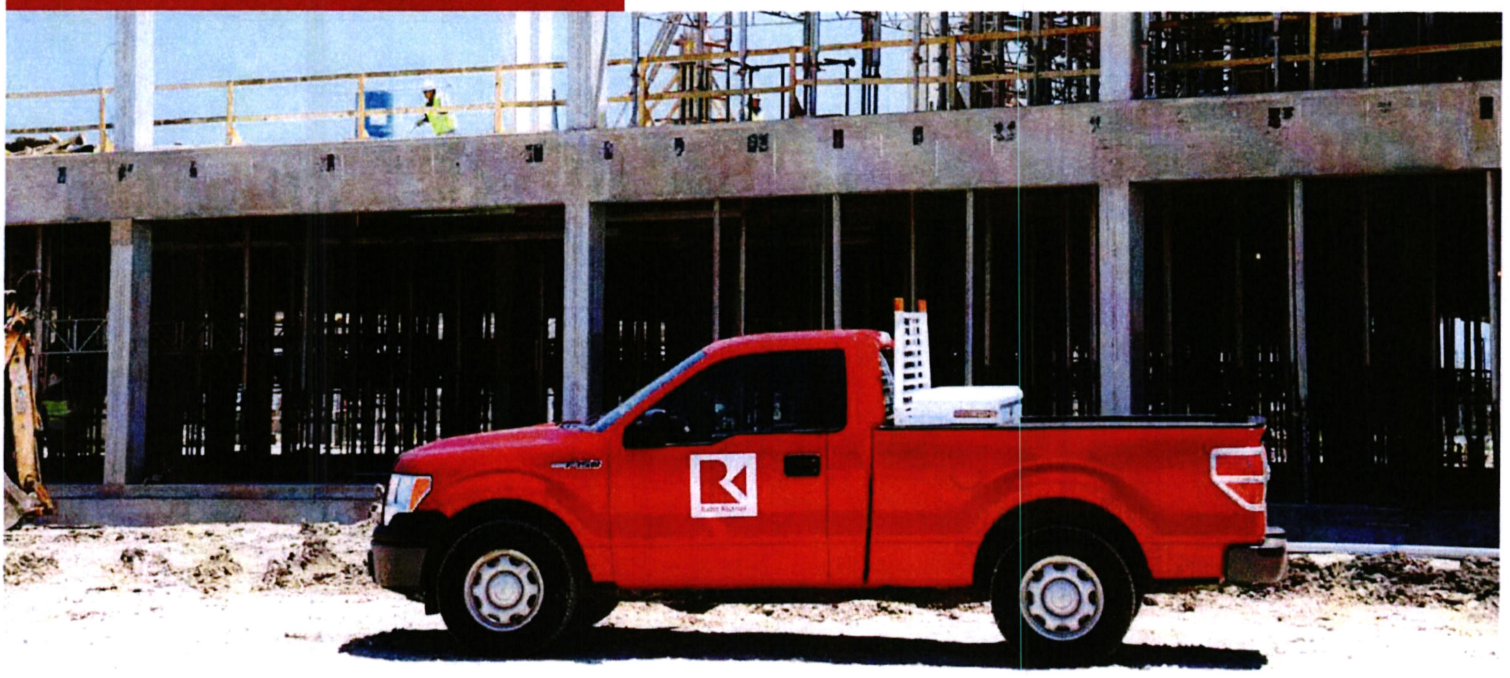
Raba Kistner's internal policies, procedures, and plans have been proven to ensure the delivery of high quality services to our clients, and include the following:

- **Qualified Technical Staff and Continued Education Policy**
- **Quality Control/Quality Assurance Procedures**
- **Professional Development and Project Management Tools**
- **The very core of Raba Kistner: the importance we place on our most highly valued asset — our employees — and our culture of employee safety.**

Qualified Technical Staff

Raba Kistner provides a wide variety of professional consulting services throughout Texas and the Southwestern US. Our technical staff is uniquely qualified to perform a wide range of services that may be required for your projects and programs. Our staff hold professional licenses and specialized certifications in their areas of expertise and competency. This expertise, coupled with the efficient use of vast company resources and partnerships, enhances our ability to address complicated project issues and provide rapid response to client requests. Given our staff size and experience within each service, we are confident in our ability to assume the lead role on major infrastructure projects or complement clients' existing in-house capabilities.

Raba Kistner employs staff who are qualified and degreed (Bachelors, Masters, and Doctorate), trained, or otherwise certified in Civil Engineering, Geotechnical Engineering, Geological Engineering, Structural Engineering, Architectural Engineering, Welding Inspection, Biological Sciences, Environmental Science, Environmental Planning, Geology, Anthropology, Archaeology, Historic Preservation, Geographic Information Systems (GIS), Urban and Regional Planning, and other disciplines.



Relevant registrations and certifications across the Raba Kistner team include:

- American Concrete Institute (ACI)
- American Institute Certified Planners (AICP)
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- Certified Welding Inspectors (CWI)
- FAA-Certified Part 107 Remote UAS (Drone) Pilot Certificate
- Professional Engineers (PE)
- Professional Geologists (PG)
- Professional Geoscientists (PGs)
- Project Management Professionals (PMP)
- Registered Environmental Professionals (REP)
- Registered Professional Archaeologists (RPA)
- GPS and GIS Training Certifications
- Wetland Training Institute (WTI)-trained Wetland Delineators

Firm Experience

Raba Kistner has played an integral role in the expansion of Rio Grande Valley communities since 1991, and we have successfully provided environmental services, engineering, consulting and testing throughout the region to improve the quality of life of its citizens.

We have performed over 1,500 projects for city, county, and state entities in the Rio Grande Valley in the last 30 years. We have also worked extensively with key staff at City of Edinburg for more than 25 years.

Our local familiarity adds to the quality of services we are able to provide our clients throughout the region. Our commitment to protecting our clients' interests remains constant. Used individually or collectively, Raba Kistner's services provide practical, on-time, on-budget solutions.

Raba Kistner has more than 500 employees in twelve different offices company-wide that are available as resources for these City of Edinburg projects. With the necessary technology and communications systems in place, we are able to move work through each of our offices and have the added capability of additional staff available to QA/QC our work performed. Raba Kistner also has a second Valley office in Brownsville that could be called upon for assistance or Quality Control without any loss of efficiency, quality, or deadlines.

Our current workload is such that all proposed personnel can begin assignments for these projects immediately upon notice to proceed.

Firm Qualification and Experience

Our project staffing requirements are very dynamic, and we have adequate field and support personnel to service the various projects associated with this SOQ due to staff flexibility and versatility. We will be able to staff smaller assignments.

Our employees work and live in the area and are familiar with the local issues and concerns. Given our history of practicing professional engineering and consulting services within the Valley, we have a comprehensive database of geotechnical subsurface conditions. This aids clients such as the City of Edinburg in that we are able to pull from first-hand knowledge when dealing with projects.

The Raba Kistner McAllen Office employs more than 40 staff members. Given our previous and current experience working with the City of Edinburg, we trust you are familiar with the quality of work that each of these individuals provides.

Over the last five years, our experience includes providing Geotechnical Engineering and Materials Testing services to the following public entities:

- City of Alton
- City of Brownsville
- City of Donna
- City of Harlingen
- City of McAllen
- City of Mercedes
- City of Pharr
- City of Port Isabel
- City of San Juan
- City of Weslaco
- Cameron County
- Hidalgo County
- Hidalgo County Drainage District #1
- Hidalgo County RMA



Firm Qualification and Experience

Below is a sample of projects that Raba Kistner has completed for municipal clients within the past five years:

PROJECT	CLIENT
Bryan Village Subdivision	City of Alton
Sol Alegre Subdivision Phase I	City of Edinburg
Oak Hill at Villanueva Phase I	City of Edinburg
Hacienda San	City of San Juan
Boca Subdivision	City of McAllen
Landfill Cell 7B	City of Edinburg
Chapin Hike and Bike Trail	City of Edinburg
Veterans Boulevard	City of Edinburg
Bert Ogden Pharr Subdivision	City of Pharr
Imperior Heights Subdivision	City of Alton
Border Town Phase III Subdivision	City of Edinburg
Sioux Coves	City of San Juan
Lift Station No. 3	City of Pharr
Pyxis Multifamily Subdivision	City of McAllen



Projects Management and Approaches

Raba Kistner will provide the following services for the City of Edinburg:

- Geotechnical Engineering
- Construction Materials Testing

Work will be primarily performed out of our McAllen office. Should it be needed, Brownsville office is available to provide additional resources.

We will bring our experience gained through servicing thousands of testing projects performed in Texas. Our Rio Grande Valley operations, the largest in the Valley, includes advanced technology in our testing laboratory. Raba Kistner has the knowledge, experience, and the equipment to provide the anticipated services listed as minimal qualifications in the RFQ as well as additional services, if needed. Our extensive experience results from providing these services for most of the high profile projects throughout South Texas for more than 53 years.

PROJECT MANAGER DUTIES

Geotechnical Project Manager, Ms. Katrin Leonard, PE will be responsible for the day-to-day management of the geotechnical engineering and construction materials testing projects, with special emphasis on budget and schedule. They will be directly responsible for all project management activities including:

- Contractual terms and conditions
- Budgeting and cost control
- Personnel and resource allocations
- Activities schedules and milestones
- Design coordination
- Contract data management
- Subcontract management
- Review meetings
- Agenda and minutes

The Project Manager has many systems to assist in the monitoring and control of the project, including:

- **PROJECT INITIATION/SETUP** – The Project Manager analyzes the project and determines the level of the work breakdown structure depending upon the project complexity, scope, duration, and cost. She sets up in the Project Management System and the Project Scheduling System including the tasks, budgets by task, work products, and schedules for the delivery of the work products.

- **PROJECT STATUS REPORTS** – Weekly Project Status Reports are produced by Raba Kistner's accounting and project management system. The reports allow the Project Manager to monitor the status of the project to include percent budget spent, percent project complete, expected budget at completion, over or under budget, scheduled delivery dates for work products, work in progress, and invoices.
- **WEEKLY MEETINGS** – Weekly meetings are conducted by the Project Manager with the Department Manager to review the status of the project, identify issues, develop corrective action plans, and monitor existing corrective action plans for implementation status.
- **MONTHLY MEETINGS** – The Principal in Charge meets monthly with the Project Manager to review the status of the project, identify issues, develop corrective action plans, and monitor existing corrective action plans for implementation status.

Construction Materials Testing Approach

Typically, Raba Kistner's services are on an on- call basis and usually we are able to respond to requests within 24 hours, and sometimes within hours. Depending on the laboratory testing performed, there is a specific time frame required to complete the tests. Generally, routine laboratory tests, such as Atterberg Limits test, sieve analysis, and moisture-density relationship tests are completed within three to four days. Asphalt laboratory testing is generally completed within two to three days. Because concrete mix designs usually require 28-day compressive strength test results, these tests are normally performed at least 1 ½ to 2 months prior to being needed.

Raba Kistner understands that our tests and field reports are required for the contractor to move on to the next phase, so a concerted effort is put forth to provide report turnaround time in an acceptable time frame. Depending on the schedule of the project, we can work with the client to expedite our tests and report generation. Further, as part of our inspection services, Raba Kistner will provide the City of Edinburg with the appropriate documentation regarding deficient test results or non-compliant work elements. Pre-final independent inspections have proven to be very effective. These help prepare the owner prior to final walk-through. Raba Kistner will help the City of Edinburg achieve project completion through proactive inspections. A binder containing copies of all inspection reports will be submitted to the City of Edinburg prior to closing each Task Order, if requested.



The following is a general outline of steps to be taken for all project requests:

- The City of Edinburg requests services from Raba Kistner.
- Raba Kistner Project Manager collaborates with the City of Edinburg and Raba Kistner staff to define work scope, budget and schedule.
- Project Manager assembles team to accomplish work scope.
- Project Manager reviews the scope, budget and schedule with team members and conducts "mission planning" to address project objectives.

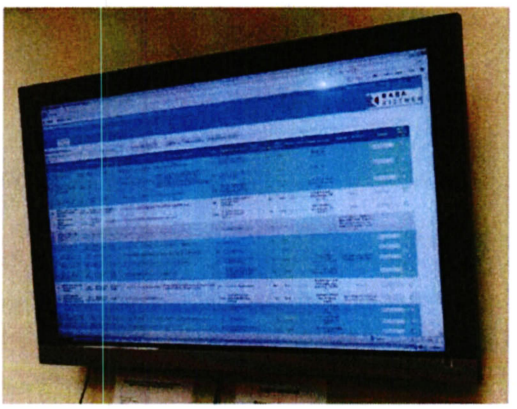
— CONSTRUCTION MATERIALS ENGINEERING, TESTING, AND OBSERVATION SERVICES:

DISPATCH

- Raba Kistner's full-time dispatcher will accept calls from the project site to schedule testing.

SCHEDULING

- Raba Kistner's dispatcher will schedule work assignments into the firm's web-based program RKIS [accessible to Raba Kistner staff, the City of Edinburg, and the City of Edinburg's design and construction team (via individual -specific login and password)].
- Raba Kistner will dispatch a qualified field technician by cellular phone to the project site to perform field observation and testing services.



FIELD OBSERVATION AND TESTING

- Raba Kistner's field technician will conduct observation and testing services at the project site and record results.
- Raba Kistner's field technician will report results to the Project Site Superintendent and return the information and additional laboratory samples to the Raba Kistner office.

LABORATORY TESTING

- Raba Kistner's local laboratory will test construction materials collected by field technicians.

REPORTING

- Raba Kistner's office will input field observation and testing results into the online RKIS system.
- A Raba Kistner Professional Engineer will review all field and laboratory data, and sign the test reports before sending to the City of Edinburg, and other designated personnel by e-mail, fax, mail or online reporting.

— PROPOSED COST CONTROL METHODS

The development of a construction materials testing scope of work is generally dictated by the project specifications, the project plans and details, and other code requirements. Prior to development of the scope of work, many key factors about the project that affect the scope of work are collected from various parties, including the owner's representative, the design team, and the general contractor. These items include an understanding of the construction schedule, an understanding of the means and methods to be employed by the general contractor, an estimate of the construction cost, and the knowledge of local construction practices which Raba Kistner has developed throughout the last 52 years.

The plans and specifications are closely reviewed to determine the frequency of testing, the type of tests, and the quantities of materials to be tested. Raba Kistner employs construction materials estimators that have many years of experience estimating the quantities of materials to be tested and/or observed. Once this information is collected, a determination of the number of tests is calculated based on the test frequencies cited in the project specifications.

Raba Kistner's scope of work is further refined by performing an estimation of the number of man hours and site visits necessary to perform the required tests and observations. By reviewing the construction schedule and the means and methods provided by the general contractor, a more realistic idea of man power may be projected. Because overtime rates play a major role in determining the overall estimated budget for testing, the contractors schedule of work helps us determine what percentage of our work will be performed at overtime rates.

Finally, Raba Kistner's scope of work is presented to our client to explain the contents of our proposal and define any assumptions made during the preparation of the scope of work and cost estimate. If the assumptions made are inaccurate, a revision to the scope of work is made. Because our scope of work is highly dependent upon the actions and the progress of the contractor, we provide the owner with progress reports as to the adherence of the budget and scope. For any change in scope occurring during the course of the project, Raba Kistner will obtain authorization by the owner prior to performing the work.



Geotechnical Engineering Approach

Close coordination and communication with the City of Edinburg representatives and Raba Kistner technical staff will be key to the successful execution of work under this contract. Raba Kistner's Project Manager will be available on a continuous basis during extended hours, seven days a week, to receive requests from the City of Edinburg and coordinate with the appropriate technical staff and agencies for the execution of each assignment. Once a task is requested, Raba Kistner will provide the City of Edinburg with a scope, fee and schedule, then internally make the assignment to our staff. The assignment will be completed in coordination with the City of Edinburg staff and regulatory authorities, as is appropriate, within the agreed schedule.

— GEOTECHNICAL ENGINEERING SERVICES

RESEARCH

- Raba Kistner will research its geotechnical database of the City of Edinburg area geotechnical engineering studies to identify historical data available for the project area.
- Raba Kistner will capitalize on the project specific knowledge that we have performing work in the City of Edinburg area.

FIELD SERVICES

- Raba Kistner's field services team will identify boring locations and coordinate utility clearance, boring location clearance, and traffic control, if necessary.
- Raba Kistner's professional loggers will oversee the drilling services provided by a subcontract driller. Raba Kistner provides professional loggers in the field in-lieu-of technicians.
- Raba Kistner's professional logger will help the geotechnical engineering team identify subsurface conditions in the project area, and can help determine subsurface variability.

LABORATORY SERVICES

- Raba Kistner's professional logger will bring soil boring samples to our AASHTO/ USACE accredited lab for analysis.
- Raba Kistner will have the laboratory testing performed under the direction of Mr. Juan Carrillo, NICET Level I.

ENGINEERING EVALUATION AND REPORTING

- Raba Kistner's geotechnical engineering staff will analyze the soil boring data and prepare recommendations.
- Raba Kistner's Professional Engineer will review, seal and sign the geotechnical study and recommendations and send to the City of Edinburg and the design team.
- Raba Kistner's Professional Engineering staff includes multiple senior-level consultants with extensive experience in geotechnical studies for utility construction projects. This includes numerous projects involving slope stability, settlement analyses, bridge foundation, and pavement consulting.

Software/Data Management Systems

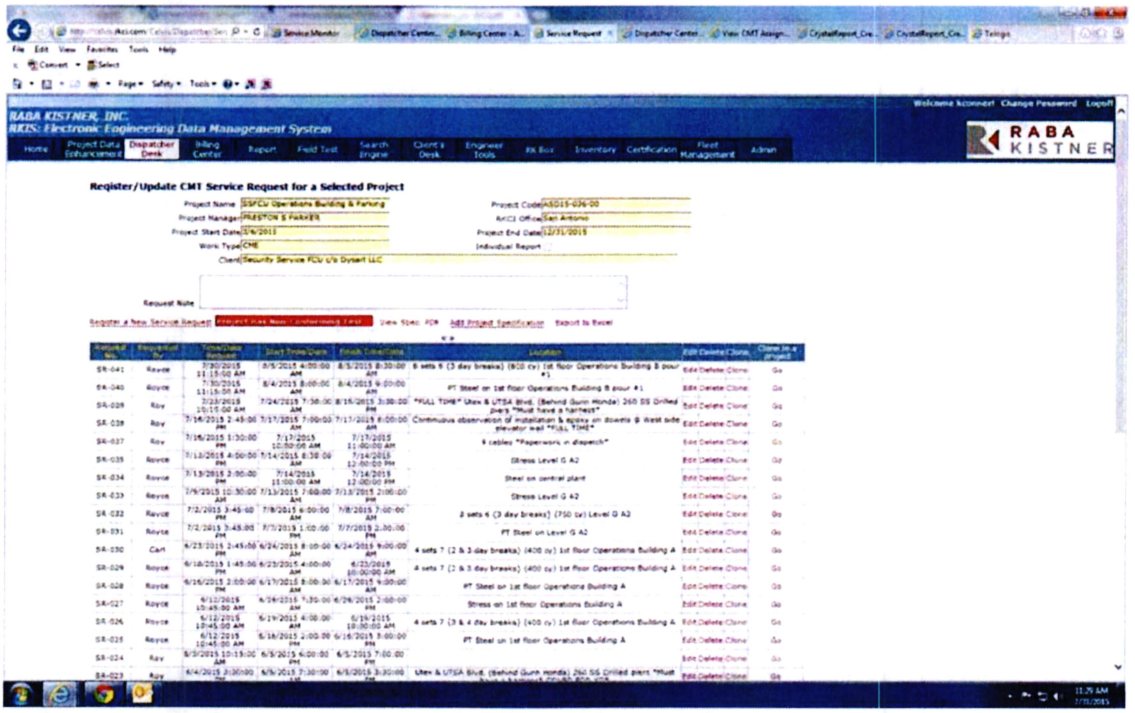
Raba Kistner has several ways to keep the City of Edinburg appraised of project status. The following describes some of these processes:

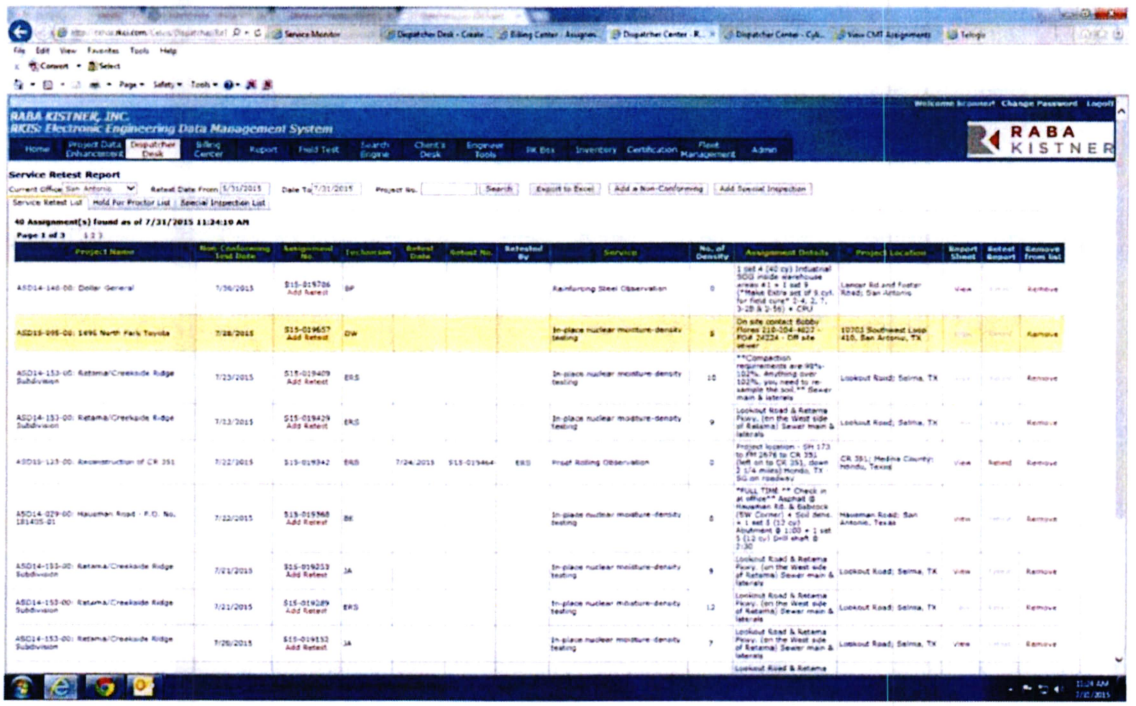
— RABA KISTNER INFORMATION MANAGEMENT SYSTEM

Raba Kistner has developed Raba Kistner Information Management System (RKIS), an award-winning electronic data management system that allows clients to access project- specific information online. RKIS offers the ability to transmit daily inspection reports and test results; perform statistical analysis of acceptance test results; and monitor deficiencies, non- conformances, and risks. RKIS provides authorized users access to information from anywhere in which internet access is available.

Raba Kistner will provide the City of Edinburg management, design, and general contracting team with user IDs and passwords to access information for specific projects. The RKIS system will help the team to track field technician scheduling and research project test results. This reduces the amount of time project managers would typically spend on the telephone and at the office seeking information or researching hard copy test results. Our web-based system also contains an engineer's desk in which spread sheets of test data and statistical data related to concrete soils data is available.

RKIS Screenshots





— STATUS OF FIELD TECHNICIAN SCHEDULING AND FIELD OBSERVATION AND MATERIALS LABORATORY RESULTS

The City of Edinburg and the construction team can access field technicians dispatch schedules and preliminary field observation and test results online through Raba Kistner's RKIS system.

— PROJECT MANAGER COMMUNICATION

Raba Kistner's Project Manager can access all of the project's field personnel by cellular phone and Nextel radios for status of conditions at the project site.

— FIELD OBSERVATION AND MATERIALS LABORATORY RESULTS

- Raba Kistner reports test failures immediately by telephone to the project contractor, owner's representative, and design Engineer.
- Raba Kistner can give daily inspection reports and materials test results verbally within 24 hours after completion of each work shift.
- Raba Kistner will issue type-written reports within seven days after completion (sooner, if needed).
- Raba Kistner field technicians document verbal conversations on the project site and include notations of such in the reports.



Quality Assurance/Quality Control Program

Ensuring the Quality of the Work Product

The City of Edinburg's projects will benefit from Raba Kistner's company-wide Quality Management System (QMS) that has recently been ISO 9001 certified and adopts the process approach as described in ISO 9001 through the identification of key processes associated with providing services and work products to our clients as detailed in project requirements. In addition our quality system follows accepted baseline practices in compliance with internationally accepted criteria for competence (ISO/IEC 17025:2005). All employees including principals who have achieved the Project Manager level have successfully completed a three-part project management training program, taught by an outside consultant, which includes training in technical writing, technical review, file management, financial accounting and tracking, and loss prevention.

All project deliverables will be subject to our internal technical review process. Geotechnical Engineering reports are signed and sealed by a Raba Kistner licensed professional engineer.

Specialty Certifications & Accreditations

Raba Kistner's engineering staff and independent laboratories are among the largest and most thoroughly equipped. All of our materials laboratories meet rigorous standards for testing and analysis procedures and advanced equipment calibration. We serve in leadership roles and are accredited by and/or affiliated with:

- American Association of State Highway and Transportation Officials (AASHTO)
- US Army Corps of Engineers (USACE)
- American Society for Testing of Materials (ASTM E 329)
- Geoprofessional Business Association (GBA)
- National Institute for Standards and Technology (NIST)
- Texas Council of Engineering Laboratories (TCEL)
- American Association for Laboratory Accreditation (A2LA)

The American Association of State Highway and Transportation Officials (AASHTO), the U.S. Army Corps of Engineers (USACE), and the American Association for Laboratory Accreditation (A2LA) have accredited our facilities in asphalt, concrete, aggregate and soils—few laboratories in Texas have earned this distinction.

AASHTO has issued accreditation to our McAllen laboratory facility in asphalt, concrete, aggregate, and soils since 2005. We are proud to have consistently maintained this distinction for thirteen consecutive years. Further, USACE has validated our McAllen office facility. Raba Kistner's McAllen facility is the testing laboratory in the Rio Grande Valley holding the largest number of accredited tests under both of these distinctions.

Trained and certified in a range of procedures, our technicians conduct many field and laboratory tests that are customized for projects upon request. The American Association of State Highway and Transportation Officials (AASHTO), the American Association Laboratory Accreditation (A2LA), and the U.S, Army Corps of Engineers not only accredit our materials laboratories, but also our field testing operations as well. These accreditations confirm that our laboratories and field testing meet rigorous standards for testing and analysis procedures and equipment calibration.

Laboratory Testing Equipment

Our geotechnical laboratory is equipped with standard test equipment to conduct soil classification tests such as Atterberg Limits, mechanical and hydrometer grain size distribution and strength tests including unconfined compression, un-drained triaxial compression, and direct shear. The lab also conducts other complex tests such as triaxial compression with pore pressure measurements, consolidation tests, permeability tests, swell and pressure-swell tests, and field and laboratory CBR determinations.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO ACCREDITED

Raba Kistner laboratories are accredited by the American Association of State Highway and Transportation Officials (AASHTO) in the disciplines of Portland Cement Concrete Testing, Aggregate Testing, Soils, and Hot Mix Asphalt. AASHTO is a nonprofit, nonpartisan association representing highway and transportation departments in the 50 states, the District of Columbia, and Puerto Rico. It represents all five transportation modes: air, highways, public transportation, rail, and water. The primary goal of AASHTO is to foster the development, operation, and maintenance of an integrated national transportation system. The accreditation is based upon an onsite assessment of our quality assurance/quality control (QA/QC) program. This assessment verifies the training of employees, calibration of equipment, and adherence to testing procedures.

U.S. Army Corps of Engineers Inspections

US Army Corps of Engineers®

Raba Kistner's laboratory is validated for construction materials testing and inspection on U.S. Army Corps of Engineers' projects. Representatives of the U.S. Army Corps of Engineers inspect the Raba Kistner laboratories and review our Quality Assurance Programs and documentation.

ASTM E 329 Compliance

Raba Kistner meets the requirements, basic and supplemental, of ASTM E 329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction." We participate in the development of standards for ASTM, and have team members who actively participate on committees applicable to their industry.

National Institute for Standards and Technology (NIST)

The Materials Reference Laboratory of the NIST periodically inspects Raba Kistner's facilities. We participate in the CCRL cement and concrete reference sample program and the AASHTO soil reference sample program of the NIST. Raba Kistner's testing equipment is calibrated annually, using test equipment with accuracy traceable to the National Institute of Standards and Technology equipment.

Geoprofessional Business Association (GBA) Peer Review

GEOPROFESSIONAL BUSINESS ASSOCIATION

Raba Kistner is active in GBA and its peer review program. A team of 3 to 4 experienced professionals from other member firms conducts this review over an intensive 2 to 3 day period. The team examines documents and practices related to the firm's organization, staff, work product, and professional activities. It visits and examines physical facilities, reviews manuals, reports, proposals and observes daily operations. GBA's peer review program has been used as a model for other professions and is highly regarded on a national basis. It improves the quality of geotechnical engineering practice by GBA member firms to better serve their clients and thus better protect public safety and welfare.

Corporate PE License



Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Raba Kistner, 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-3257

Expiration Date
1/31/2023

AASHTO Accreditation



AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AASHTO

Raba Kistner, Inc.

in

McAllen, Texas, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 04/20/2021 at 3:38 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

USACE Validation

MTC
MATERIALS TESTING CENTER

USACE CERTIFICATE
OF
LABORATORY VALIDATION

ERDC

Raba-Kistner Consultants, Inc.
800 East Hackberry Avenue
Mcallen, TX, United States
Isidoro Arjona
(956) 682-5332

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:
16 DEC 2019 AT 22:06 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 12/16/2021

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: https://mtc.erdc.dren.mil

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

AGGREGATE

Aggregate - C 29 - Opt - Unit Weight and Voids in Aggregate
Aggregate - C 40 - Opt - Organic Impurities
Aggregate - C 117 - Req - Material Finer than 75 µm (No. 200) Sieve
Aggregate - C 127 - Req - Specific Gravity & Absorption in Coarse Aggregate
Aggregate - C 128 - Req - Specific Gravity & Absorption in Fine Aggregate
Aggregate - C 136 - Req - Sieve Analysis of Aggregates
Aggregate - C 142 - Opt - Clay Lumps
Aggregate - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Aggregate - C 566 - Opt - Total Moisture Content
Aggregate - C 702 - Opt - Reducing Samples to Testing Size
Aggregate - C 1077 - Opt - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Aggregate - D 2419 - Opt - Sand Equivalent Value
Aggregate - D 3666 - Opt - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Aggregate - D 4791 - Opt - Flat and Elongated Particles in Course Aggregate
Aggregate - D 5821 - Opt - Percentage of Fractured Particles in Coarse Aggregate

BITUMINOUS

Bituminous - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Bituminous - D 2041 - Req - Theoretical Maximum Specific Gravity & Density (Rice)
Bituminous - D 2726 - Req - Bulk Specific Gravity and Density
Bituminous - D 2950 - Req - Density of Bituminous Concrete in Place by Nuclear Methods
Bituminous - D 3203 - Req - Percent Air Voids
Bituminous - D 3666 - Opt - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Bituminous - D 5444 - Req - Mechanical Size Analysis of Extracted Aggregate
Bituminous - D 6307 - Req - Asphalt Content of Hot-Mix Asphalt by Ignition Method
Bituminous - D 6925 - Req - Relative Density of Asphalts by Superpave Gyratory Compactor
Bituminous - D 6926 - Req - Preparation of Bituminous Specimens using Marshall
Bituminous - D 6927 - Req - Marshall Stability and Flow of Bituminous Mixtures

CONCRETE

Concrete - C 31 - Req - Making and Curing Test Specimens in the Field
Concrete - C 39 - Req - Compressive Strength of Cylindrical Specimens
Concrete - C 42 - Opt - Drilled Cores and Sawed Beams
Concrete - C 138 - Req - Unit Weight and Air Content by Gravimetric
Concrete - C 143 - Req - Slump
Concrete - C 172 - Req - Sampling
Concrete - C 173 - Req - Air Content by Volumetric ***required if C231 not performed***
Concrete - C 231 - Req - Air Content by Pressure ***required if C173 not performed***
Concrete - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Concrete - C 511 - Opt - Moist Cabinets, Moist Rooms, Water Storage Tanks
Concrete - C 617 - Opt - Capping Cylindrical Specimens
Concrete - C 1064 - Req - Temperature of Concrete
Concrete - C 1077 - Opt - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Concrete - C 1231 - Opt - Unbonded Caps

SOILS

Soils - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Soils - D 421 - Req - Dry Preparation for Particle Size Distribution & Soil Constants
Soils - D 422 - Req - Particle Size Analysis
Soils - D 558 - Req - Moisture-Density of Soil-Cement
Soils - D 698 - Req - Compaction Characteristics by Standard Effort
Soils - D 1140 - Req - Material Finer than 75 m (No. 200) Sieve
Soils - D 1556 - Req - Density & Unit Weight by Sand Cone
Soils - D 1557 - Req - Compaction Characteristics by Modified Effort
Soils - D 1883 - Req - CA Bearing Ratio (CBR)
Soils - D 2166 - Req - Unconfined Compressive Strength
Soils - D 2216 - Req - Water Content
Soils - D 2487 - Req - Classification of Soils
Soils - D 3740 - Opt - Soil and Rock Testing Standards (Quality Standard)
Soils - D 4318 - Req - Liquid & Plastic Limits & Plasticity Index
Soils - D 6938 - Req - Density and Water Content by Shallow Depth Nuclear Method

TxDOT Accreditation

Texas Department of Transportation

Certificate of Accreditation

This is to signify that

Raba Kistner -McAllen Laboratory

Has demonstrated proficiency in the tests listed below and has met the minimum requirements set forth by the TxDOT Quality Assurance Program for Independent Assurance

Tex-100-E, 101-E, 102-E, 103-E, 104-E, 105-E, 106-E, 110-E (Part I), 113-E, 114-E, 116-E, 117-E, 120-E (Part I), 121-E (Part I), 128-E, 129-E, 140-E, 145-E.

Presented by,

Laredo District (District 22)
Texas Department of Transportation

Texas Department of Transportation

DocuSigned by:
Ramon Rodriguez 1/9/2020
48FF39351CC14B1...

Ramon J. Rodriguez, Lab Supervisor

Team Members Qualifications and Experience

Resumes of Key Personnel



Katrin Leonard, PE

VICE PRESIDENT

PROJECT ROLE: PROJECT MANAGER & GEOTECHNICAL TASK LEADER

Ms. Leonard is recognized for her commitment to meeting client objectives for prompt and practical facilities engineering solutions. As Vice President of Raba Kistner's Rio Grande offices, she has assumed progressive responsibility in management, administration, and coordination of geotechnical and facilities services throughout South Texas, the Texas/México border, and Northern México.

Ms. Leonard earned her Bachelor of Science degree in Civil Engineering from Carleton University in Ontario, Canada. She is registered as a Professional Engineer by the State of Texas.

On a day-to-day basis, Ms. Leonard provides project management in several areas of facilities engineering. Her project assignments address subsurface reconnaissance studies, soil investigations, residential observation, and foundation and pavement design recommendations. Her responsibilities include preparation, design and analysis, and review of plans, specifications, reports, and cost and quantity estimates for industrial, commercial, residential, and educational projects.

Ms. Leonard has had the opportunity to excel at a diversity of significant projects. Working as a team and on her own, she has experience in project management/administration of numerous educational and institutional health facilities, bank buildings, retail shopping centers, water and wastewater treatment plants for city and state Economically Distressed Area Programs, and transportation efforts, including airports, communication towers, and streets.

Ms. Leonard is dedicated to her profession and community. She volunteers time to numerous organizations and continues to enhance her engineering qualifications through regular participation in professional training seminars.

AREAS OF EXPERTISE
Geotechnical Engineering
Construction Materials Engineering
Facilities Engineering

YEARS OF EXPERIENCE
22 years

REGISTRATION
Professional Engineer:
Texas No. 95810
Granted: 6/2/2005
Expires: 3/31/2022

EDUCATION
B.S., Civil Engineering
Carleton University, Ontario, 1999



Edwin Manrique

GRADUATE ENGINEER

ROLE: CONSTRUCTION MATERIALS TESTING PROJECT MANAGER

Mr. Manrique serves as a Graduate Engineer in the Rio Grande Valley. In this role, his primary responsibilities include performing geotechnical, facilities, and materials engineering investigations and report preparation, as well as foundation design under the guidance of senior professional engineers.

On a day-to-day basis, Mr. Manrique provides engineering support and manages a variety of projects and investigations, which include engineering observation at new and existing building sites, direction and oversight of field and exploration staff and subcontractors for field services, and pier and foundation inspection. Mr. Manrique is also responsible for classification of samples, assignment of testing regimens in the laboratory, interpretation of engineering data, performing engineering calculations and analysis, and report preparation.

Mr. Manrique's work addresses diversified private and public sector projects. His current assignments include performing field logging activities if engineering supervision is required during drilling operations, performing data collection and field observations on facilities and forensics projects, classifying soil samples in the laboratory, preparing hand written logs, and submitting for preparation of finished boring logs. In addition, he prepares laboratory testing assignments on projects in accordance with the testing program established in the proposal. He also analyzes field data and laboratory test results and performs calculations necessary for completion of engineering reports.

Mr. Manrique has worked in a variety of settings throughout the industry giving him well-rounded experience. Mr. Manrique's work contributes to success in helping clients select appropriate means and methods for achieving their project objectives.

AREAS OF EXPERTISE

Geotechnical Engineering
Construction Materials Engineering and Testing

YEARS OF EXPERIENCE

2 years

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers (ASCE), Member

Society of Hispanic Professional Engineers and Mexican American Engineering Society Member

EDUCATION

B.S., Civil Engineering
Texas A&M University, Kingsville, 2018

Team Member Experience with City of Edinburg Projects

KATRIN LEONARD, PE - PROJECT MANAGER, GEOTECHNICAL ENGINEERING

- North-South Segment of Beta Drive
- Evangeline Gardens Sewer Improvements
- Chapin Road Sanitary Sewer Improvements
- Proposed Police Department Training Facility
- Observations of Reported Settlement
- Proposed Edinburg Fire Station No. 5
- Proposed Lift Station No. 42 Rehabilitation
- Proposed City of Edinburg Park Improvements
- Proposed Shavano Drive Evaluation
- Proposed Edinburg Parks Restroom Additions
- City of Edinburg New Restroom Buildings at Edinburg Municipal Park & Dr. Diaz Park
- Landfill Unit 6 Cell 6B Construction
- South Central OTS
- City of Edinburg Monmack Heights
- City of Edinburg Oso Grande Estates Subdivision
- Monitoring Well and Gas Probe Installations - Edinburg Regional Disposal Facility
- City of Edinburg Pueblo de Palmas
- City of Edinburg Transit Station
- TCEQ Groundwater Monitoring and Reporting Services 2020 - Edinburg Regional Disposal Facility
- City of Edinburg Hacienda Victoria Estates Subdivision
- Regional Disposal Facility
- City of Edinburg Hacienda Victoria Estates Subdivision

EDWIN MANRIQUE - PROJECT MANAGER, CONSTRUCTION MATERIALS TESTING

- North-South Segment of Beta Drive
- Evangeline Gardens Sewer Improvements
- Chapin Road Sanitary Sewer Improvements
- Proposed Police Department Training Facility
- Observations of Reported Settlement
- Proposed Edinburg Fire Station No. 5
- City of Edinburg New Restroom Buildings at Edinburg Municipal Park & Dr. Diaz Park
- Landfill Unit 6 Cell 6B Construction
- South Central OTS
- City of Edinburg Monmack Heights
- City of Edinburg Oso Grande Estates Subdivision
- Monitoring Well and Gas Probe Installations - Edinburg Regional Disposal Facility
- Proposed Lift Station No. 42 Rehabilitation
- Proposed City of Edinburg Park Improvements
- Proposed Shavano Drive Evaluation
- Proposed Edinburg Parks Restroom Additions
- City of Edinburg Pueblo de Palmas
- City of Edinburg Transit Station
- TCEQ Groundwater Monitoring and Reporting Services 2020 - Edinburg Regional Disposal Facility
- City of Edinburg Hacienda Victoria Estates Subdivision
- Regional Disposal Facility
- City of Edinburg Hacienda Victoria Estates Subdivision

References and Team Member Experience

References

Reference #1

CLIENT: City of McAllen
REPRESENTATIVE: Yvette Barrera, PE, CFM
PHONE: 956.681.11.5
EMAIL: ybarrera@mcallen.net
SERVICES PROVIDED: Geotechnical Engineering and Materials Testing for multiple projects including street construction and reconstruction, parking lots sidewalks, traffic signals, city parks building and trails, athletic fields, pedestrian bridges, water and wastewater treatment plants, airport, sewer, monument signs, water tower, performing arts building, fire stations, water lines, various buildings, Boeye Reservoir redevelopment, Highway 281 improvements

Reference #2

CLIENT: City of Harlingen
REPRESENTATIVE: Carlos Sanchez, PE, CPM, CFM
PHONE: 956.216.5015
EMAIL: csanchez@myharlingen.us
SERVICES PROVIDED: Geotechnical Engineering and Materials Testing for multiple projects including hike and bike trails, parking lots, landfill monitoring, annual general fund street improvements

Reference #3

CLIENT: City of Brownsville
REPRESENTATIVE: Carlos Lastra, PE
PHONE: 956.541.1012
EMAIL: carlos.lastra@cob.us
SERVICES PROVIDED: Geotechnical Engineering and Materials Testing for multiple projects including street construction and reconstruction, Market Square revitalization, hike and bike trails, library expansion, airport cargo facility, park pools, bridge and drainage ditch, various buildings

Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 06/14/2022

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 5555 San Felipe Suite 1500 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allied World Surplus Lines Insurance Co	24319
INSURER B:	Zurich American Ins Co	16535
INSURER C:	American Guarantee & Liability Ins Co	26247
INSURER D:	Ironshore Specialty Insurance Company	25445
INSURER E:		
INSURER F:		

INSURED
Raba Kistner, Inc.
12821 West Golden Lane
San Antonio TX 78249 USA

COVERAGES **CERTIFICATE NUMBER:** 570093583397 **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. **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL0030509702	10/31/2021	10/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $5,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 0305096 02	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			AUC037275302	10/31/2021	10/31/2022	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	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		WC030509502	10/31/2021	10/31/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	E&O-PL-Primary			03121277 Claims Made SIR applies per policy terms & conditions	06/30/2021	12/31/2022	Aggregate Limit Each Claim	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

Holder Identifier :

Certificate No : 570093583397

CERTIFICATE HOLDER

Raba Kistner, Inc.
12821 West Golden Lane
San Antonio TX 78249 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.

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Insurance Claims in Last Five Years

Raba Kistner, Inc. (Raba Kistner) performs more than 1,000 projects a year across the state of Texas involving highly complex and expensive projects often exceeding $500 million and is occasionally listed as a related defendant in legal proceedings. Raba Kistner has been in business 52 consecutive years. We are currently not involved in any litigation whose outcome in any way would impact our ability to provide the services that Raba Kistner routinely performs for our clients. We vigorously defend each allegation and, to date, have not been found liable as a result on any lawsuit.

Professional Services Agreement

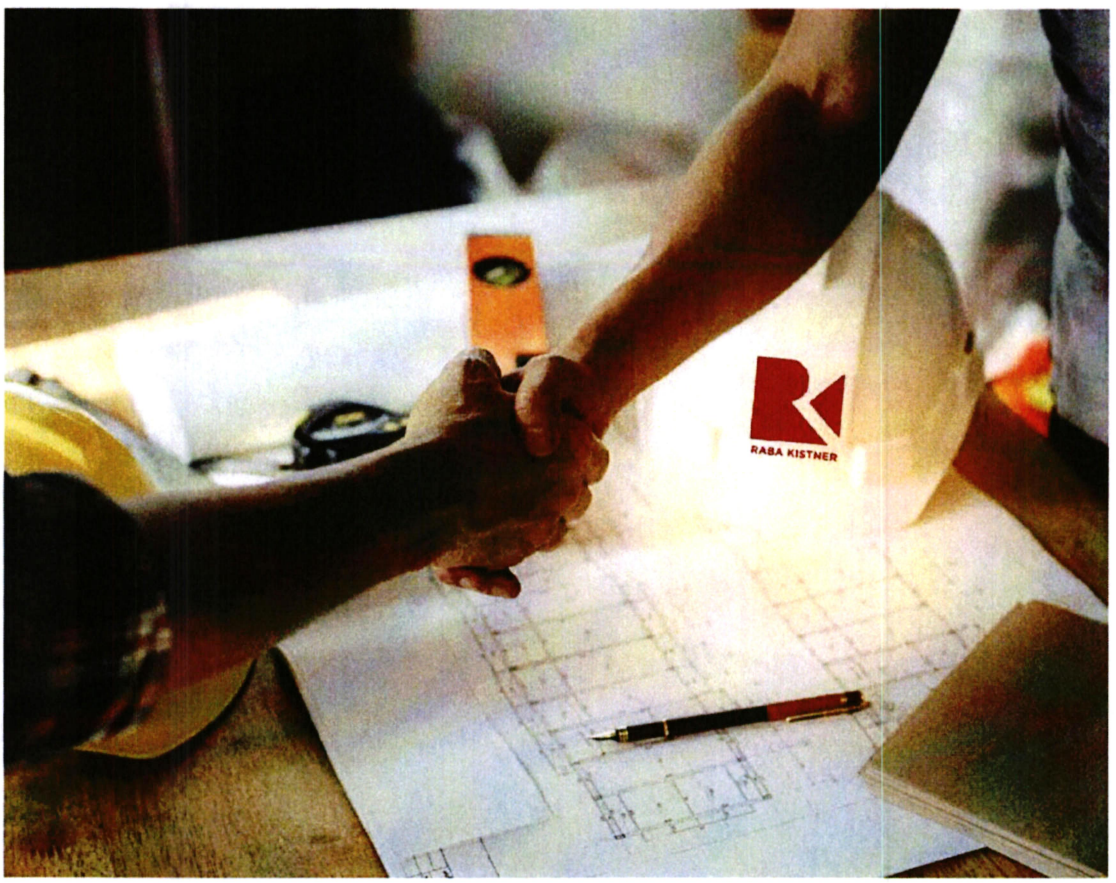
We have read the Professional Services Agreement and will meet the prerequisite insurance requirements and if selected agree to enter into such agreement.

Contact Information

For the purpose of successfully completing City of Edinburg projects, Katrin Leonard, PE, Vice President, Rio Grande Valley will serve as primary point of contact.

PRIMARY CONTACT
Katrin Leonard, PE
Vice President, Rio Grande Valley
800 East Hackberry
McAllen, Texas 78501
P 956.682.5332
F 956.682.5487
M 956.239.2022
kleonard@rkci.com

SECONDARY CONTACT
Donato Amaya Jr., CUTS, CIT
Business Development
800 East Hackberry
McAllen, Texas 78501
P 956.682.5332
F 956.682.5487
M 956.778.8587
damaya@rkci.com





— THE RABA KISTNER PURPOSE

To provide professional consulting services with passion and integrity, to help build a better world for our employees, their families, our clients, and the communities we serve.

RABA KISTNER

MCALLEN
800 East Hackberry
McAllen, Texas 78501

P 956.682.5332
F 956.682.5487
McAllen@rkci.com

WWW.RKCI.COM

SAN ANTONIO
12821 W Golden Lane
San Antonio, Texas 78249

SAN ANTONIO – PROJECT CONTROL
17300 Henderson Pass, Ste. 110
San Antonio, Texas 78232

AUSTIN
8100 Cameron Road, Ste. B-150
Austin, Texas 78754

AUSTIN – INFRASTRUCTURE
7700 Chevy Chase Drive
Bldg. 1, Ste. 110
Austin, Texas 78752

CONROE
1011 West Lewis Street
Conroe, TX 77301

DALLAS
19111 Dallas Parkway, Ste. 115
Dallas, Texas 75287

HOUSTON
3602 Westchase
Houston, Texas 77042

NEW BRAUNFELS
211 Trade Center, Ste. 300
New Braunfels, Texas 78130

BROWNSVILLE
1244 Robinhood Drive, Suite 101
Brownsville, Texas 78521

NEBRASKA
728 Q Street, Ste. A
Lincoln, Nebraska 68508

UTAH
7005 South 185 West
Midvale, Utah 84047

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA KISTNER, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-008

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/08/2022

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 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 #
Raba Kistner, Inc. 12821 West Golden Lane San Antonio TX 78249 USA	INSURER A:	Allied World Surplus Lines Insurance Co	24319
	INSURER B:	Zurich American Ins Co	16535
	INSURER C:	American Guarantee & Liability Ins Co	26247
	INSURER D:	Ironshore Specialty Insurance Company	25445
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570095232289 **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.

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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY / X PRO-JECT / LOC OTHER			GL0030509702	10/31/2021	10/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $2,000,000 $2,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP 0305096 02	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION			AUC037275302	10/31/2021	10/31/2022	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC030509502	10/31/2021	10/31/2022	X PER STATUTE / OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	E&O-PL-Primary			03121277 Claims Made SIR applies per policy terms & conditions	06/30/2021	12/31/2022	Aggregate Limit Each Claim	$1,000,000 $1,000,000

Certificate No : 570095232289

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ # 2022-008, Project Description: Geo-Technical Engineering Services.
City of Edinburgh is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Edinburg
415 West University Drive
Edinburg TX 78541 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.

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EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA KISTNER, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-008

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES

REFERENCE	FIELD SERVICES	RATES
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	$25.30/ft
	Soil (Below 50 ft.)	$27.02/ft
	Soft Rock	By Quote
	Nx Rock Core	
	Rock Coring	By Quote
	Field Logging Services	
	Engineering Technician	$ 63.28/hr
	Registered Geologist	$161.00/hr
	Staff Engineer (E.I.T.)	$150.00/hr
	Licensed Professional Engineer (P.E.)	$208.50/hr
	Field Coordination	
	Field Engineer (E.I.T.)	$150.75/hr
	Engineering Technician (Flagman)	$ 63.28/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	$415.38/ls
	Field Logger Trip Charge	$1.25/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	$235.22/hr
	Mileage – Non-Drilling Equipment	$ 1.25/mile
	Grout/Bentonite Backfill	$ 7.25/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	$61.02/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%

REFERENCE	LABORATORY SERVICES	RATES
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	$115.47/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	$ 13.53/ea
	Shrinkage Limit in Conjunction with Atterberg Limits	
ASTM D 427	a) Volumetric	$152.00/ea
	b) Linear (TxDOT, TEX-107-E)	$ 83.60/ea
ASTM D 422;	Sieve Analysis	
TxDOT, TEX-101-E;	a)Washed Through No. 40 (Up to 5 Sieves)	$ 81.49/ea
TxDOT, TEX-110-E	b)Washed Through No. 200 (Up to 4 Sieves)	$ 85.33/ea
	c) Additional Sieves	$ 15.12/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	$ 62.43/ea

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

REFERENCE	LABORATORY SERVICES	RATES
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	$ 88.80/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	$ 326.31/ea
ASTM D 2166	Unit Dry Weight	$ 42.50/ea
ASTM 4318	Lime Series	$ 443.31/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight) a) Soil Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends	 $ 59.36/ea $ 75.55/ea $ 16.25/end
ASTM D 2850	Triaxial Compression Unconsolidated-Undrained, Multistage	 $ 412.50/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	 $ 328.25/ea $ 640.50/ea
ASTM D 2435	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	 $1,019.50/ea
	Corrosivity (pH, chloride, sulfate, resistivity)	$ 516.75/ea
	pH	$ 77.32/ea
	Resistivity	$ 348.25/ea
	Sulfate Content	$ 103.47/ea
	Chloride Content	$ 67.50/ea
	Swell Test a) Method "A" b) Method "B" a) Method "C" b) Modified Method "B"	 $ 1,507.00/ea $ 264.50/ea $ 1,810.00/ea $ 201.04/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	$ 254.00/hr
Licensed Professional Engineer (P.E.)	$ 165.00/hr
Staff Engineer, E.I.T.	$ 131.00/hr
Registered Geologist	$ 161.00/hr
Draftsman	$ 106.00/hr
Outside Professional Services	Cost + 15%
Additional Insured	$ 304.00/ea
Secretarial	$ 66.50 to 113.00/hr
Vehicle Travel Charge	$ 0.84/mile

NOTE: Geotechnical engineering services costs will be computed based on the above referenced field, laboratory, and personnel and equipment unit rates once specific project(s) and related scope of service(s) have been identified. The fee schedule presented in this attachment is subject to an annual 4% increase to reflect the increases in costs in the provision of the services.

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ALKALI-SILICA REACTIVITY					
REFERENCE	**LABORATORY SERVICES**		**UNIT RATES**		
ASTM C 1260	Potential Alkali Reactivity of Aggregate Mortar Bar Method				
	Fine Aggregate	2UKFA	$	835.00	/ea
	Coarse Aggregate	2UKFF	$	1,112.50	/ea
ASTM C 1260	Concrete Mix Design				
	Initial Mix with Two Components	2UKFG	$	1,243.50	/ea
ASTM C 1567	Concrete Mix Design				
	Initial Mix with Multiple Components	2UKFK	$	1,540.00	/ea
ASTM C 1012	Lengh Change of Hydraulic-Cement Mortars Exposed to a				
	Sulfate Solution	2UKFI	$	2,180.00	/ea
ASTM C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations				
	Mortar Bar Method	2UKFB	$	577.50	/set
ASTM C 1293	Concrete Aggregates by Determination of Length Change of				
	Concrete Due to Alkali-Silica Reaction	2UKFC	$	2,225.00	/ea
ASTM C 441	Effectiveness of Mineral Admixtures on Ground Blast Furnace				
	Slag in Preventing Excessive Expansion of Concrete Due to				
	Alkali-Silica Reaction	2UKFD	$	1,317.50	/mix

APARTMENT STRUCTURAL OBSERVATION					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
	Shear Wall Anchorages	5Q430		$ 71.25	/hr
	Shear Wall Hurricane Straps	5Q431		$ 396.25	/hr
	Shear Wall Nailing Patterns	5Q432		$ 71.25	/hr
	Interior and Exterior Shear Walls	5Q433		$ 92.25	/hr
	Roof Trusses	5Q434		$ 92.25	/hr
	Floor Truss Framing	5Q435		$ 92.25	/hr

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ASPHALTIC CONCRETE					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
ASTM D 75	Sampling Raw Materials of Composite Mix				
	Technician Time	5QT00		$ 64.25	/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature				
	Technician Time	5Q401		$ 78.00	/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination				
	Technician Time	5Q419		$ 78.00	/hr
ASTM D 2950	Nuclear Density Test with Inspection	5Q0R5		$ 21.00	/ea
	Nuclear Density Test	5Q0M0		$ 27.95	/ea
	Coring (See Coring Fee Schedule)				
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	5UBMH		$ 372.75	/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	5UBMF		$ 226.37	/ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	5UBW3		$ 86.88	/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test	5UBJ0		$ 89.08	/set
	a) Molded Specimen	5UBW3		$ 83.25	/set
	b) Asphalt Core (Technician Time)	5Q411		$ 81.67	/hr
	Laboratory Core Density	5X129		$ 28.00	/ea
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor)	5UB6L		$ 89.00	/set
	Hveem (Gyro Compactor)	5UB6Q		$ 113.50	/set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA	2QWZW		*$ 2,890.00*	*/ea*
	TxDOT Quality Control/Quality Assurance	2QWZX		*$ 2,890.00*	*/ea*
	TxDOT CMHB	2UKV0		*$ 4,100.00*	*/ea*
	TxDOT Calibration Mix and Pans	2WC1N		*$ 482.75*	*/ea*
	TxDOT Black Base Design, Item 345	2WC1P		*$ 2,175.00*	*/ea*

ASPHALTIC CONCRETE (Continued)					
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	5UB4B		$ 76.75	/ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	5UPL0		$ 102.53	/ea
AASHTO TP 33	Fine Aggregate Angularity	5WCNC		$ 74.50	/ea
ASTM D 4791-95	Flat and Elongated Particles	5UB6B		$ 65.88	/ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	5UB5B		$ 84.00	/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	5UBAB		$ 90.00	/ea
TxDOT, TEX-411-A;	Sulfate Soundness (Time and Test)				
ASTM C 88	Preparation Time	2U002		*$ 71.25*	*/hr*
	a) Magnesium - 5 Cycle	2UB3S		*$ 612.40*	*/ea*
	b) Sodium - 5 Cycle	2UB3T		*$ 612.40*	*/ea*
ASTM C 131;	Los Angeles Abrasion Test (Time and Test)				
ASTM C 535	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	2UQR0		*$ 425.00*	*/ea*
Asphalt Inst. SP-2	Superpave TM Mix Design (Includes Aggregate, Specific Gravity				
TxDOT, Item 3066 AASHTO PP 28-95	and Sieve Analysis) (Does Not Include TSR)	2VREA		*$ 8,930.00*	*/ea*
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	5UBS0		$ 111.25	/ea
TxDOT, TEX-226-F;	Moisture Sensitivity Test (Tensile Strength Ratio Test)				
AASHTO T 283;	with Freeze/Thaw	2VRE0		*$ 775.00*	*/ea*
ASTM D 4867	without Freeze/Thaw	2VRD0		*$ 605.00*	*/ea*
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM)				
	Mixture Design	2UB6S		*Upon Request*	
	Mixture Verifiction (QC) Strength,				
	Stability (Hveem, Modified Marshall)	2UB6R		*$ 1,140.00*	*/set*
TxDOT, TEX-126-E	Molding and Strength	2UB61		*$ 554.00*	*/set*
TxDOT, TEX-208-F (Modified)	Molding and Hveem	5UB62		*$ 210.25*	*/set*

ASPHALTIC CONCRETE (Continued)				**UNIT RATES**	
ASTM D 1559	Molding and Marshall	5UB63		$ 199.00	/set
TxDOT, TEX-103-E	Molded Moisture Content	2UQV0		*$ 17.00*	*/ea*
TxDOT, TEX-461-A (2005); ASTM D 6928-10	Micro-Deval Abrasion	2UL24		*$ 334.00*	*/ea*

BUILDING ENVELOPE					
REFERENCE	**CONSULTING SERVICES**		**UNIT RATES**		
	Senior Architect		$	222.50	/hr
	Senior Business Envelope Consultant		$	156.00	/hr
	Senior Project Manager		$	145.00	/hr
	Business Envelope Consultant		$	128.00	/hr
	Intern Architect		$	105.50	/hr
	Business Envelope Observer		$	100.00	/hr
	Business Envelope Technician		$	89.00	/hr
	Secretarial		$	67.00	/hr
BLAST MONITORING					
REFERENCE	**FIELD SERVICES**		**UNIT RATES**		
USBM	The Following Rates Include Travel Time Charges and Technician Time Charges				
	Hourly Rate	5Q437	$	92.25	/hr
	If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring				
	Seismic Equipment Rental (Minimum of 1 Per Month) Technician Time	Q437	$	92.25	/hr
	Materials Engineer	TS	$	189.00	/hr

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

BRICK					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
	Masonry Observations	5Q410		$ 82.00	/hr
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ASTM C 62	Compressive Strength				
	Preparation Time	5U002		$ 70.00	/hr
	Saw Cut (If Required)	5UL20		$ 2.00	/sq.in
	Compressive Strength Testing of Standard Size Specimens	5UFH0		$ 41.75	/ea
	Initial Rate of Absorption (Lab)	5UFAM		*$ 185.75*	*/ea*
	Absorption Test	5UFA0		*$ 53.50*	*/ea*
	Modulus of Rupture (Standard Size)	5UEA1		*$ 361.00*	*/set*
	Freeze/Thaw	2VGLV		*$ 550.00*	*/set*
	Efflorescence	5UEA2		*$ 545.00*	*/set*
	Breaking Load	5UEA4		*$ 297.00*	*/set*

BUILT-UP ROOFING				
REFERENCE	**FIELD SERVICES**		**UNIT RATES**	
	Observation by Materials Technician During Installation Including Verification of Materials, Asphalt Application Rates, Proper Lapping of Felt Material, Proper Insulation and Quantity of Aggregate	2Q410	$ 71.25	/hr
REFERENCE	**LABORATORY SERVICES**		**UNIT RATES**	
	Sample Testing and Analysis Including Determining Number of Felt Paper Plies, Weight of Interply Layers of Bituminous Material, Weight of Flood Coat and Weight of Aggregate Surface Materials, and Photographs of Each Item (Sampling by Others)			
ASTM D 3617	a) New Roofs Prior to Application of Flood Coat and Aggregate Surfacing	2UND6	$ 650.00	/sam
ASTM D 2829	b) Existing Roofs	2UNE5	$ 740.00	/sam
	ROOF SURVEYS		**UNIT RATES**	
	Nuclear Gauge In-Place Moisture Measurements at 10-ft. Centers	2Q420	$ 71.25	/hr
	Moisture Plume Identification	2Q420	$ 71.25	/hr
	Roof Layout with Moisture Readings	2Q420	$ 71.25	/hr

CEMENT TREATED BASE / SUBGRADE					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
PCA	Sampling Raw Materials for Mix Verification				
	Technician Time	5QT00		$ 64.25	/hr
	Sampling Contractor Processed Material				
	Technician Time	5QT00		$ 64.25	/hr
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
PCA	Molding Controlled Processed Material	5VST5		$ 103.50	/ea
PCA	Unconfined Compressive Strength Testing	5VSGR		$ 46.50	/ea
ASTM D 559;	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles)				
ASTM D 560	Wet Dry/Freeze Thaw	2VS90		*$ 834.50*	*/set*
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg				
	Limits	2VSRS		$ 640.50	/ea
	Mix Design				
PCA	Mix Design - Cement Treated Base (Does Not Include				
TxDOT, TEX-120-E	Durability)	2VSRR		$ 1,785.00	/ea

CHEMICAL ADMIXTURE					
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ASTM C 494	Residue on Oven Drying	2UK1V		*$ 53.50*	*/ea*
ASTM C 494	pH	2UK0W		*$ 24.50*	*/ea*
ASTM C 494	Specific Gravity by Hydrometer	2UK58		*$ 29.00*	*/ea*
ASTM C 403	Setting Time by Hydraulic Penetrometer	2UKNY		*$ 175.00*	*/ea*
ASTM C 494	Admixture Certification Program	2UKFE		*Upon Request*	
ASTM C 260	Admixture Certification Program	2UKFE		*Upon Request*	

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
ASTM C 31;	Sampling Concrete to Conduct Slump Tests, Measure Concrete				
ASTM C 172;	Temperature, Cast Test Specimens and Transport				
ASTM C 143	Test Specimens to Laboratory Next Day				
	Technician Time	5QT00		$ 63.25	/hr
	Pick-Up of Test Specimens	5Q055		$ 60.75	/hr
	Standby Time	5Q600		$ 64.50	/hr
ASTM C 39;	Cylinder Compressive Strength Testing and Reporting				
ASTM C 617	(In Conjunction with Sampling)				
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural				
	(Minimum of 4)	5QFXE		$ 19.41	/ea
	b) 3x6 - Lightweight Insulating Cellular				
	(Minimum of 6 - Includes Two Dry Densities)	5QNL0		$ 37.00	/ea
	c) "Hold" Cylinder (Additional Charge)	5QGP0		$ 13.65	/ea
	d) "Strip" Cylinder (Additional Charge)	5QGY0		$ 14.05	/ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	5QFXG		$ 23.75	/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	5QFXG		$ 31.29	/ea
	g) Dry Density - Concrete Cylinder	5QGMH		$ 67.50	/ea
ASTM C 78	Flexural Strength Testing and Reporting				
	(In Conjunction with Sampling Beams)	5QMXC		$ 56.00	/ea
	Air Content (In Conjunction with Sampling)				
ASTM C 231	a) Pressure	5QBT0		$ 32.90	/ea
ASTM C 173	b) Volumetric	5QB40		$ 39.23	/ea
AASHTO T 199	c) Chase	5QBE0		$ 24.00	/ea
ASTM C 138	Unit Weight	5QX00		$ 63.33	/ea
ASTM C 143	Additional Slump Test	5QGWA		$ 28.13	/ea
ACI 311;	Concrete Plant Observation - To Observe and Record Aggregate				
ACI 304	Types, Batch Weights, Concrete Consistency and Mixing Time				
	Technician Time	5Q422		$ 74.25	/hr
ACI 311;	Concrete Site Observation - To Record the Consistency of Concrete,				
ACI 304	Verify and Adjust Slump within Project Specifications and Sample				
	for Test Specimens				
	Technician Time	5Q422		$ 74.25	/hr
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ACI 211.1	Hardrock Concrete Mix Design Calculations and				
	Proportioning to Include Six Confirmatory Cylinders				
	(Physical Properties Not Included)	5VUR0		$ 450.00	/ea

CONCRETE (Continued)

REFERENCE	LABORATORY SERVICES		UNIT RATES	
ACI 211.1 (303.R)	Architectural Mix Design	2VAR0	*$ 499.00*	*/ea*
ACI 211.2	Lightweight Structural Mix Design	2VLR0	*$ 470.00*	*/ea*
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	2VMVT	*$ 499.00*	*/ea*
ASTM C 1202	Chloride Ion Permeability	2QAOA	*$ 477.98*	*/set*
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	5VGGK	$ 42.00	/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	2VT5B	*$ 133.75*	*/ea*
ASTM C 666	Freeze-Thaw Test	5VGLV	*$ 550.00*	*/set*
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	2VGJB	*$ 180.00*	*/ea*
ASTM C 803	Windsor Probe (includes Surface Preparation)	2VGLW	*$ 71.00*	*/hr*
ASTM C 805	Schmidt Rebound Number	5VGLX	$ 130.00	/hr
ASTM C 157	Length Change of Mortar or Concrete	5VGNN	$ 1,112.50	/set

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE AGGREGATES					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
ASTM D 75;	Sampling Concrete Aggregates				
TxDOT, TEX-400-A	Technician Time	5QT00		$ 64.50	/hr
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ASTM C 566	Moisture Content	5UQV0		$ 13.75	/ea
ASTM C 29;	Unit Weight (Coarse or Fine)				
	a) Loose	5UH9N		$ 57.17	/ea
	b) Rodded	5UH9N		$ 46.81	/ea
ASTM C 127;	Specific Gravity (Coarse or Fine)	5UB5B		$ 82.59	/ea
ASTM C 128;					
TxDOT, TEX-201-F					
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	5UBMI		$ 87.00	/test
	Absorption				
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	5UHAQ		$ 69.50	/ea
ASTM C 128;	b) Lightweight Aggregate (Coarse)	5UHAP		$ 38.00	/ea
TxDOT, TEX-201-F					
ASTM C 136;	Sieve Analysis (Dry) for ASTM C 33 Specification				
TxDOT, TEX-401-A	a) Coarse, Per Sample	5UH4J		$ 67.50	/ea
	b) Fine, Per Sample	5UH4K		$ 77.00	/ea
ASTM C 117;	Amount Finer Than No. 200 (Decantation)	5UH17		$ 62.43	/ea
TxDOT, TEX-406-A					
ASTM C 131;	Los Angeles Abrasion (Time and Test)	2UQR0		*$ 402.33*	*/ea*
ASTM C 535					
ASTM C 88;	Sulfate Soundness (Time and Test)				
TxDOT, TEX-411-A	Preparation Time	2U002		*$ 71.00*	*/hr*
	a) Magnesium - 5 Cycle	2UB3S		*$ 575.87*	*/ea*
	b) Sodium - 5 Cycle	2UB3T		*$ 575.87*	*/ea*
ASTM C 117;	Physical Properties of Aggregates - Includes Decantation,				
ASTM C 29;	Rodded Unit Weight, Specific Gravity, Absorption, Sieve				
ASTM C 127;	Analysis and Moisture Content (Per Aggregate Type and Size)				
ASTM C 128;	Conducted in Conjunction with Concrete Mix Design	5VGR3		$ 20.50	/ea
ASTM C 136;	Conducted Separate from Concrete Mix Design	5VG03		$ 280.00	/ea
ASTM C 566;					
TxDOT, TEX-406-A;					
TxDOT, TEX-404-A;					
TxDOT, TEX-201-F;					
TxDOT, TEX-401-A					

CONCRETE AGGREGATES (Continued)					
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	5UH0U		$ 53.05	/ea
ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	5UPL0		$ 96.10	/ea
ASTM C 142	Clay Lumps and Friable Particles	5UHG0		$ 84.50	/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	5UH7P		$ 84.50	/ea
ASTM D 3042	Acid Insoluble Residue	2UHB0		*$ 290.00*	/ea
TxDOT, TEX 461-A	Micro-Deval Abrasion	2UL24		*$ 334.00*	/ea

CONCRETE MASONRY UNITS

REFERENCE	FIELD SERVICES		UNIT RATES	
	Masonry Observation	5Q515	$ 82.00	/hr
REFERENCE	**LABORATORY SERVICES**		**UNIT RATES**	
ASTM C 140	Compressive Strength Test			
	Compressive Strength Test	5UEH0	$ 117.37	/ea
	Absorption Test	5UEA0	$ 79.00	/ea
ASTM C 426	Drying Shrinkage of Concrete Block	2UEK1	*$ 704.00*	*/pair*
ASTM C 1314	Compressive Strength CMU Prism	2QMPT	*$ 297.00*	*/ea*

CORING					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
ASTM C 42;	Technician Time and Equipment				
ACI 318	a) One Man	5Q412		$ 77.00	/hr
	b) Two Men	5Q413		$ 133.00	/hr
	c) Reinforcing Steel Detector	5QK0N		$ 49.00	/day
	d) Coring Rig	5QKJY		$ 133.00	/day
	e) Generator	5QK0Z		$ 126.05	/day
	Bit Wear				
	a) Limestone Aggregate	5QD0L		$ 6.00	/in.-in
	b) Quartz Aggregate (River Gravel)	5QDU0		$ 7.00	/in.-in
REFERENCE	**LABORATORY SERVICES**				
ASTM C 42	Sawed Ends for Compressive Strength Tests				
	a) Limestone Aggregate	2UL20		$ 2.00	/sq.in
ASTM C 39;	Compressive Strength of Concrete Cores Includes				
ASTM C 42;	Measurements, Capping and Testing	5QFXF		$ 29.70	/ea
ASTM C 174;					
ASTM C 617					
	Report Photographs			Cost +15%	
	Laboratory Air-Dried Unit Weight	5QXAF		$ 22.50	/ea

DRILLED-AND-UNDERREAMED PIERS					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
	This Service is Provided to Observe and/or Record the Following Items:				
ACI 336.1	a) Specification Dimensions of Shaft and Bell				
	b) Identification of Foundation Bearing Stratum				
	c) Cleanliness of the Pier Excavation Bottom				
	d) Size, Grade, Length, Concrete Cover and Orientation of Reinforcing Steel				
	e) Consistency of Concrete Placed in the Pier				
	Technician Time				
	a) Hourly	BQ410		$ 82.00	/hr
	Cylinders Cast in Conjunction with Observation	5QFXE		$ 20.00	/ea

FLY ASH

REFERENCE	LABORATORY SERVICES		UNIT RATES	
ASTM C 311	Moisture Content	2UQV0	$ 17.00	/ea
ASTM C 311	Loss of Ignition	2WCU0	$ 48.00	/ea
ASTM C 311	Available Alkalies	2WCE0	$ 139.00	/ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	2WCN9	$ 87.00	/ea
ASTM C 311	Soundness, Autoclave	2WCD0	$ 311.50	/ea
ASTM C 311	Pozzolanic Activity; Portland Cement	2WCXF	$ 531.50	/ea
ASTM C 311	Pozzolanic Activity; Lime	2WCXR	$ 223.50	/ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	2WCKU	$ 406.00	/ea
ASTM C 618	ASTM C 618 Chemical Analysis	2WCCG	$ 515.00	/ea
ASTM C 618	ASTM C 618 Physical Analysis	2WCCW	$ 1,252.00	/ea
ASTM C 595	Water-Soluble Fraction	2WC5E	$ 61.00	/ea
ASTM C 188	Specific Gravity	2UK50	$ 87.00	/ea

GROUND PENETRATING RADAR (GPR) SERVICES					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges				
	Hourly Rate	Q80J		$ 138.00	/hr
	GPR Equipment	QQ80M		$ 578.50	/day
	Materials Engineer	TS		$ 189.00	/hr

LIME					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth				
	Technician Time	5Q402		$ 80.75	/hr
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	5UQ4X		$ 95.81	/ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	5VSPN		$ 542.00	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

PORTLAND CEMENT					
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ASTM C 183	Standard Method of Sampling Hydraulic Cement	2U005		$ 65.75	/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	2Q403		$ 34.25	/ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	2WHAU		$ 75.50	/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	2WHIN		$ 82.50	/ea
ASTM C 151	Autoclave Expansion of Portland Cement	2WHD0		$ 297.00	/ea
ASTM C 187	Normal Consistency of Hydraulic Cement	2WHWH		$ 75.50	/ea
ASTM C 188	Specific Gravity of Hydraulic Cement	2UR50		$ 86.50	/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	2WCN9		$ 86.50	/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	2WHM0		$ 75.50	/ea
ASTM C 114	Chemical Analysis	2WHBG		$ 545.00	/ea
ASTM C 91	Water Retention of Masonry Cement	2WH52		$ 139.00	/ea
ASTM C 150	Chemical Analysis	2WHBG		$ 545.00	/ea
	Physical Analysis	2WHBW		$ 1,085.00	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

PRECAST CONCRETE PLANT OBSERVATION					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
PCI MNL-117	Plant Observation - To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship				
	Materials Engineer			$ 210.00	/hr
	Technician Time	5Q423		$ 82.00	/hr
	Cylinders	5QFXE		$ 20.00	/ea
	Job-Site Erection Observation				
	Technician Time	5Q423		$ 82.00	/hr

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

SOILS					
REFERENCE	**FIELD SERVICES**			**UNIT RATES**	
ASTM D 75	Sampling Subgrade, Fill or Base				
	Technician Time	5QT00		$ 64.25	/hr
	In-Place Moisture-Density Tests				
	Technician Time	5QT00		$ 64.25	/hr
ASTM D 2922	Nuclear Density	5Q0M0		$ 25.17	/ea
ASTM D 2167;	Volumetric Density (Sand Cone or Balloon)	5QUM0		$ 104.00	/ea
ASTM D 1556					
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)				
	Technician Time (Hourly Rate)	5QT00		$ 64.25	/hr
	Proof Rolling Observation	5QT04		$ 64.25	/hr
ASTM D 2922	Nuclear Density Tests with Observation	5Q0R0		$ 21.50	/ea
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ASTM D 2216;	Moisture Content	5UQV0		$ 13.53	/ea
TxDOT, TEX-103-E					
	Atterberg Limits				
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	5VRBG		$ 114.00	/ea
	Shrinkage Limit in Conjunction with Atterberg Limits				
ASTM D 427	a) Volumetric	5WK2T		$ 152.00	/ea
	b) Linear (TxDOT, TEX-107-E)	5WK2T		$ 83.60	/ea
ASTM D 422;	Sieve Analysis				
TxDOT, TEX-101-E;	a) Washed Through No. 40 (Up to 5 Sieves)	5WKR5		$ 81.49	/ea
TxDOT, TEX-110-E	b) Washed Through No. 200 (Up to 4 Sieves)	5WKR4		$ 85.33	/ea
	c) Additional Sieves	5WKRB		$ 15.12	/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	5WKR8		$ 62.43	/ea
	Moisture-Density Relationship				
	Preparation Time	5U001		$ 69.00	/hr
	Corrosivity (pH, Chlorides, Sulfate, Resistivity)	UH6P		$ 516.75	/ea
	pH	UH5J		$ 77.32	/ea
	Resistivity	UH5L		$ 348.25	/ea
	Sulfate Content (colorimetric method)	UKF3		$ 103.47	/ea
	Chloride Content			$ 67.50	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

SOILS (Continued)					
REFERENCE	**LABORATORY SERVICES**			**UNIT RATES**	
ASTM D 698;	ASTM	5VRSF		$ 257.27	/ea
ASTM D 1557					
AASHTO T 99;	AASHTO	5VRSF		$ 261.93	/ea
AASHTO T 180					
TxDOT, TEX-113-E;	TxDOT	5VRSQ		$ 281.68	/ea
TxDOT, TEX-114-E					
MIL STD CE 55A	Corps of Engineers	5VRSQ		$ 358.00	/ea
ASTM C 131;	Los Angeles Abrasion (Time and Test)	2UQR0		*$ 418.33*	*/ea*
ASTM D 535					
ASTM D 1883	California Bearing Ratio - Short Method; Includes				
	Moisture-Density Relationship and Three Test Specimens	5VRF1		$ 1,207.78	/set
	Each Additional Specimen	5VRFD		$ 241.60	/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density				
	Relationship and Up to Six Test Specimens				
	Part I	2VR62		*$ 1,985.00*	*/set*
	Part II	5VR63		*$ 1,675.00*	*/ea*
	Each Additional Specimen	2VR6D		*$ 225.00*	*/ea*
ASTM D 854;	Specific Gravity	5UQ50		$ 88.80	/ea
TxDOT, TEX-108-E					
ASTM D 422;	Hydrometer Analysis (Includes Sample Preparation and				
TxDOT, TEX-110-E	Grain Size Curve)	5WKRQ		$ 326.31	/ea
ASTM D 2166	Unit Weight	5WML0		$ 42.50	/ea
TxDOT, TEX-116-E	Wet Ball Mill	5WK60		$ 276.63	/ea
TxDOT, TEX-107-E	Shrinkage Limit	5WK2T		$ 152.00	/ea
	Water Content and Visual Classification	5W050		$ 19.00	/ea
	Unconfined Compression (includes unit dry weight)				
	a) Soil Shelby Tube Specimens	5VP7L		$ 59.36	/ea
	b) Rock Core Specimens	5VN7L		$ 75.55	/ea
	(1) Sawed Specimen Ends	5UL21		$ 16.25	/end
	Triaxial Compression				
	a) Unconsolidated-Undrained, Per Specimen	2W046		*$ 106.75*	*/ea*
	b) Unconsolidated-Undrained, Multistage	2WF46		*$ 412.50*	*/ea*
	Direct Shear				
	a) Unconsolidated-Undrained	2WKI6		*$ 328.25*	*/ea*

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

SOILS (Continued)

REFERENCE	LABORATORY SERVICES		UNIT RATES	
	a) Consolidated-Drained (Sand)	2WIIE	$ 640.50	/ea
	Consolidation without Hysteresis Loop (Not Including Specific Gravity)	2WKH0	$ 654.62	/ea
	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	2WDG0	$ 1,019.50	/ea
	Swell Test			
	a) Method "A"	2WL0Y	$ 1,507.00	/ea
	b) Method "B"	2WL0M	$ 264.50	/ea
	b) Method "C"	2WL0P	$ 1,810.00	/ea
	d) Modified Method "B"	2WL00	$ 201.04	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

STEEL					
REFERENCE					
AISC	**FIELD SERVICES**			**UNIT RATES**	
	Observation - Fabrication Shop or Field Erection				
AWS D1.1	Certified Welding Inspector	TS		$ 138.50	/hr
	Technician Time	5Q423		$ 82.00	/hr
	Weldment Observation				
AISC	Certified Welding Inspector	TS		$ 147.00	/hr
	Technician Time/Certified Associate Welding Inspector	5Q424		$ 82.00	/hr
	Bolt Torque Testing				
CRSI;	Technician Time	5Q423		$ 83.00	/hr
ASTM A 615					
	Reinforcing Steel				
CRSI,	Sampling for Subsequent Lab Testing				
ACI 318	Technician Time	5QK5N		$ 64.50	/hr
	Placement and Cross-Section Observation				
	Materials Engineer	5Q425		$ 210.00	/hr
PTI;	Technician Time	5Q423		$ 82.00	/hr
ACI 318					
	Pre-Tensioning Strands/Post-Tensioning Tendons				
	Placement and Stressing Observation				
	Materials Engineer	5Q425		$ 210.00	/hr
AWS D1.1;	Technician Time	5Q423		$ 82.00	/hr
ASME Sec. IX					
	Welders Tests				
	Witness Qualification Welding	2QZ00		$ 157.00	/hr
	Qualification Welding Coupons				
AWS D1.1	a) 3/8-in. Coupon			Cost +15%	
	b) 1-in. Coupon			Cost +15%	
	Guided Bend Tests				
AWS D1.1	Bend Tests	5QWC0		$ 41.00	/ea
	Set-Up Charge, Per Day	2QJS0		$ 78.50	/day
	Tensile Tests (Test and Set-Up)				
	Tensile Tests				

STEEL (Continued)				**UNIT RATES**	
	Coupon Preparation and Machining Services				
	Welder Qualification Positions	5QZ10		$ 138.00	/ea
	Radiographic Examination of Coupons	5Q100		*$ 197.00*	*/ea*
REFERENCE					
ASTM A 370					
	LABORATORY SERVICES			**UNIT RATES**	
	Tension Tests				
	a) Reinforcing Steel with Elongation	5QWZV		*$ 40.88*	*/ea*
	b) Reduced Section Preparation (No. 14 & No. 18)	QWZ0		*Cost +15%*	
	c) Set-Up Charge, Per Day	2QJS0		*$ 80.00*	*/day*

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONSULTANTS AND COORDINATION	UNIT RATES				
Principal Engineer	$ 255.00	to	$ 428.00	/hr
Managing Engineer	$ 265.00	to	$ 282.00	/hr
Staff Engineer	$ 131.00	to	$ 226.00	/hr
Laboratory Manager	$ 102.00	to	$ 202.00	/hr
Construction Services Manager	$ 102.00	to	$ 202.00	/hr
Project Management/Coordination Time	$ 66.50	to	$ 151.00	/hr
Outside Professional Services				
Additional Insured			$ 303.50	/ea
Secretarial	$ 66.50	to	$ 113.50	/hr
Word Processing			$ 65.00	/hr
Report Preparation and Administration	$ 66.50	to	$ 113.50	/hr

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ZONE CHART

ZONE	TRAVEL TIME	MILEAGE CHARGE	
0	0.25	$ 18.00	5RT99
1	0.50	$ 32.00	5RT01
2	1.00	$ 60.00	5RT02
3	1.25	$ 83.50	5RT03
4	1.50	$ 118.00	5RT04
5	2.00	$ 164.00	5RT05

Mileage greater than Zone 5 (entire trip) use MapQuest

$1.25/mile
Actual Travel Time to be charged at approved project hourly rate.

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

BASIC CHARGE

1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.

3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RK** will keep you CLIENT appraised of our billing in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RK** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RK** for the project

8. **RK** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

C-462(d)-22

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:
2022-931310

Date Filed:
09/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-462(d)-22
Geotechnical Engineering/ CMT Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Chris L. Schultz, and my date of birth is 3/16/66.

My address is 12821 W. Golden Lane (street), San Antonio (city), TX (state), 78249 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 8th day of Sept. (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "D" – CERTIFICATE OF INSURANCE

AGREEMENT BETWEEN CITY OF EDINBURG AND RABA KISTNER INC

EXHIBIT “C” – CERTIFICATE OF INSURANCE

AGREEMENT
BETWEEN CITY OF EDINBURG
AND RABA KISTNER, INC

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: August 19, 2025
CONSENT AGENDA
Agenda Item No: 11.G.
Minutes for Approval

1. **Agenda Item:**
Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: December 03, 2024, and 2025 Regular Meetings: January 07, 2025, January 21, April 15, 2025, May 21, 2025, June 03, 2025, June 17, 2025, and July 15, 2025. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the:
City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, "yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council."

Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

Sec. 551.021. Minutes or Recording of Open Meeting Required "(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken."

Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. "The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or the officer's designee."

City Council meeting minutes and recordings are available to the public upon request.

The City Council meeting videos are also available to the public through the city's website at: www.cityofedinburg.com. The Mayor signs the minutes and attested by the City Secretary. Minutes are maintained for historical and public purposes.

In accordance to the City's Code of Ordinances, the City Secretary Department prepares and maintains the minutes of all City Council meetings for historical and public purposes.

3. **Staff's Recommendation:**
Approve the City Council Minutes for the following: 2024 Regular Meetings: December 03, 2024, and 2025 Regular Meetings: January 07, 2025, January 21, April 15, 2025, June 03, 2025, June 17, 2025, and July 15, 2025.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:

A. 12032024CCRM MINUTES
B. 01072025CCRM MINUTES
C. 01212025CCRM MINUTES
D. 04152025CCRM MINUTES
E. 05212025CCRM MINUTES
F. 06032025 CCRM MINUTES
G. 06172025CCRM MINUTES
H. 07152025CCRM MINUTES

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
DECEMBER 03, 2024
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel "Dan" Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Dr. David Alexander, First Baptist Church.

B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on November 27, 2024 at 5:00 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. Miracle on McIntyre Street

Myra L. Ayala, City Manager stated the City of Edinburg would like to invite all of the residents to celebrate the holidays with Miracle on McIntyre Street with a series of events filled with festivities and activities taking place on Thursday, December 5, and Friday, December 6, 2024.

- Lighting of the Tree: Will kick off the festivities on Thursday, at 6:00 p.m. at the Edinburg Promenade Park Amphitheater with the annual lighting of the tree. The event will begin with the official lighting of the tree followed by events such as photos with Santa, Carolers, a Christmas Market, and more.
- Night of Lights Parade: Ms. Ayala stated festivities would continue on Friday, the Edinburg Chamber of Commerce would host the Night of Lights Parade starting at 7:00 p.m. along Closner Blvd. With over 100 entries, they will be lighting up Downtown with the theme of a Country Christmas.
- Santa and Sirens will also be taking place on Friday, December 6, from 6:00 p.m. to 10:00 p.m. The Edinburg Fire Department invites all of the residents to join them at a fire prevention festival filled with holiday fun and fire safety awareness. The event will feature a live animal show, a magician act, a petting zoo, free carnival rides, mini golf, and more.
- Blue Santa: The Edinburg Police Department is excited to announce the much-anticipated 29th annual Blue Santa Toy giveaway scheduled Friday, December 3, 2024, from 6:00 p.m. to 9:00 p.m. at the Edinburg Promenade Amphitheater. The Blue Santa giveaway is not just about giving away toys, it is also about creating memorable experiences for the community aiming to improve the Edinburg Police Department relationship with the residents they serve.

B. One Nation/One Project, Arts for EveryBody Initiative

Myra L. Ayala, City Manager, stated the Arts For Everyone initiative was through Cultural Arts. She said the City has partnered with One Nation/One Project and the National League of Cities which is advancing community health and equity through inclusive arts initiatives.

Letty Leija, Director of Library and Cultural Arts stated in 2022, the City of Edinburg was selected as one of only 18 Cities nationwide, the only one in Texas to participate in the Arts for Everybody Initiative. She said the City has partnered with One Nation/One Project and the National League of Cities to improve community health and resilience through art. Ms. Leija stated the Art for Everybody Initiative focused on fostering mental wellbeing through art promoting a sense of belonging and the City of Edinburg has been very successful with that especially with the festivals, like the newest one, Cultural Fest, which celebrates the various nationalities that now call Edinburg home. Ms. Leija stated in 2023 and 2024 they implemented new programs that they felt were important and they created 22 new art classes which included grief therapy, music therapy, theater, and dance. She said they had over 1000 participants, five gallery exhibits, and five collaborative murals showcasing the unique qualities of the City, home of Tejano

Legends, City of Festivals, Purple Heart City, and Hometown of Heroes. Ms. Leija stated as part of this project they also focussed on creative workforce, with 75 local artist hired throughout the year; 120 artist participated in City events and festivals, and 300 local artist joined the local directory. They hosted two creative workshops, Artist and Municipalities, and Pricing for Creatives to make striving and creative artists. Ms. Leija stated in 2025 they will continue funding art programing, murals, and the StandPipe Beautifying program.

Mayor Ramiro Garza, Jr. thanked Ms. Leija and all the staff that helped make everything happen.

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing City of Edinburg Retiree Raymundo Rendon, Groundskeeper, Parks and Recreation/Los Lagos Golf Division for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Raymundo Rendon, Groundskeeper, Parks and Recreation/Los Lagos Golf Division, thanked the Council and staff and stated he gladly worked for the City of Edinburg for the last 20 years.

Mayor Ramiro Garza, Jr. thanked Mr. Rendon for his 20 years of service and stated the Mayor and Council are the ones who get the credit but it is employees like Mr. Rendon that do all of the hard work that keeps the City moving forward.

B. Presentation of Proclamation Recognizing City of Edinburg Retiree Arturo Esquivel, Equipment Operator II, Solid Waste Management Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]
Clarice Y. Balderas, City Secretary read the proclamation aloud and stated Mr. Esquivel was unable to attend.

Mayor Ramiro Garza, Jr. stated although Mr. Esquivel was unable to be present he and the Council would like to thank Mr. Esquivel and his family for his years of service. He extended an invitation for Mr. Esquivel to return to the City of Edinburg if after a year of retirement he gets tired of being retired.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated that with a tax rate of 63 cents, the City already has one of the highest rates in the County and the City has increased water rates by 67%. She said there is no business or property that is not impacted by higher water rates. Ms. McClaugherty stated it is like buying a new car but not having any gas to run on. She said the project to build a water tower is like buying a trailer to be pulled with the new car for which there is no gas. She stated the majority of the people are living in poverty and what will happen if the local government keeps increasing taxes. Ms.

McClaugherty stated inflation has increased the value of everything by as much as 20%. She stated in the past local government has depended on the federal government to fill the gap on support projects for the poor. The new administration has stated they will not tax social security, not tax overtime or tips generally making the federal government smaller. Ms. McClaugherty said add to the fact that the City of Edinburg has a two hundred million dollar debt and that is why the City needs to stop spending. She said local governments will have to live within their means and if this does not change their mind, they just need to remember that there is an upcoming election in 2025. She asked the Council to review the value increases placed by the Appraisal District, the one that stands out is the 160% increase of a resident's property. Ms. McClaugherty asked everyone to continue praying for Israel and for the return of all the hostages.

Obed Montoya: Mr. Montoya stated Arturo Segura and Juan Acosta were picking up the garbage on Thanksgiving Day; he said they need a pay raise; the City does not want them to retire. He stated Police Officers need to have all the equipment and everything they need to protect themselves, give them a raise. It is not right to have the employees out in all elements earning nine dollars an hour; that is not the way you will retain the employees.

There were no further Public Comments.

7. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on items A, B and C at 6:23 p.m. There being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 6:23 p.m.

A. 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, Suburban (RS) District to Residential, Multi-family (RM) District, Lot 1, Pine Valley Subdivision, Located at 2104 North Sugar Road, as Requested by Victor Farias on Behalf of Veronica Guerrero. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Multi-family (RM) District, Lot 1, Pine Valley Subdivision, Located at 2104 North Sugar Road, as Requested by Victor Farias on Behalf of Veronica Guerrero.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District, Being a 8.36 Acres Tract of Land, More or Less, Out of Lot 4, Block 1, John Closner Et Al Subdivision, Located at 2020 East Canton Road, as Requested by Rio Delta Engineering on Behalf of Peter S. Julian and Miguel A. Zuniga. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District, Being a 8.36 Acres Tract of Land, More or Less, Out of Lot 4, Block 1, John Closner Et Al Subdivision, Located at 2020 East Canton Road, as Requested by Rio Delta Engineering on Behalf of Peter S. Julian and Miguel A. Zuniga
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District, a 2.00 Acre Tract of Land Being the East 2.00 Acres of the West 2.68 Acres, More or Less, of the South One-half of Lot eight, Section Two Hundred Forty-four, Texas- Mexican Railway Company's Survey, Located at 501 East Rogers Road, as Requested by Marc Moran on Behalf of Turquesa Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and

the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District, a 2.00 Acre Tract of Land Being the East 2.00 Acres of the West 2.68 Acres, More or Less, of the South One-half of Lot eight, Section Two Hundred Forty-four, Texas- Mexican Railway Company's Survey, Located at 501 East Rogers Road, as Requested by Marc Moran on Behalf of Turquesa Construction LLC.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Daniel "Dan" Diaz thanked the developers on the last two items for including renderings. He stated that alot of the times it is just a concept but to see what will go there helps the Council envision and be able to see that the project will upgrade the area.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

8. VARIANCE

A. Consider Variance Requests to the City's Unified Development Code, Article 5, Section 5.206-A Block Length, for the Silos at La Sienna Phase 3, Being 18.682 Acres Tract of Land Out of Lots 50, 51, and 52, Santa Cruz Ranch Subdivision, Located at 4401 La Sienna Parkway, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Variance Requests to the City's Unified Development Code, Article 5, Section 5.206-A Block Length, for the Silos at La Sienna Phase 3, Being 18.682 Acres Tract of Land Out of Lots 50, 51, and 52, Santa Cruz Ranch Subdivision, Located at 4401 La Sienna Parkway, as Requested by Melden & Hunt, Inc.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning and Zoning addressed the Council's questions.

Councilmember David White stated serpentine roads are supposed to slow down traffic, which is why he is favoring them, but there will always be that unique case like the one in Florida where a speeding driver killed a newlywed on a serpentine road. He stated those things need to be considered when making a decision. Increasing the length changes

because there is no stop but the serpentine is supposed to help with that.

Mayor Ramiro Garza, Jr. stated this is a continuation of a master plan and they cannot ask for a variance for something they are not subdividing.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Variance Requests to the City's Unified Development Code, Article 5, Section 5.203-1 Right-of-Way Widths, Article 5 Section 5.209 Sidewalks, and Article 3 Section 3.102-1 Single-Family Detached Lot and Building Standards, for the Villas at La Sienna Being a 4.906 Acres Tract of Land Out of Lot 1, La Sienna Development, Located at 1891 Burns Boulevard, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Variance Requests to the City's Unified Development Code, Article 5, Section 5.203-1 Right-of-Way Widths, Article 5 Section 5.209 Sidewalks, and Article 3 Section 3.102-1 Single-Family Detached Lot and Building Standards, for the Villas at La Sienna Being a 4.906 Acres Tract of Land Out of Lot 1, La Sienna Development, Located at 1891 Burns Boulevard, as Requested by Melden & Hunt, Inc.
SECOND: Councilmember David Salazar, Jr.

Ms. McClaugherty asked about the right of way for the utilities because on one of them they do not want to have it as wide. What does the City's Unified Development Code require?

Jaime Acevedo, Director of Planning & Zoning stated this request is three variances in one, The first variance is to have the right of way width 36 feet instead of the typical 50 feet. They will be paving the streets 32 feet back to back, that is not going to change. This does affect utilities in the future because they will have to go into people's yards to work on water or sewer lines. He said the second part of the variance they are asking for sidewalks somewhere other than in the front of the lot. The property will have walking areas so they want the sidewalks in the back of the property. Mr. Acevedo said the third part is the lot width, not to meet the minimum 50ft requirement for a residential primary lot; most lots are 34-36ft. wide, the lots are innovative lots because of the serpentine road. He said they could have rezoned the property to townhomes but they wanted to keep it consistent with the area.

Councilmember David White stated generally with a rear entry the sidewalks are in the back. He stated he would like to get this changed on the Unified Code so that this does not have to come back to the Council as a variance request anymore.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

9. ORDINANCES

A. Consider the Ordinance Providing for the Voluntary Annexation of 19.354 Acres Out of and Forming a Part of Lots 3 and 4, Section 247, Texas-Mexican Railway Company's Survey, Recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas, Located at 3601 North Cesar Chavez Road, as Requested by Melden & Hunt Inc., on Behalf of Frank G. Herrera and Elizabeth Y. Herrera. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Ordinance Providing for the Voluntary Annexation of 19.354 Acres Out of and Forming a Part of Lots 3 and 4, Section 247, Texas-Mexican Railway Company's Survey, Recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas, Located at 3601 North Cesar Chavez Road, as Requested by Melden & Hunt Inc., on Behalf of Frank G. Herrera and Elizabeth Y. Herrera.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Ordinance and Possible Action Amending the Code of Ordinances of the City of

Edinburg at Title III: Administration, Chapter 30 Administrative Code, Section 30.014(B) Associate Municipal Judges, Allowing the Appointment of One or More Associate Judges. [Josephine Ramirez Solis, City Attorney]

MOTION: Councilmember David White to Approve Ordinance and Possible Action Amending the Code of Ordinances of the City of Edinburg at Title III: Administration, Chapter 30 Administrative Code, Section 30.014(B) Associate Municipal Judges, Allowing the Appointment of One or More Associate Judges
SECOND:
Motion failed.

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Suspend Robert's Rule of Order
SECOND: Councilmember David Salazar, Jr

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Josephine Ramirez Solis, City Attorney stated the existing municipal judge position is an elected position by charter and the current city ordinance allows for the appointment of temporary judges that would act in the absence of the elected municipal judge. The elected municipal judge remains the presiding judge. Ms. Solis stated the proposed ordinance allows Council to appoint associate judges; the associate judges would act concurrently with the elected municipal judge instead of only in the judge's absence.

Councilmember Jason De Leon inquired if approved when would the associate judges be selected and if no judges are selected will the Council have the option to make a selection at any point.

Mayor Ramiro Garza, Jr. asked if the presiding judge had the option to select an associate judge.

Josephine Ramirez Solis, City Attorney stated if the ordinance is approved, the Council could appoint an associate judge at the next City Council meeting, but if no selection is made the option for, the Council to appoint an associate judge stays in place. She said the ordinance is drafted for the Council to make that selection. She said the existing ordinance for the temporary judge allows the judge to make a recommendation or a nomination and it is subject to the Council's approval. Ms. Solis stated currently Municipal Court will use

a temporary judge from neighboring cities or through the justices of the peace in the community, they are allowed to hold a court or have magistrates on the behalf of the Edinburg Municipal Court but the judge or the Council does not appoint them.

Councilmember David White asked if a temporary judge would be able to discuss or make a decision on a citation issued by an Edinburg Police Officer or by an Edinburg Code Enforcement Officer. When a Justice of the Peace comes in, they can hold court under Class C citations and make a decision. He said he has been advocating for an associate judge so that when the appointed judge is out the associate judge can take care of the whole Municipal Court, not just a portion of the court.

Josephine Ramirez Solis, City Attorney stated a temporary judge can hold the court but the decision would be made by the appointed judge, but an associate judge would be able to do the entire process.

Mayor Pro Tem Daniel "Dan" Diaz stated he is in agreement with the verbiage change he would like to see language where the appointed judge would recommend and then the Council would select.

Josephine Ramirez Solis, City Attorney stated the City Charter was recently changed, one of the changes adopted were the qualifications for a Municipal Judge. It is required that the Municipal Judge not only reside in the City of Edinburg but is also be a licensed attorney in the State of Texas. She said the requirements would apply to an associate or a temporary judge. Ms. Solis stated her recommendation would be to follow the same process for an elected candidate, they would submit an application that would be reviewed by the City Secretary who would determine if the individual is eligible and would be put forward as a nomination to the Council.

MOTION: Councilmember David White to Approve Ordinance and Possible Action Amending the Code of Ordinances of the City of Edinburg at Title III: Administration, Chapter 30 Administrative Code, Section 30.014(B) Associate Municipal Judges, Allowing the Appointment of One or More Associate Judges
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: Mayor Ramiro Garza, Jr., and Mayor Pro Tem Daniel "Dan" Diaz,
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

10. RESOLUTION

A. Consider Resolution Authorizing the City Manager to Accept a Grant Award from and Enter Into a Services Agreement with The University of Texas Health Science Center at Houston on Behalf of its School of Public Health in Brownsville in an Amount Not to Exceed $60,000 and Execute Grant Documents Relating Thereto. [Claudia Farias, Director of Grants Administration]

MOTION: Councilmember David White to Approve Resolution Authorizing the City Manager to Accept a Grant Award from and Enter Into a Services Agreement with The University of Texas Health Science Center at Houston on Behalf of its School of Public Health in Brownsville in an Amount Not to Exceed $60,000 and Execute Grant Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was discussion. Claudia Farias, Director of Grants Administration stated this grant award built off the success of Challenge RGV that the City of Edinburg partnered with the City of Brownsville, and the UT Health Science Center at Houston. She said in that program 300 residents participated and about 100 of them completed the challenge. That success led to this partnership being considered tonight, with a $60,000 grant for a community health employee. Ms. Farias stated the funding would be used for personal costs, no application was submitted for the grant it was just offered by the UT Health Science Center.

Rebecca Lozoya, Research Coordinator at the UT Health at Houston school of Public Health in Brownsville, stated they are excited for the possible continued partnership with the City of Edinburg to help leverage the great work already been done.

Mayor Ramiro Garza, Jr. thanked Ms. Lozoya for bringing this into the City of Edinburg.

Myra L. Ayala, City Manager thanked the Edinburg 2040 Health Committee and Wellness, and Executive Assistant to the City Manager Aurelio Aleman who helped coordinate the initiative and make it a success. She thanked the Council for making this possible and stated they want to expand on this initiative and continue making the community as healthy as possible.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

11. AWARDING OF BID

A. Consider Awarding RFP No. 2024-020, Professional Security Guard Services and Authorize the City Manager to Negotiate a Contract with the Selected Firm. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember David White to Approve Awarding RFP No. 2024-020 to Specialized Training and Reserve Security and Authorize the City Manager to Negotiate a Contract with the Selected Firm.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

12. CONSENT AGENDA

A. Consider Awarding Bid No. 2025-3, Purchase of Litter Control Fences to Metta Technologies, Inc. of Jackson, Michigan in the Amount of $75,300.00. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember David White to Approve Awarding Bid No. 2025-3, Purchase of Litter Control Fences to Metta Technologies, Inc. of Jackson, Michigan in the Amount of $75,300.00.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with Ricardo & Deyanira Rodriguez to Provide Water Service to Ricky Rod Subdivision and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David White to Approve City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with Ricardo & Deyanira Rodriguez to Provide Water Service to Ricky Rod Subdivision and Execute Any Other Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the City Manager to Enter Into an Agreement with Newman Regency Group for the Replacement of Various Components of City's Wastewater Treatment Plant UV Disinfection System as a Sole Source Item in the Amount of $445,304.20 and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Suspend Robert's Rule of Order.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried

Mayor Pro Tem Daniel "Dan" Diaz stated this is sole sourcing so they can only get the products to fix it from whomever installed it.

Arturo Martinez, Assistant Director of Utilities stated the original parts are manufactured by Trojan technology and the local representative for that product in the State of Texas is Newman's Regency. Mr. Martinez stated the UV system is the main component for the disinfection for the wastewater treatment plant, there are two modules that disinfect the wastewater and this particular project will only replace one of the two because of limited funding. He said original parts are being recommended for the performance and reliability of the system and Trojan will not warranty the items if original parts are not being used and that is one of the reasons why they are going with the sole source.

Tom Reyna, Assistant City Manager stated that is the system that is in place now, there are other products they can use but they would have to replace the entire system to retro fit it complete with what they have now, those parts are for the system the City has now.

Mayor Pro Tem Daniel "Dan" Diaz asked how long the current system would be good.

Mr. Martinez stated the life expectancy of the system is 15 years.

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into an Agreement with Newman Regency Group for the Replacement of Various Components of City's Wastewater Treatment Plant UV Disinfection System as a Sole Source Item in the Amount of $445,304.20 and Execute Any Other Documents Relating Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried

D. Consider Authorizing the City Manager to Enter Into a Construction Agreement Between the City of Edinburg and Andale Construction of Valley Center, Kansas for High Density Mineral Bond Pavement Preservation at a Unit Price of $3.86 Per Square Yard Under the Existing Inter Local Agreement Between the City Edinburg and the City of Hurst, Texas and Execute Any Other Documents Relating Thereto. [Vincent A. Romero, CPM, Public Works Director]

MOTION: Councilmember David White to Approve City Manager to Enter Into a Construction Agreement Between the City of Edinburg and Andale Construction of

Valley Center, Kansas for High Density Mineral Bond Pavement Preservation at a Unit Price of $3.86 Per Square Yard Under the Existing Inter Local Agreement Between the City Edinburg and the City of Hurst, Texas and Execute Any Other Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

E. Consider Authorizing the City Manager to Amend an Agreement Between the City of Edinburg and Cintas Corporation for Uniform Rentals and Laundering Services to Include One (1) Additional Item, a High Visibility Tee Shirt at the Unit Cost of $.49 Per Week and Execute All Documents Related Thereto. [Vince Romero, Director of Public Works]

MOTION: Councilmember David White to Approve City Manager to Amend an Agreement Between the City of Edinburg and Cintas Corporation for Uniform Rentals and Laundering Services to Include One (1) Additional Item, a High Visibility Tee Shirt at the Unit Cost of $.49 Per Week and Execute All Documents Related Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

F. Consider Awarding Bid No. 2025-1, Purchase of SS-1 Emulsified Asphalt to Ergon Asphalt & Emulsions, Inc. of Austin, Texas for the Unit Price of $3.10 Per Gallon and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent A. Romero, CPM, Public Works Director]

MOTION: Councilmember David White to Approve Awarding Bid No. 2025-1, Purchase of SS-1 Emulsified Asphalt to Ergon Asphalt & Emulsions, Inc. of Austin, Texas for the Unit Price of $3.10 Per Gallon and Authorize the City Manager to Enter Into an Agreement Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

G. Consider Authorizing the Purchase of a Firewall Network Appliance from MGT Through the Department of Information Resources Contract No. DIR-CPO-4864 in the Amount of $131,766 and Authorize the City Manager to Execute Any Documents Relating Thereto. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember David White to Approve Authorizing the Purchase of a Firewall Network Appliance from MGT Through the Department of Information Resources Contract No. DIR-CPO-4864 in the Amount of $131,766 and Authorize the City Manager to Execute Any Documents Relating Thereto.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

13. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]

14. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz
There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 6:54 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 8:00 p.m. and stated no action was taken in Executive Session.

A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting)

MOTION: Councilmember David Salazar, Jr. to Authorize the City Manager and the City Attorney to proceed as discussed in Executive Session.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De

Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried

B. Deliberation Regarding Real Property. (§551.072. Deliberation Regarding Real Property; Closed Meeting)
No Action

C. Personnel Matters. (§551.071. Personnel Matters; Closed Meeting)
No Action

D. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)
No Action

15. ADJOURNMENT

MOTION: Councilmember Jason De Leon to Adjourn the meeting.
SECOND: Councilmember David White

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr. and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
JANUARY 07, 2025
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Sr. Pastor Dr. David Alexander, First Baptist Church Edinburg.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on January 03, 2025 at 6:15 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing Mr. Lewis Christopher Callis† for his Service to the Military and the City of Edinburg Community. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mr. Kervin Callis was present to receive the proclamation; he thanked the Mayor and Council for the recognition.

Mayor Ramiro Garza, Jr. thanked Mr. Callis and his family for Mr. Lewis Christopher Callis' lifelong service that he offered the Country and this community.

B. Presentation of Proclamation Recognizing January 2025 as Edinburg Consolidated Independent School District Board of Trustees Month. [Clarice Y. Balderas, City Secretary]
The proclamation will be presented at the next City Council Meeting.

5. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated this Council voted to support the existing Board Members of the Appraisal District and as expected property values have doubled, or increased by 80%. She said this Council does not struggle financially and they do not have to deal with issues like higher taxes. Ms. McClaugherty stated the Council is considering the approval of 40 projects with an estimated cost of $100,000,000 and the City started the New Year with a $200,000,000 debt. She stated city staff was given a 3% increase across the board but this is not enough for those at the bottom and too much for those at the top. Ms. McClaugherty asked that the Council listen to the comments and look around the people are hurting. She asked everyone to continue praying for Israel and the hostages.

Obed Montoya: Mr. Montoya thanked Mr. Jaime Acevedo for his help with some issues going on in his neighborhood. Mr. Montoya recommended the following candidates for the Home Town of Heroes: Aaron Pena, Jr., Eli Lopez, Lenny Lopez, David Gorena, Pastor Chapa, Arturo Paul Flores, and Ms. Fern McClaugherty.

There were no further Public Comments.

6. PRESENTATION

A. Presentation by the Edinburg Housing Authority (EHA) Regarding the EHA's Fiscal Year 2025-2026 Annual Public Housing Authority Plan and the 5-Year Public Housing Authority Plan for Fiscal Years 2025-2029. [Claudia L. Farias, Director of Grants Administration]
Marissa Garza, Executive Director for the Edinburg Housing Authority (EHA) and Armando Barrera were present, Ms. Garza stated the EHA sumbitted their 2025-2026

action plan and the 5-Year Plan for Fiscal years 2025-2029 to the Edinbug Grants Administration Department for review to ensure that the EHA plans are consistant with the City of Edinburg's 5-Year comprehensive plan through the CDBG program. She stated a certified signature by the Mayor is part of the requirements. Ms. Garza stated the EHA Annual Aciton Plan and the 5-Year plan is more simple than the City's plans. She said the EHA's goal is to continue providng decent, affordable housing to the Public Housing residents and the Section-8 Program while helping them become self sufficient. Ms. Garza stated to achieve their goal requires a lot of partnerships to be able to provide the resources to the residents. She stated another goal is to modernize these facilities, she stated they currently have five developments under public housing and two tax credits and they will continue maintaining those buildings. Ms. Garza stated the EHA gets capital funds so they will reassess and start doing capital improvement type of projects for the developments, she said there are some that are in need of major rehabilitation.

Councilmember David White stated a few years back the Housing Authority sold Los Albores, and purchased another property. Los Albores was painted and cleaned up a little and reopened. He asked how many housing vouchers were being used on that property?

Armando Barrera stated the Housing Authority sold Los Albores and relocated all the tenants from Los Albores to Liberty Village. Los Albores is privately owned and no Housing Authority vouchers are being used at that property.

Councilmember David White stated his concern is that the Housing Authority sold a property with 75 plus units and purchased a property with about 35 units. It is unfair to the constituants the City serves, to down size and have less units available to them, it is not right.

Armando Barrera stated their goal is to provide safe, dependable, and affordable housing and as long as they have the vouchers they try to maximize the help. He said they just opend 36 units at La Posada and they are looking to develop more units on Schunior Street. He said with the City help they want to provide as much housing as possible because it is greatly needed.

Mayor Ramiro Garza, Jr. thanked the Housing Authority for all they do.

7. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. opened the Public Hearing to anyone wishing to speak for or against Public Hearing items A-F at 6:22 p.m. There being no further public comments Mayor Ramiro Garza, Jr. closed the Public Hearing at 6:45 p.m.

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) to Residential, Multi-Family (RM) District, a 5.821 Acre Tract of Land Being a Portion of Lot 7, Section 241, Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas, According to the

Map Recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, Located at 1504 North Business Highway 281 Unit B, as Requested by Iden I. Trevino on Behalf of Circle T. Holdings RGV LP. [Jaime Acevedo, Director of Planning & Zoning]

Resident residing right behind this property, she said she has been here numerous times complaining about the constant plumbing issues. She stated a lot of apartment developments are being built all around that area and all the added drainage goes right by her residence with all sorts of smells. She stated when it rains that area gets flooded and the drainage and sewer get backed up, on one occasion the sewer cover busted open and the sewer was coming back into her home. She said the drainage and sewer system in that area is very old, the new developments are coming in but nothing is being done to the existing drainage. She stated she is not saying the area should not be developed but she is concerned the new development will have a new up to code drainage but it will still flow into the old smaller drainage pipes that already have issues. She stated they are unable to sit outside and enjoy their homes without the smell of sewer and the added waste would increase the existing issues. She asked the Council to consider those issues when making their decision.

Marlon Garza, Melden & Hunt stated Mr. Trevino is requesting to keep the front portion of the property as commercial and rezone the rear portion to build four-plexes. He stated the rezoning is only the first step they have not done any engineering as far as to the sewer, which would still have to go through the City, and all concerns would be discussed during the design and the construction review with the City.

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) to Residential, Multi-Family (RM) District, a 5.821 Acre Tract of Land Being a Portion of Lot 7, Section 241, Texas- Mexican Railway Company's Subdivision, Hidalgo County, Texas, According to the Map Recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, Located at 1504 North Business Highway 281 Unit B, as Requested by Iden I. Trevino on Behalf of Circle T. Holdings RGV LP.
SECOND: David White

There was no discussion. Gerardo Carmona, Director of Utilities addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None

The motion to Approve carried.

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Lot 1, Trenton Terrace Subdivision, Located at 4401 South Veterans Boulevard, as Requested by Otoniel Resendez.[Jaime Acevedo, Director of Planning & Zoning]
No Action

C. Hold Public Hearing and Consider the Ordinance Providing For the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District, All of Lot 1, M & O Trailer Park, Located at 6418 N-I69C Road, as Requested by Charles Brown on Behalf of BIC Development Corporation. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve the Ordinance Providing For the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District, All of Lot 1, M & O Trailer Park, Located at 6418 N-I69C Road, as Requested by Charles Brown on Behalf of BIC Development Corporation.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

D. 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, Lot 19, University North Subdivision Unit 1, Located at 811 West Schunior Street, as Requested by Melden & Hunt, Inc. on Behalf of SARG Enterprises, LLC. [Jaime Acevedo, Director of Planning & Zoning]

Jerry Cavazos stated he sent a letter opposing this request because that intersection is very dangerous especially during school hours. He stated that neighborhood has been there for years and many of the residents are older people and just adding all this traffic will just add to the congestion that takes place on the frontage road. Mr. Cavazos stated he has an active remodel building permit and he asked the Planning and Zoning Department if any of the

surrounding lots could be used as multi-family and they said no.
Mayor Ramiro Garza, Jr. stated that there are properties in that area that are already multi-family lots.

Councilmember Daniel "Dan" Diaz stated all the multi-family properties in that area belong to the same owner.

Marlon Garza, Melden & Hunt stated the rezoning request is for the corner lot, the surrounding lots were rezoned in 2021 or just prior, if the rezoning request is approved the owner will be re-plating the property into multi-family.

Resident in that area stated they already have drainage issues and the traffic is bad, he is concerned that with a multi-family development the problems are going to get worse.

Amalia Perez stated she lives on Schunior Street right across from where they are demolishing the existing homes, she stated she is concerned because that area is congested and the traffic is bad with all the UTRGV students. She said there have been many accidents at the intersection of Schunior and 5th Street and she feels it would be a mistake to put apartments there. Ms. Perez stated she is disabled and has numerous doctor's appointments and she has to leave an hour ahead because of the traffic and this development would just be adding more congestion. She was against the rezoning proposal.

Marlon Garza, Melden & Hunt stated as mentioned, the other lots have been previously rezoned multi-family and through this request, the zoning would tie into the rest of the lots with the intention to subdivide for multi-family. He said currently the area consists of five lots and depending if the owner goes with a duplex or a four-plex the land would be subdivided equally at the most into four lots. He stated the nature of the area is moving towards multi-family, in the Downtown area there are over 73 multi-family properties and this is not accounting for the areas further north that are restricted to multi-family only. He said that is what students need and what the trend is pulling towards.

MOTION: Councilmember Daniel "Dan" Diaz to Suspend Roberts Rule of Order.
SECOND: Councilmember David Salazar, Jr.
There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Councilmember Daniel "Dan" Diaz asked how do you consider the number of units if there is already issues with the drainage and traffic. He said the traffic is bad in that area because at one point, there was a median and it had to be removed because it was too congested. How would the surrounding infrastructure support multi-family in this area.

Jaime Acevedo, Director of Planning & Zoning stated with the size of the area and in discussion with the engineer, the plan is for a maximum of four lots with four units each, 16 units total, unfortunately no conditions can be added to a zoning change.

Mayor Ramiro Garza, Jr. stated it being a rezoning request legally that is all they can consider. He gave the directive to research what if anything can be included in the zoning change request for informational purposes.

Josephine Ramirez Solis, City Attorney stated by law as staff mentioned this is a land change use and that is what the Council can consider. She said no plans or future development could be considered.

Jaime Acevedo, Director of Planning & Zoning stated they could amend the Unified Development Code adding more restrictions to that particular zone.

Councilmember Daniel "Dan" Diaz stated they direct developers to talk to the neighbors and work out any concerns, once they work it out the Council approves and find out later that the property was sold and what had been agreed between the neighbors and the developer is not even part of the plan. He asked how can the City address this issue.

Assistant City Manager Jesus Saenz stated because the zoning land use of the Unified Development Code gives the total amount of dwellings allowed to a particular property based on acreage, they could present the impact to the sewer, water, and drainage based on the maximum default by the zoning. He said it could be said that this would not be fair to the developer because the site will shrink based on other requirements, but the Council would have the worst impact a development could have if approved.

Mayor Ramiro Garza, Jr. directed the City Attorney to look at how this could be addressed.

Councilmember David White stated this was the first time he heard of sewer issues on Schunior Street.

Gerardo Carmona, Director of Utilities stated he was not aware of any issues to that area but they would look into it.

MOTION: Councilmember Daniel "Dan" Diaz to Deny 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, Lot 19, University North Subdivision Unit 1, Located at 811 West Schunior Street, as Requested by Melden & Hunt, Inc. on Behalf of SARG

Enterprises, LLC.
SECOND: Mayor Ramiro Garza, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., and Councilmember Daniel "Dan" Diaz,
NAYS: Mayor Pro Tem Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
ABSENT: None
ABSTAIN: None
The motion to Deny Failed.

MOTION: Mayor Pro Tem Jason De Leon to Approve 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, Lot 19, University North Subdivision Unit 1, Located at 811 West Schunior Street, as Requested by Melden & Hunt, Inc. on Behalf of SARG Enterprises, LLC.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Jr., and Councilmember David White
NAYS: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar,
ABSENT: None
ABSTAIN: None
The motion to Approve Failed.

E. 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 Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District, a 20.00 Acre Tract of Land Being the East 20.00 Acres of Lot 1, Block 55, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, and According to Warranty Deed Recorded in Volume 1758, Page 174, Official Records, Hidalgo County, Texas, Located at 3200 East Canton Road, as Requested by Quintanilla, Headley, & Associates, Inc. on Behalf of Red Rock Realty. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve the Ordinances Providing for the

Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District, a 20.00 Acre Tract of Land Being the East 20.00 Acres of Lot 1, Block 55, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, and According to Warranty Deed Recorded in Volume 1758, Page 174, Official Records, Hidalgo County, Texas, Located at 3200 East Canton Road, as Requested by Quintanilla, Headley, & Associates, Inc. on Behalf of Red Rock Realty.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

F. Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages, Edinburg Townsite Subdivision, Lots 7 & 8, Block 229, Located at 310 West McIntyre Street, as Requested by Jace Hughes, on Behalf of JM Mejia Properties, LLC. [Jaime Acevedo, Director of Planning & Zoning]

Yilse Sepulveda stated as a resident of the adjacent apartment building she is in opposing the Special Use Permit, she said they already encounter issues with the excessive loud music, the sounds of dishes, and peoples loud conversations are becoming a nuisance and she feels that the introduction alcohol will increase foot traffic and exacerbate the noise issues they already have, she stated she deserves to live in a community that values the quality of life for its residents. Ms. Sepulveda asked the Council to consider the long-term impact this would have on the community and vote against the Special Use Permit.

The landlord to the adjacent apartments stated she opposes this proposal she stated the food trucks are already causing issues with her tenants. She said she has four apartments and one is now vacant due to noise, and the allowance of alcohol consumption will raise more issues. She asked that the Council prioritize the wellbeing of the community and deny this permit request.

Jace Hughes stated he is requesting the Special Use Permit and said they did hear about a noise complaint about the food trucks about two months ago and it was addressed. He stated they decided to not to do liquor only beer and wine to keep it more family oriented. He stated the permit would be for Thursday through Saturday from 3:00 p.m. to about 10 or 11:00 p.m.

MOTION: Councilmember David White to Approve the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages, Edinburg Townsite Subdivision, Lots 7 & 8, Block 229, Located at 310 West McIntyre Street, as Requested by Jace Hughes, on Behalf of JM Mejia Properties, LLC.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz,
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

8. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event for the "3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be Held March 29, 2025, at the City of Edinburg ACE Building and Amphitheater Area Located at 201 W. McIntyre Street, as Requested by Danny Torres on Behalf of the Edinburg Rotary Club. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for a Special Event for the "3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be Held March 29, 2025, at the City of Edinburg ACE Building and Amphitheater Area Located at 201 W. McIntyre Street, as Requested by Danny Torres on Behalf of the Edinburg Rotary Club.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Manuel Cantu, Edinburg Rotary Club addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None

The motion to Approve carried.

9. VARIANCE

A. Consider Variance Requests to the City's Unified Development Code, Article 3, Division 3.200, Section 3.202, Nonresidential and Mixed-Use Building Placement Standards, for EB Estates Subdivision, Being a 0.692 Acre Tract of Land Out of Lot 8, Block 280, Texas-Mexican Railway Company's Survey Subdivision, According to the Plat thereof Recorded in Volume 24, Pages 168- 171, Hidalgo County Map Records, Located at 5219 West S.H. 107, as Requested by SOTEX Engineering, LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: None
No Action

10. CONTRACTUAL

A. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for SH 107 Pedestrian Improvements and Beautification, with Supreme Engineering for an Amount Not to Exceed $249,000.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for SH 107 Pedestrian Improvements and Beautification, with Supreme Engineering for an Amount Not to Exceed $249,000.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies.
SECOND: Councilmember Daniel "Dan" Diaz

Fern McClaugherty she would like an explanation on what exactly does Beautification mean.

Mardoqueo Hinojosa, P.E., CFM, City Engineer, stated they are looking to add sidewalks, lighting, and landscaping so that the area looks the same from the court house going east all the way to the Expressway. He said no median would be added.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None

ABSTAIN: None
The motion to Approve carried.

11. RESOLUTION

A. Consider Resolution of Support Adopting the City of Edinburg's 2025 Legislative Priorities for the 89th State Legislative Session. [Josephine Ramirez Solis, City Attorney]

MOTION: Councilmember David White to Approve Resolution of Support Adopting the City of Edinburg's 2025 Legislative Priorities for the 89th State Legislative Session.
SECOND: Councilmember David Salazar, Jr.

Ms. Fern McClaugherty stated she only saw one item that states support legislation that would provide meaningful property tax relief. How would State Legislative even think of helping when it does not show that the City cares about the people? She stated she would like the Council inquire how the state can help property owners in the Rio Grande Valley.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

12. CONSENT AGENDA

A. Consider Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Jalpa Oaks Subdivision. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Jalpa Oaks Subdivision.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the Purchase of Network Equipment for the Service Center from Netsync Through Department of Information Resources (DIR) Contract No. DIR-CPO-4866 and DIR-TSO-4159, and Texas Interlocal Purchasing System (TIPS) Contract No. 230105 for Hardware, Installation and Deployment, in the Amount of $77,453.21. [Daniel Vera, Director of Information Technology]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the Purchase of Network Equipment for the Service Center from Netsync Through Department of Information Resources (DIR) Contract No. DIR-CPO-4866 and DIR-TSO-4159, and Texas Interlocal Purchasing System (TIPS) Contract No. 230105 for Hardware, Installation and Deployment, in the Amount of $77,453.21.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the Purchase of an Immutable Backup Solution for the City of Edinburg from Freeit Data Solutions Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of $127,928.13. [Daniel Vera, Director of Information Technology]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the Purchase of an Immutable Backup Solution for the City of Edinburg from Freeit Data Solutions Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of $127,928.13.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

D. Consider Approving the Renewal of the Licenses for the City's Virtual Infrastructure from Waypoint Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of $45,904.32. [Daniel Vera, Director of Information Technology]

MOTION: Mayor Pro Tem Jason De Leon to Approve Approving the Renewal of the Licenses for the City's Virtual Infrastructure from Waypoint Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of $45,904.32.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

E. Consider Approving the Renewal of the Network Equipment Licenses for Dustin Michael Sekula Memorial Library's Network from Netsync Through Department of Information Resources (DIR) Contract No. DIR-TSO-4167, in the Amount of $32,337.69. [Daniel Vera, Director of Information Technology]

MOTION: Mayor Pro Tem Jason De Leon to Approve the Renewal of the Network Equipment Licenses for Dustin Michael Sekula Memorial Library's Network from Netsync Through Department of Information Resources (DIR) Contract No. DIR-TSO-4167, in the Amount of $32,337.69.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

F. Consider Approving the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of $79,888.90. [Daniel Vera, Director of Information Technology]

MOTION: Mayor Pro Tem Jason De Leon to Approve the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of $79,888.90.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

G. Consider Authorizing the Purchase of One Hundred and Eight (108) Body-Worn Cameras, from Coban Technologies, Inc. Through the Houston Galveston Area Council (HGACBuy) Contract No. H-GAC EF04-21. in the Amount of $55,080.00 Using Fiscal Year 2025 Office of the Governor Body-Worn Camera Program (BWCP) Grant No. 5006601 Funds. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the Purchase of One Hundred and Eight (108) Body-Worn Cameras, from Coban Technologies, Inc. Through the Houston Galveston Area Council (HGACBuy) Contract No. H-GAC EF04-21. in the Amount of $55,080.00 Using Fiscal Year 2025 Office of the Governor Body-Worn Camera Program (BWCP) Grant No. 5006601 Funds.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

H. Consider Authorizing the City Manager to Enter Into an Agreement for an Inmate Communication Service Subscription from Network Communications International Corporation Through the General Services Administration (GSA) Contract No. 47QTCA23D0098. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the City Manager to Enter Into an Agreement for an Inmate Communication Service Subscription from Network Communications International Corporation Through the General Services Administration (GSA) Contract No. 47QTCA23D0098.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

I. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the County of Hidalgo, Texas and the City of Edinburg Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the County of Hidalgo, Texas and the City of Edinburg Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

J. Consider Awarding RFP No. 2024-023, Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems to Morin Air Cooling & Heating the Highest-Ranking Proposal and Authorize the City Manager to Enter Into a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

MOTION: Mayor Pro Tem Jason De Leon to Approve Awarding RFP No. 2024-023, Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems to Morin Air Cooling & Heating the Highest-Ranking Proposal and Authorize the City Manager to Enter Into a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

13. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
1. Fire Blankets
2. Reorganization of EEDC Board
3. Rescind letter of support for SH68
4. Research the law on what rezoning can include
5. Review items such as 7F where the applicant and owner are two different people/entities.
6. Research on when special use permits are going back to council
7. Ask staff or Downtown District to revisit downtown uses

14. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.
SECOND: Councilmember David White
There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 7:26 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT:
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr.Reconvened into Open Session and stated no action was taken in Executive Session.

A. Consultation with City Attorney. (§551.071.Consultation with Attorney; Closed Meeting; §551.087)
No Action

B. Consultation with City Attorney and Possible Action Regarding Agreements for City Events. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
MOTION: Councilmember David White to Approve to Authorize the City Manager to

proceed as directed as discussed in Executive Session.
SECOND: Councilmember David Salazar, Jr.
There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; Closed Meeting.)
No Action

D. Discussion Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

E. Discussion and Possible Action Regarding the Economic Development Agreement -Project Cave. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David White to Approve an Amended Agreement as discussed in Executive Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

15. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
JANUARY 21, 2025
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

David White	Councilmember Place 4

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Councilmember Daniel "Dan" Diaz.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on January 17, 2025 at 7:05 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REPORT

A. The Smile Transplant Alliance: Mayor Ramiro Garza, Jr. stated this was a partnership between Red Square Dental and UTRGV allowing dental hygiene students to participate in an internship program providing dental services to the community at a more affordable rate. He thanked Mr. Pedro Salazar, 2040 Committee Chair for helping making this possible.

B. Financial Management Internship Program: Mayor Ramiro Garza, Jr. stated the internship program allowing business students from UTRGV to internship at most banks located in the City of Edinburg gaining experience while getting school credit and earning an income. He said the program would benefit the students and the community.

5. CITY MANAGER'S REPORT

A. State Highway 68 (SH68) Update: City Manager, Myra L. Ayala informed the Council there was no real update and she would be reaching out to TxDOT after their January 29, 2025 meeting with legislators for an updated status.

B. Health and Wellness Initiatives

1. The Challenge RGV: Myra L. Ayala, City Manager invited everyone to kick-off and join the Challenge RGV on Saturday, January 25, 2025 from 9 a.m. to 12:00 p.m. In the three-month challenge, participants compete against fellow communities. Participants will not only be able to win prizes but they will have free access to some local gyms, the list will be handed out to participants at the initial weigh-in.
2. Healthier Texas: Myra L. Ayala, City Manager stated Healthier Texas formally known as It's Time Texas kicked off on January 13, 2025, and the City held various events to help with registrations. As an integration of the challenge, the Edinburg library will host two Balance Living sessions on January 21, 2025 and January 28, 2025 focusing on physical activities, stress management, and sleep benefits.
3. All America City David Chavana 10K / Miracle Mile / Fun Run / Health Fair: Myra L. Ayala, City Manager encouraged everyone to join the 43rd Annual All America City David Chavana 10K/ Miracle Mile/ Fun Run kicking off on Friday January 31, 2025, with a Health Fair from 10:00 a.m. to 3:00 p.m. She stated the Miracle Mile would follow at 6:00 p.m. at the Robert Flores Stadium. Ms. Ayala stated the 10K would start at 7:30 a.m. on Saturday, February 1, 2025 followed by the Fun Run at 10:00 a.m. and invited everyone to sign up or just come out in support.

6. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing the 5AM Wake-Up Ride Group as Requested by Ronnie Larralde, Executive Director of Edinburg Chamber of Commerce. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Ronnie Larralde, Executive Director of Edinburg Chamber of Commerce and a few members of the 5AM Wake-Up Ride Group were present to receive the proclamation.

Ramon Hermida, Co-founder of 5AM Wake-UP Ride Group thanked the Council for the recognition on their efforts to make Edinburg, the county and the entire Rio Grande Valley a better, healthier place.

Ronnie Larralde thanked the Council and City staff for the continued support. He stated organizations like the 5AM Wake-Up Ride Group help the community stay active and engaged. They are grateful for the different avenues the City provides the community to live an active healthier life. Mr. Larralde invited everyone that would like to ride with them. He stated they ride every Tuesday and Thursday at 5:00 a.m., with a vehicle with flashing lights for safety.

B. Presentation of Proclamation Recognizing City of Edinburg Retiree, Oscar L. Treviño, Lieutenant, Edinburg Police Department for 37 Years of Service. [Belinda Torres, Director of Human Resources]
The proclamation will be presented at the next City Council Meeting.

7. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated it has been a very long time since Hidalgo County has voted republican, she said the new president stated elected officials have a spending problem and that is why there is 20% inflation and more people are going on welfare. He said the government needs to cut down on the spending and concentrate on the basic needs and lower taxes. Ms. McClaugherty stated the City's budget this fiscal year is 6% higher than last year, because the City is going to pay $14 million relocating highway utility lines, pay $25 million to build high rise parking garage for the county, finish paying for the sports arena and the sports training facility. She said the City is going to payoff a $200 million debt, and will be gifting $10 million to Doctors Hospital for the Driscoll's Children's Hospital. Ms. McClaugherty stated the major issues City residents are facing is the 20% inflation in the medium household income, which is about $58,000 a year, and has not increased and is slightly higher than the county of $54 thousand a year. She stated the 67% water rate increase, and the property values being doubled makes these finance conditions more serious. Ms. McClaugherty stated a tax payer must deal with 6 different entities wanting more each year, the significant annual tax increase is driving more people into multi-family housing, all things being equal, home values increase slowly they do not double in one or two years. She stated the City of McAllen has a forty-seven cent tax rate and it provides for 125 thousand people, Hidalgo County serves 1.2 million and has a tax rate 57.5 cents 5.5 cent less than the City of Edinburg's tax rate of 63 cents.

There were no further Public Comments.

8. PRESENTATIONS AND REPORTS

A. Presentation and Possible Action Regarding Alberta Road Reconstruction Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

Mardoqueo Hinojosa, City Engineer stated the Alberta Road project consisted of reconstruction and expansion between I69 and the City's west city limits, west of McColl Road. He said all the projects and their progress can be followed on the City's webpage, each project can be individually viewed every step of the way including the costs. Mr. Hinojosa stated milestone one McColl Road going west has been completed, the portion between McColl and Jackson Road has been completed, on the section between Jackson Road, Sugar Road the road has been paved, and minor adjustments are being done to the sidewalks and driveways. He stated they have paved the first lift of the area east of Sugar Road to the West Canal Street, the next section is expected to be completed by next April which is from Canal Street to Closner Boulevard. Mr. Hinojosa stated they expect to begin the project east of Closner Boulevard in March to close the project by the end of April. He stated the intersection of Alberta Road and Closner Boulevard is what has been discussed in the recent months, the options that have been analyzed is a 3–leg intersection (standard intersection), a 3-leg intersection (by-pass intersection), a roundabout, and a median with north and south left turns to Alberta Road or no improvement.

Mayor Ramiro Garza, Jr. asked how long ago were the analysis done and when did the entire project get started?

Mardoqueo Hinojosa stated the traffic study was done about a year and a half ago, and the results warranted some improvements based on the amount of traffic and the accidents. He said bonds were issued in 2019; the project was split in two different phases. The section between McColl Road west city limits was done first and this section would be done next.

Mayor Pro Tem Jason De Leon stated with this proposal plan it shows only two lanes going on Sugar towards Closner Boulevard. He asked if the storage unit in that area still needed to be removed and is the proposal was more affordable and the safest proposal for the intersection.

Mardoqueo Hinojosa stated the storage units would remain intact. The three lane improvements will be done on the right of ways and this option is more affordable. He stated the median option and 3-leg intersection are what TxDOT approved.

Councilmember Daniel "Dan" Diaz stated a full traffic light intersection was proposed but raised concerns of cause traffic to back up onto the flyover causing accidents due to the limited visual from the flyover. He said the main concern at this intersection is heading east on Alberta trying to cross Closner Boulevard to gain access to the expressway. Councilmember Diaz stated with the 3-leg option there is no access east and west. The median option allows the Closner Boulevard south bound traffic to turn east allowing the access to the expressway so it allows access to sides with the

exception of crossing Closner Boulevard east and west from Alberta Road, which is what was causing most of the major accidents.

Mayor Ramiro Garza, Jr. stated it was discussed that a full traffic intersection would work with traffic signs and blinking lights on the overpass, but TxDOT stated would not work because signage and warning lights could not be put up.

Mr. Alvarez, TxDOT representative stated the concern is that a red light would cause the north bound traffic to back up on the ramp itself, as stated the warning signs and flashing lights have been supplemented in other places but there are different geometrics, different circumstances and the speed also plays a big part. If you are going at a high speed on that ramp you cannot see what is ahead because of the hump, and that can cause a rear end collisions with possible fatality. He stated they have reviewed the median option and the 3-leg option both options are acceptable but they both have pros and cons and TXDOT will work with the elected officials. Mr. Alvarez stated in time as traffic continues to grow there might be situations where they will have to consider additional improvements. He stated the 3-legged option provides the ability for east to north to happen, it also provides a right turn lane to head south bound but not impede the northbound traffic.

Mayor Ramiro Garza, Jr. stated whatever they decide it is about the safety, but he stated his concern is that a median does not allow traffic east to west because Trenton Road is already heavily used and this is providing a barrier to allow this east to west traffic. He stated the area just continues to grow and that leaves the traffic going to Owassa Road or Trenton Road, it limits the access to the highway. He asked if there was any other option, where there would not be a median in place.

Mr. Alvarez stated there is no doubt traffic will continue to grow and whether it is an on system or off system roadway at the end of the day, it is transportation network where the City, the County, and TxDOT work together. He said one thing they have found over the years is that people adjust their driving patterns to the situation, so either option that is selected the driving patterns are going to change, and at that point the situation can be reevaluated and see what are the best options.

Mr. Carlos Ferrera stated he owns the One Stop shop on the corner lot. He said he has suggested a roundabout allowing all four corners to travel safely. He said roundabouts allows flowing traffic from all four directions without limiting east to west or west to east or north and south and there are no stop signs so it does not interrupt anyone coming from the highway. He said he would donate whatever space of land needed from his side to have a big two-lane roundabout to allow the fluency of traffic. He stated at this point anything is better because right now that intersection is too dangerous. He stated his business will be opening in March no later than April, he does body work and works with Bert Ogden so his business alone will create a lot of in and out traffic.

Mardoqueo Hinojosa stated they did consider a roundabout but like Mr. Alvarez

mentioned, the geometrics, how close it is to the ramp, and the actual speeds do not allow for a roundabout.

Fern McClaugherty stated TxDOT loves medians but the public does not like medians and the Council needs to consider what is good for the public. She stated if you have someone coming up that ramp at 77mph the police department needs to be arresting them. Ms. McClaugherty stated she does not understand why TxDOT cannot put up flashing lights 100 feet or 500 feet or in a mile there is going to be a traffic light. The people do know what those mean. She stated the traffic lights could be set to where if there is no traffic the light will change, and they can be timed with a shorter red light so that the traffic does not back up and still allows the public to drive across. Ms. McClaugherty stated she lived closed to the intersection for many years and there were many accidents. She asked the Council to consider the public and not just what TxDOT is saying, because this is the City of Edinburg and if TxDOT cannot work with the City and add a few signs then leave the intersection as is.

Mr. Vacker stated the new option is better than the first. He stated he was just in California and right before the Montecito Village on the 101 freeway one of the busiest in the State of California they have an exit ramp you come off the freeway onto a roundabout on the left there is an overpass and on the right there is a street and he has never seen an accident. Mr. Vacker stated on the other side of Montecito by the Montecito Country Club they have another roundabout and has a lot of traffic and they are traveling fast but you do not see any wrecks. He stated if roundabouts work in California why could they not work here? Mr. Vacker stated Alberta Road is presently closed and it is a mess driving out there, he said it is a nightmare trying to get to Owassa Road or Trenton Road. He said it is going to get worse if they develop the medical center and they are building a big hospital on Jackson Road and all the east/west traffic has to move. Mr. Vacker stated his understanding was that TxDOT was going to install some flashing lights and speed limits before you enter the over pass and it seems like that has been thrown out. He said a lot of the traffic is backing up and the traffic have started turning onto Conquest Blvd. and going through the Cadillac dealership trying to get onto the expressway. Mr. Vacker stated TxDOT placed a high curb on the south exit ramp in front of the Cadillac dealership, because cars were exiting and turning onto Alberta Road he said they asked TxDOT not to do that because it was dangerous. TxDOT did it anyways and there have been numerous accidents since the curb went up. He stated his cameras captured a car hit the curb fly in the air and flip three times. He said they have replaced the front gates to that dealership four times and have lost three Cadillac KYRIQs each priced between $80,000 and $90,000 vehicles, and they have had over $200,000 in damages to other cars since that curb was built, he said that curb is not necessary. Mr. Vacker stated east and west flow on Alberta Road has to be available, especially when there is an event at the Bert Ogden Arena. He said just trying to drive through that area at 5:00 p.m. the traffic is terrible, but the installation of the yellow blinking light did decreased the number of accidents significantly. He stated putting warning lights and the speed limits coming onto the over pass will make motorist aware of a dangerous intersection; he stated this intersection has been in talks for a long time but nothing has been done.

Tom Reyna, Assistant City Manager stated the City has proposed a 4-Leg Intersection (standard intersection), a 3-Leg Intersection (by-pass intersection), a roundabout, a median with north and south left turns to Alberta Road, and there has been no improvement trying to come to some sort of agreement. This was the final option to which they have agreed to.

Mayor Ramiro Garza, Jr. stated given that Closner Blvd. is a state roadway the City cannot moved forward without TxDOT signing off.

Mr. Alvarez stated they did meet with Representative Terry Canales who suggested TxDOT look at the possibilities of doing supplemental signage and flashing lights, TxDOT did look into that and if the City of Edinburg wants to try that for a certain period for an evaluation and that is something TxDOT would consider. The supplemental signage and flashing lights would go on the bridge, he stated TxDOT had looked at that option but they still felt people were going to be speeding and rear-ending someone.

Mayor Ramiro Garza, Jr. stated TxDOT has given the City the option to put signage on Alberta Road letting motorist know there is an intersection up ahead to proceed with caution.

Tom Reyna, Assistant City Manager stated the project is dangerously closed to this intersection and to avoid further delays they would like further direction. He said if the plans must be changed or if they have to order equipment, they will come across a real time crunch.

MOTION: Councilmember David Salazar, Jr. to Approve the median option with north and south left turns to Alberta Road.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: Mayor Ramiro Garza, Jr.
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

9. RESOLUTIONS

A. Consider Resolution Authorizing the Dedication of a 5.5FT Wide Electric Utility Easement to Magic Valley Electric Cooperative, Inc. at Los Lagos Golf Course along

Holes No. 17, No. 1, and No. 2 Between the Cart Path and Property Line and Authorize the City Manager or Her Designee to Execute an Electric Utility Easement and Covenant of Access Agreement. [Tomas D. Reyna, Assistant City Manager]

MOTION: Councilmember David Salazar, Jr. to Approve Resolution Authorizing the Dedication of a 5.5FT Wide Electric Utility Easement to Magic Valley Electric Cooperative, Inc. at Los Lagos Golf Course along Holes No. 17, No. 1, and No. 2 Between the Cart Path and Property Line and Authorize the City Manager or Her Designee to Execute an Electric Utility Easement and Covenant of Access Agreement.
SECOND: Councilmember Daniel "Dan" Diaz
There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

B. Consider Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the Fiscal Year 2025 Transportation Alternatives Set-Aside (TASA) Program and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

MOTION: Councilmember David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the Fiscal Year 2025 Transportation Alternatives Set-Aside (TASA) Program and Execute Grant Documents Relating Thereto.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Mardoqueo Hinojosa, City Engineer addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

10. BUDGET

A. Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and South Texas Int'l Airport at Edinburg Fund. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve the Fiscal Year 2024-2025 Budget Transfers for the General Fund and South Texas Int'l Airport at Edinburg Fund.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

11. APPOINTMENTS

A. Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Community Development Council, One Member; Edinburg Economic Development Corporation Board of Directors, Seven Members; Recreation and Parks Board, One Member; Zoning Board of Adjustment, Five Members and Four Alternates. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Daniel "Dan" Diaz to Appoint Yolanda Gomez to the Community Development Council.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

MOTION: Councilmember Daniel "Dan" Diaz to Appoint Councilmember David

Salazar, Jr. to the Edinburg Economic Development Corporation Board of Directors replacing Councilmember Daniel "Dan" Diaz.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

MOTION: Councilmember David Salazar, Jr**.** to Appoint Javier Salazar to the Recreation and Parks Board.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

MOTION: Mayor Pro Tem Jason De Leon to Table the Appointment of One Member; Zoning Board of Adjustment, Five Members and Four Alternates.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White

ABSTAIN: None
Motion to Table Carried.

12. CONENT AGENDA

A. Consider Authorizing the Expenditure for the Reconditioning of the 836K Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of $849,422. [Ramiro L. Gomez Jr., Director of Solid Waste Management]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the Expenditure for the Reconditioning of the 836K Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of $849,422.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

B. Consider Awarding Bid No. 2025-21, Processing, Marketing and Sale of Recyclable Materials and Metals to Master Fibers, Inc. of Pharr, Texas and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Mayor Pro Tem Jason De Leon to Approve Awarding Bid No. 2025-21, Processing, Marketing and Sale of Recyclable Materials and Metals to Master Fibers, Inc. of Pharr, Texas and Authorize the City Manager to Enter Into an Agreement Relating Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White

ABSTAIN: None
Motion to Approve Carried.

C. Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $395,000.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $395,000.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

D. Consider Resolution Authorizing the City Manager to Apply and Submit a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2025-2026 E-Rate Grant Program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto. [Leticia Leija, Director of Library and Cultural Arts]

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Authorizing the City Manager to Apply and Submit a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2025-2026 E-Rate Grant Program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

E. Consider Approving the Quarterly Investment Report for the Period Ending December 31, 2024, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

MOTION: Mayor Pro Tem Jason De Leon to Approve the Quarterly Investment Report for the Period Ending December 31, 2024, Pursuant to the Public Funds Investment Act (PFIA).
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

F. Consider Resolution Approving Annual Review of the City of Edinburg's Investment Policy. [Ascencion Alonzo, Director of Finance]

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Approving Annual Review of the City of Edinburg's Investment Policy.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None

Motion to Approve Carried.

G. Consider Approving the Renewal of Google Workspace Email Services from SADA Systems, Inc. Through Department of Information Resource Contract No. DIR-CPO-5437, in the Amount of $243,432.00. [Daniel Vera, Director of Information Technology]

MOTION: Mayor Pro Tem Jason De Leon to Approve the Renewal of Google Workspace Email Services from SADA Systems, Inc. Through Department of Information Resource Contract No. DIR-CPO-5437, in the Amount of $243,432.00.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

H. Consider Approving the Agreement Between the City of Edinburg and the Boys and Girls Clubs of Edinburg Rio Grande Valley, Inc. [Nelda Ramirez, Assistant City Manager]

MOTION: Mayor Pro Tem Jason De Leon to Approve the Agreement Between the City of Edinburg and the Boys and Girls Clubs of Edinburg Rio Grande Valley, Inc.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

I. Consider Authorizing the Disposition of Approximately 21 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records

Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

MOTION: Mayor Pro Tem Jason De Leon to Approve the Disposition of Approximately 21 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

13. OTHER BUSINESS

A. Consider Canceling or Rescheduling the Tuesday, February 18, 2025 Regular City Council Meeting. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve rescheduling the Tuesday, February 18, 2025 Regular City Council Meeting to Monday, February 17, 2025.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Myra L. Ayala, City Manager addressed the Council's questions.

Councilmember David Salazar, Jr. withdrew his motion.

MOTION: Councilmember David Salazar, Jr. to Table Canceling or Rescheduling the Tuesday, February 18, 2025 Regular City Council Meeting.
SECOND: Councilmember Daniel "Dan" Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None

Motion to Table Carried.

B. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

14. EXECUTIVE SESSION

MOTION: Councilmember Daniel "Dan" Diaz to convene into Executive Session.
SECOND: Councilmember David Salazar, Jr.
There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 7:12 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

A. Consultation with City Attorney and Possible Action Regarding Amending the Bylaws of the Edinburg Economic Development Corporation. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).
No Action

B. Consultation with City Attorney. (§551.071.Consultation with Attorney; Closed Meeting; §551.087)

MOTION: Councilmember David Salazar, Jr. to Authorize the City Attorney to proceed as directed as discussed in executive session.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

C. Discussion Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

D. 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.; Closed Meeting.)

MOTION: Councilmember Daniel "Dan" Diaz to Authorize the City Manager to proceed as directed as discussed in executive session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
Motion to Approve Carried.

15. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.

SECOND: Councilmember Daniel "Dan" Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
APRIL 15, 2025
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Nelda Ramirez	Assistant City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

David White	Councilmember Place 4

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Dr. David Alexander, First Baptist Church Edinburg.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on April 11, 2025 at 6:30 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REPORT

Mayor thanked Mayor Pro Tem Jason De Leon for taking charge while he was out. He thanked his family and everyone for all their support.

A. Update Regarding City Drainage Projects
Mayor Ramiro Garza, Jr. stated he did get calls on Ebony Lane and about the drainage, but he will leave the discussion for the presentation.

B. Prostate Cancer Awareness and Update
Mayor Ramiro Garza, Jr. reminded everyone how important it is to get screened. He said anyone age 40/50 he encourages to get a Prostate Specific Antigen test done, if prostate cancer is detected early, it is treatable. He said he was very grateful to his wife for pushing him to get checked, because the cancer was detected early he was able to get surgery and he is doing good.

5. CITY MANAGER'S REPORT

A. Edinburg Municipal Court Amnesty Program
Nelda Ramirez, Assistant City Manager stated the Amnesty Program began on February 17, 2025 and has extended the deadline thru April 30, 2025. She stated the program allows individuals to pay any outstanding Class C misdemeanors fines without incurring additional fees and failure to appear fees would be waived for those who come in voluntarily.

B. 2025 Trash Bash Community Clean-Up Event
Nelda Ramirez, Assistant City Manager stated the Solid Waste Department invites everyone to come out to the 2025 Trash Bash Community Clean-Up on Saturday, May 3, 2025, 8:30 a.m. at the Edinburg Fountain Park located at 1210 E Kuhn St. She stated the event brings community volunteers teams together to clean up streets, parks, drainage ditches, and alleyways, this event is a celebration that draws the city's attention to litter prevention, recycling, and solid waste management.

6. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing City of Edinburg Retiree, Abel Beltran, Planner I, Planning and Zoning Department for 20 Years of Service. [Belinda Torres, Director of Human Resources]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Jaime Acevedo, Director of Planning & Zoning stated the City of Edinburg has benefited from having Able Beltran as an employee for the past 20 years; he has helped develop the City and some of the City's Planning and Zoning and Engineering Department staff. Mr. Acevedo stated 20 years ago his wife attended a training in San Antonio as a City of Mission employee, in a city vehicle. A training where coincidently Mr. Beltran also attended. Mr. Beltran being the man that he is drove behind her just to ensure she made

it back safely; and that is the type of man that Able Beltran is and he will truly be missed.

Able Beltran thanked the City of Edinburg for allowing him to work for the City for the last 20 years. He stated through his time here he had the privilege to work on City projects, designs and inspections. He stated he wishes the City continued success. He expressed his appreciation of department directors Jaime Acevedo and Mardoqueo Hinojosa and all the staff he has had the honor to work with. Mr. Beltran stated although it was hard to leave he is excited about the new chapter in his life.

Mayor Ramiro Garza, Jr. thanked Mr. Able Beltran for all his years of service to the City, and stated he would be missed.

B. Presentation of Proclamation Recognizing City of Edinburg Retiree, Adolfo Zapata, Communications Supervisor, Edinburg Police Department for 20 Years of Service. [Belinda Torres, Director of Human Resources]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Elias Martinez, Communications Manager stated he learned a lot from Mr. Zapata, he said Mr. Zapata knew of bad weather two days before the bad weather and was always prepared. He stated he would be missed and he thanked him for all he has done for the City of Edinburg.

Iris Alvarado stated she has worked with Mr. Zapata for the last two years and she has learned of his great commitment to the City of Edinburg and to law enforcement. She stated Mr. Zapata was a police officer, is a veteran and his love for law enforcement and doing what is right resonated day in and day out as a Communications Supervisor, she thanked him for his years of service and stated he would be greatly missed.

Adolfo Zapata thanked the Mayor, Council, City staff, and City residents for the opportunity to work here. He stated one of the reasons he decided to retire is because he too was diagnosed with prostate cancer but with the prayer and help of his mother and by God's grace his in remission. Mr. Zapata stated the Telecommunication Department is the heart of the City, he said they work with the Fire Department, Medcare EMS, Animal Control, and answer a lot of calls, so it was just time to him to retire and move on to the next chapter in his life.

Mayor Ramiro Garza, Jr. thanked Mr. Zapata for all his hard work, all his years of service and dedication to the City of Edinburg and wished him the best.

C. Present the Recipient for the Employee of the Month Award for the Month of February 2025. [Belinda Torres, Director of Human Resources/Civil Service]
Laura Cerda, Assistant Director of Human Resources presented Ashley Garcia, Media and Graphics Designer for the Library and Cultural Arts Department as the employee of the month for the month of February.

Letty Lejia, Director of the Library and Cultural Arts Department recognized the hard

work and dedication of Ms. Ashley Garcia, and stated that she is very creative and a tremendous employee who has won several awards. Just in the past year she won 17 awards and they are very proud of her.

Magdiel Castle, Director of Cultural Arts stated they are very proud to have Ashley as part of the team, he stated Ashley makes the designs for the City elevating the City's image, sharing the message with the community in an artistic way.

Mayor Ramiro Garza, Jr. thanked Ms. Ashley Garcia for her hard work, he stated the City gets recognized often but it is people like Ashley that work behind the scene that make the City look good.

7. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the citizens have just received their property values and they are not happy. She stated Mayor Pro Tem Jason De Leon and the Council approved to supporting the existing members of the Appraisal District, which the majority have served over 20 years, and some even over 30 years. Ms. McClaugherty stated the Appraisal District has consistently increased the property values. She stated the Council continues to take actions that increases the cost of living, but this Council should only take enough money to carryout basic public needs. She said people are losing their homes, she said unpaid taxes for one year could increase by 39% of what they could not pay the year before. Ms. McClaugherty asked for continued prayers for Israel and the hostages.

Richard Castello: Mr. Castello was present to request increased lighting at West Meadows behind Golds Gym he stated the neighborhood is very dark and they had vehicle theft due to the lack of lighting. He stated they have had an increase in kids and families walking in the neighborhood and an increase in traffic. Mr. Castello stated they have requested a four way stop sign on Ginger to no avail and the speed limit is still 30 miles an hour. Mr. Castello stated before COVID he came to the City with his concerns and the City Manager said all the property owners had to agree because the City would have to dig up the easements to lay all new lines. With the new technology one of the neighbors stated that was no longer necessary, they suggested LED double pole lighting.

Obed Montoya: Mr. Montoya stated he lived down the street from Mr. Castello and the City has neglected his request for lighting too. Mr. Montoya reminded the Council that three places on the Council were up for election. He wished everyone a Happy Easter.

There were no further comments.

8. PRESENTATION AND REPORTS

A. Presentation on the Status of Current Storm Drainage Improvement Projects. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
Mardoqueo Hinojosa, City Engineer stated information on any city project could be found

on the Capital Projects Dashboard, he said even the information presented at the PIPAC can be found on the website. Mr. Hinojosa said the project schedule and the ongoing status for each project are updated weekly. He presented the 2022-2025 completed projects the Lull Area Detention Pond; Hobbs Drainage, Veterans Detention Pond Phase 1; Schunior Detention Pond Phase 2; Brennaaleen Cedar, Fairhaven Drainage Ditch Expansion; Brenda Drainage Ditch Expansion; Kimberly Drainage Ditch Expansion, Stadium-Dawson Improvements; and Schunior Detention Pond Phase 3. Mr. Hinojosa presented the active projects Doolittle Detention Pond; Chapin Pond Pump Station; Brennaaleen Cedar Drainage Phase 3; Veterans Detention Pond Phase 2; Sugar Detention Pond; Sprague Street Bridge-Bridge Grant; Chateau Estates; Luna Subdivision Drainage Improvements; Ebony Hills Detention Pond Iowa Estates Drainage; and Faysville Drainage.

Councilmember Daniel "Dan" Diaz stated on the Veterans Detention Pond Phase 1 when it rained the streets flooded and the residents were walking in mud and water up to their knees. He said it was a hectic time but the project was transformative for the area. Councilmember Diaz requested the volume every detention pond holds.

Mr. Hinojosa stated the streets and the right of way were very narrow. He said they had to install sanitary sewer and the storm drainage. Mr. Hinojosa said there was only one-way in and out of the subdivision, this was constrictive to the project making it difficult for the residents to enter and exit their homes. On top of that every time they got ahead on the project it rained, back tracking the project for weeks. It was a challenge but now it is good to see the streets dry.

Mayor Ramiro Garza, Jr. stated he likes that this information is on the website for everyone to see what is going on and he asked Mr. Hinojosa to add a column to include the dollar amounts. Mayor Garza stated when a project runs into a challenge, staff should have a meeting and inform the residents of what is happening, because they see the project is at a standstill but they do not know why.

Councilmember Daniel "Dan" Diaz stated sometimes a project can be at a standstill for weeks at a time, and it is not always an issue with the City. The residents should be educated and informed what the issue is and who is addressing the issue, especially when a gas line, a water pipe or whatever the challenge is it can only be taken care of by a different entity.

The presentation will be part of the minutes.

B. Presentation from the Department of Public Works on the Impact of Leaf and Grass Clippings within the Stormwater System. [Vincent Romero, Director of Public Works]

Vincent Romero, Director of Public Works stated they would be presenting the impact that leaves, grass, and debris have on the stormwater system. He said with the recent rains there was some flooding and they did find that some of it was caused by clippings and leaves.

David De La Fuente, Stormwater Manager stated the Clean Water Act was established in 1972, to reduce the pollutants that go into the stromwater system. He said the City of Edinburg has an ordinance in place that prohibits dumping pollutants into the stormwater system. Mr. De La Fuente stated they provided educational informative classes along with other programs to help prevent as many pollutants as possible from making into the stormwater system.

Councilmember Daniel "Dan" Diaz stated there needs to be a way to educate the lawn care companies, and the HOA, maybe a flyer something to get everyone on board.

Mayor Ramiro Garza, Jr. asked that they upload the presentation to the website and for it to be presented to the 2040 Committee.

The presentation will be part of the minutes.

C. Presentation Regarding Funding Request Overview for Permit 956C. [Ramiro Gomez, Director of Solid Waste Management]

Ramiro Gomez, Director of Solid Waste Management stated Permit 956C was issued to the City of Edinburg in 2019, this added an addiontal 67 years of life to the current landfill. As part of the permit, a detailed plan must be submitted to comply with State and Federal regulations. He said the plan lists scheduled development of the different things the City must do to move on to a new unit. Mr. Gomez stated the new unit is separated into three different sections and each section has a point that will trigger the sequences of the development schedule. He said every time they enter the new phase of a unit, there are certain things that must be in place and the state will come and inspect before they allow operations on that phase. Mr. Gomez continued presenting the schedule of the development.

Mayor Ramiro Garza, Jr. stated the City received the permit from the stated in 2019, but bonds were not issued until 2021. He asked what happened why it took so long. Mayor Ramiro Garza, Jr. stated before a budget was set aside to take care of all of this, did the City stop.

Mr. Gomez stated the landfill was issued the State permit in 2019, they also started their long range planning. He said as part of long range planning there has to be certain items in place like the ground monitoring system and provide the state with eight quarters of reporting before any excavation or any landfill work related can be done in that area. He said once the information is provided then the State says to continue.

Ascencion Alonzo, Director of Finance stated in the past they had a depreciation reserve fund, setting aside money for big projects that could be funded out of operations, that account closed with about 1.6 million. Those funds were used toward machinery or for operational funds and some of it was transferred to different funds to subsidize some of the other funds.

Mayor Ramiro Garza, Jr. stated they needed to plan accordingly to put that ordinance

back in place for the betterment of the landfill and help support operations and improvements.

Councilmember Daniel "Dan" Diaz requested the date the ordinance was changed, and a brief explanation of how important the landfill is for the City, so that they do not need to raise taxes.

Ascencion Alonzo, Director of Finance stated that operation does not just provide landfill services to the residents; it also produces revenue because some of the surrounding Cities have a contract to use the landfill. He said the Council has not changed the rates for residents in quite some time.

Ramiro Gomez, Director of Solid Waste Management stated the landfill does serve the public and it is a repository for the City, the City does not charge themselves, but if they had to go somewhere else that would increase the cost of operations for the City to dispose the waste of the City. Mr. Gomez stated the City does have many contracts with other entities and they continue looking to attain more contracts. He said with those contracts; the City is contractually obligated for the years contracted to provide airspace and the landfill is available to them at and when they need it. Mr. Gomez stated they have to make many improvements in order to do that because if needed the landfill has to operate 24 hours a day, in all types of weather.

Bobby Villarreal, Estrada Hinojosa stated on the General Fund the outstanding debt is about $107,000,000.

Mayor Ramiro Garza Jr. stated he would like this information to be available to the residents so he asked that it be added to the City's website.

Mr. Alonzo stated the budget, and the audit are both online. He said the budget included the debt schedules for the issuance they have done, the budget also includes notes of what has been paid.

Bobby Villarreal went over the Solid Waste Pro-Forma, he said the net operation revenue available for debt services is about $9,200,000, after income and expenses.

Arnoldo Cantu, Cantu, Harden, Montoya Bond Council stated the resolution is a two-step process; the first resolution authorizes a notice of intent to be published on the newspaper and posted on the website. Mr. Cantu stated the name of the certificates would be Combination Tax and Revenue Certificates of Obligation. He said Texas law allows you to issue revenue bonds without an election and they can do a double barrel pledge where you pledge both revenue bonds and ad valorem taxes. The reason the double barrel pledge is favorable because it is a stronger credit. If you do a pure revenue bond the market will require additional requirements you would have to keep your rates at a certain level or higher. You will not be able to issue more debt unless you have a certain amount of revenue coming in. He said the security for a payment, a pure revenue bond, is not as secure, you will see higher interest rates. Mr. Cantu stated the double barrel pledge is a

combination of ad valorem taxes and revenues. Mr. Cantu said Ms. Ramirez corrected him and these COs would be paid from the Municipal Solid Waste System Pledge. He stated here they are pledging revenue and taxes however, every year they have a self-supporting column, that money is coming in from the landfill and it is sufficient to pay, so every year when the City appropriates budgets you will be transferring from the enterprise fund into the debt service fund for the COs and the City will not have to raise taxes.

Councilmember Daniel "Dan" Diaz stated the only reason they are adding the tax value is to get a better interest rate.

Mayor Ramiro Garza, Jr. asked how does this affect the overall ability to consider certificates of obligation, does this affect the capacity or is it more like a contingent liability. It is not counted against the ability to service debt for street improvements, drainage and that sort of stuff.

Bobby Villarreal stated if the Council would approve today they would publish and have to wait 45 days to issue, so they would come back on June 17, 2025, to issue and there is a reimbursement resolution if they need to expend funds.

9. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 7:32 p.m. There being further comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:32 p.m.

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, Lot 83, Alberta Heights Landing Subdivision, Located at 421 West Alberta Road, as Requested by Manuel Perez. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Deny the Ordinance Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, Lot 83, Alberta Heights Landing Subdivision, Located at 421 West Alberta Road, as Requested by Manuel Perez.
SECOND: Councilmember David Salazar, Jr.

There was discussion.

Mayor Pro Tem Jason De Leon asked why the Planning and Zoning Commission denied the ordinance. He said it is on Alberta Road and there is a daycare there already, is there a specific reason why it was denied.

Jaime Acevedo, Director of Planning & Zoning stated the Planning and Zoning Commission denied it because it is on the north side of Alberta Road and the surrounding areas are single family and the lot sizes are too small for commercial. He said they did have some oppositions from some of the neighbors as well.

Mayor Ramiro Garza, Jr. asked what type of commercial were they considering.

Martin Salinas stated it is a half-acre lot and he is trying to set up a shop there where his techs would meet but the work would be done on site at the businesses.

Jaime Acevedo, Director of Planning & Zoning stated it is in an area that is transitioning but right now, it goes against the future land use as well.

Councilmember Daniel "Dan" Diaz stated the Planning and Zoning Commission denied the rezoning and staff is recommending denial. He thanked Mr. Salinas for wanting to bring in a business into the City but there are things he likes to consider. He said currently the two lots next to this are single-family homes. Councilmember Diaz stated if there is something he can workout with the neighbors, some kind of an agreement it is easier for the Council to make a decision.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: Mayor Ramiro Garza, Jr., and Mayor Pro Tem Jason De Leon
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Deny failed.

MOTION: Councilmember David Salazar, Jr. to Table the Ordinance Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, Lot 83, Alberta Heights Landing Subdivision, Located at 421 West Alberta Road, as Requested by Manuel Perez.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None

The motion to Table carried.

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential Multi-Family (RM) District, 8.674-Acres Out of Lots 10-17, Cornerstone Heart Hospital, According to the Map or Plat thereof Recorded in Document No. 1506791, Hidalgo County, Texas, Located at 4505 South Jackson Road, as Requested by Borrego Construction, LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Deny the Ordinance Providing for the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential Multi-Family (RM) District, 8.674-Acres Out of Lots 10-17, Cornerstone Heart Hospital, According to the Map or Plat thereof Recorded in Document No. 1506791, Hidalgo County, Texas, Located at 4505 South Jackson Road, as Requested by Borrego Construction, LLC.
SECOND: Mayor Ramiro Garza, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Jaime Acevedo, Director of Planning & Zoning stated since it is in the heart of the medical district the Planning and Zoning Commission stated they wanted multi-family for those who work in the medical district.

Mayor Ramiro Garza, Jr. stated this is a zoning request but inquired on the type of multifamily.

Victor Borrego stated the current proposal is for 240 unit three story upscale apartments with many amenities, it would be phase two of the development on Nolana Loop and McColl Road. He said the front two acre of the property would be commercial.

Mayor Ramiro Garza, Jr. called for a vote.

Councilmember Daniel "Dan" Diaz withdrew his motion.

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential Multi-Family (RM) District, 8.674-Acres Out of Lots 10-17, Cornerstone Heart Hospital, According to the Map or Plat thereof Recorded in Document No. 1506791, Hidalgo County, Texas, Located at 4505 South Jackson Road, as Requested by Borrego Construction, LLC.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District, a 0.20 Acre Tract of Land Out of Lot 1, Section 280, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as Per Map Recorded in Volume 24, Page 168-171, Deed Records of Hidalgo County, Texas, Located at 715 North Hoehn Road, as Requested by Jose Frank Garcia. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District, a 0.20 Acre Tract of Land Out of Lot 1, Section 280, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as Per Map Recorded in Volume 24, Page 168-171, Deed Records of Hidalgo County, Texas, Located at 715 North Hoehn Road, as Requested by Jose Frank Garcia.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

D. Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages for Late Hours, Being Lots 16-17, Blk 233, Edinburg Original Townsite, Located at 108 North 12th Avenue, as Requested by Crazy Hat Entertainment LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages for Late

Hours, Being Lots 16-17, Blk 233, Edinburg Original Townsite, Located at 108 North 12th Avenue, as Requested by Crazy Hat Entertainment LLC.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

10. VARIANCE

A. Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.301, Dedication of Improvements, Being 0.92 of an Acre Tract of Land, Being a portion of Lot 12, Block 62, Amended map of Santa Cruz Gardens Subdivision, Unit No. 2, as Recorded in Volume 8, Page 28, Map Records, Hidalgo County Texas, Located at 4725 North Cesar Chavez Road, as Requested By R. E. Garcia and Associates. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Jason De Leon to Approve Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.301, Dedication of Improvements, Being 0.92 of an Acre Tract of Land, Being a portion of Lot 12, Block 62, Amended map of Santa Cruz Gardens Subdivision, Unit No. 2, as Recorded in Volume 8, Page 28, Map Records, Hidalgo County Texas, Located at 4725 North Cesar Chavez Road, as Requested By R. E. Garcia and Associates.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Jaime Acevedo, Director of Planning & Zoning stated this is one mile outside the City's limits inside the City's ETJ. The family was proposing a family partition where they will take a homestead lot and divide it into two. They are giving up the additional right of way to widen the street but they are asking for a variance not have to pay the street widening fee.

Mayor Pro Tem Jason De Leon withdrew his motion.

MOTION: Mayor Pro Tem Jason De Leon to Deny Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.301, Dedication of Improvements, Being 0.92 of an Acre Tract of Land, Being a portion of Lot 12, Block 62, Amended map of Santa Cruz Gardens Subdivision, Unit No. 2, as Recorded in Volume 8, Page 28, Map Records, Hidalgo County Texas, Located at 4725

North Cesar Chavez Road, as Requested By R. E. Garcia and Associates.
SECOND:

Motion failed.
No Action

11. ORDINANCE

A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title IX General Regulations, Chapter 97 Parks and Recreation, Fees and Rental of Public Facilities, Section 97.54 Rental Rates as Prescribed for All Public Facilities. [Leticia Leija, Director of Library & Cultural Arts]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title IX General Regulations, Chapter 97 Parks and Recreation, Fees and Rental of Public Facilities, Section 97.54 Rental Rates as Prescribed for All Public Facilities.
SECOND: Mayor Pro Tem Jason De Leon

Magdiel Castel, Director Cultural Arts stated the waiver of fees would go through City Management and depending on the fees; it would be brought before the Council.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII Code, Chapter 73 Parking Schedule by Adding Schedule III, 2 Hour Parking Zones with Hours, Locations, and Penalties. [Tomas D. Reyna, Assistant City Manager]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII Code, Chapter 73 Parking Schedule by Adding Schedule III, 2 Hour Parking Zones with Hours, Locations, and Penalties.
SECOND: Mayor Pro Tem Jason De Leon

Fern McClaugherty stated she was opposed to penalizing the public. She said everyone who goes to the courthouse knows you will not be there less than one hour.

Mayor Ramiro Garza, Jr. stated this came from the small businesses because the courthouse employees are parking in front of their businesses obstructing the opportunity for their customers to park.

Councilmember Daniel "Dan" Diaz stated this is the first and quick fix to help the businesses around the courthouse the next phase will be the parking meters.

There was discussion. Josephine Ramirez Solis, City Attorney addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

12. BUDGET

A. Consider Ordinance Amending the Budget for the 2024-2025 Fiscal Year Carry-Overs Appropriations to the General Fund, Hotel Occupancy Tax Fund, Utility Fund, and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Amending the Budget for the 2024-2025 Fiscal Year Carry-Overs Appropriations to the General Fund, Hotel Occupancy Tax Fund, Utility Fund, and Solid Waste Management Fund.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

B. Consider Ordinance Amending the Budget for the 2024-2025 Fiscal Year by Providing Additional Appropriations to the General Fund. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Amending the Budget for the 2024-2025 Fiscal Year by Providing Additional Appropriations to the General Fund.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

C. Consider Approving the Fiscal Year 2024-2025 Budget Transfer for the General Fund. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve the Fiscal Year 2024-2025 Budget Transfer for the General Fund.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

13. RESOLUTION

A. Consideration and Appropriate Action on a Resolution by the City Council of the City of Edinburg, Texas Authorizing and Approving the Publication of a Notice of Intention to Issue Certificates of Obligation; Complying with the Requirements Contained in the Securities and Exchange Commission Rule 15c2-12; and Providing an Effective Date. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember Daniel "Dan" Diaz to Approve to Appropriating Action on a Resolution by the City Council of the City of Edinburg, Texas Authorizing and

Approving the Publication of a Notice of Intention to Issue Certificates of Obligation; Complying with the Requirements Contained in the Securities and Exchange Commission Rule 15c2-12; and Providing an Effective Date
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

B. Consideration and Appropriate Action on a Resolution Establishing the Intention of the City of Edinburg, Texas to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Acquiring, Constructing, and Equipping Various City Improvements from the Proceeds of One or More Series of Tax-Exempt Obligations to be Issued by the City for Authorized Purposes; Authorizing Other Matters Incident and Related Thereto; and Providing an Effective Date. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve Appropriating Action on a Resolution Establishing the Intention of the City of Edinburg, Texas to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Acquiring, Constructing, and Equipping Various City Improvements from the Proceeds of One or More Series of Tax-Exempt Obligations to be Issued by the City for Authorized Purposes; Authorizing Other Matters Incident and Related Thereto; and Providing an Effective Date.
SECOND:

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

14. AWARDING OF BID

A. Consider Authorizing the Purchase of the Time and Attendance System from Time Clock Plus, Through OMNIA Partners Cooperative Contract No. 14-10 in the Amount of $188,386.33, a One-Time Fee and a Recurring Annual Fee of $69,817.00 Thereafter and Authorize the City Manager to Execute Any Documents Related Thereto. [Belinda Torres, Director of Human Resources/Civil Service]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of the Time and Attendance System from Time Clock Plus, Through OMNIA Partners Cooperative Contract No. 14-10 in the Amount of $188,386.33, a One-Time Fee and a Recurring Annual Fee of $69,817.00 Thereafter and Authorize the City Manager to Execute Any Documents Related Thereto.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

15. CONTRACTUAL

A. Consider Authorizing the City Manager to Negotiate and Enter into an Interlocal Agreement Subject to Final Legal Review Between the City of Edinburg and the City of Pharr, Texas for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Negotiate and Enter into an Interlocal Agreement Subject to Final Legal Review Between the City of Edinburg and the City of Pharr, Texas for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None

ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

16. ECONOMIC DEVELOPMENT

A. Discussion and Possible Action Regarding Amending the EEDC Bylaws. [Josephine Ramirez Solis, City Attorney]
Josephine Ramirez Solis, City Attorney stated this would be an amendment to add a requirement that any professional staff and staff be hired with board approval.

MOTION: Councilmember David Salazar, Jr. to Approve Amending the EEDC Bylaws.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

17. CONSENT AGENDA

A. Consider Authorizing the Purchase of a Verkada Camera System from TelePro Communications Through The Interlocal Purchasing System (TIPS) in the Amount of $36,496.52. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of a Verkada Camera System from TelePro Communications Through The Interlocal Purchasing System (TIPS) in the Amount of $36,496.52.
SECOND: Mayor Pro Tem

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White

ABSTAIN: None
The motion to Approve carried.

B. Consider Amending the Purchase of Six (6) Police Light Packages for Departments 2024 Chevy Tahoes from South Texas Communications Through the Local Government Purchasing Cooperative (Buyboard) in the Amount of $33,690.34. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David Salazar, Jr. to Approve Amending the Purchase of Six (6) Police Light Packages for Departments 2024 Chevy Tahoes from South Texas Communications Through the Local Government Purchasing Cooperative (Buyboard) in the Amount of $33,690.34.
SECOND: Mayor Pro Tem

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

C. Consider the Renewal of an Interlocal Cooperation Agreement Between the City of Edinburg and Hidalgo County for Services Provided Through the Hidalgo County Library System. [Letty Leija, Director of Library & Cultural Arts]

MOTION: Councilmember David Salazar, Jr. to Approve the Renewal of an Interlocal Cooperation Agreement Between the City of Edinburg and Hidalgo County for Services Provided Through the Hidalgo County Library System.
SECOND: Mayor Pro Tem

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

D. Consider Approving the Quarterly Investment Report for the Period Ending March 31, 2025, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve the Quarterly Investment Report for the Period Ending March 31, 2025, Pursuant to the Public Funds Investment Act (PFIA).
SECOND: Mayor Pro Tem

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

18. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager

Mayor Ramiro Garza, Jr. he would like an update on street improvements but would like to have workshops before the City Council Meeting.

19. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 8:04 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
No Action

B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

C. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)
No Action

20. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.
SECOND: Mayor Pro Tem Jason De Leon

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
MAY 21, 2025
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Dr. David Alexander, First Baptist Church Edinburg.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on May 16, 2025 at 7:15 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REPORT

Financial Management Internship Program

Mayor Ramiro Garza, Jr. stated the Edinburg Economic Development Corporation, Local Banks, and UTRGV signed a memorandum of understanding for a new Internship Program for UTRGV Junior students who want to pursue a financial career. Mayor Garza thanked the banks for their participation, he thanked the Edinburg 2040 Committee members who initiated and got the program going. He stated this is a great initiative and these students are going to get a lot of experience working at a bank while getting credit at the university.

5. CITY MANAGER'S REPORT

A. City of Edinburg Events

Memorial Day Commemorative Ceremony: Myra L. Ayala, City Manager stated the City of Edinburg would like to invite the community to attend the annual Memorial Day Commemorative Ceremony, Friday, May 23, 2025, at 10:00 a.m. at the Edinburg Municipal Auditorium located at 200 N. 7th Ave. She said this meaningful event honors the brave men and women who gave their lives in service to our country, with a special recognition of Edinburg's own fallen heroes. The program will include tributes, moments of reflection, and various presentations. The City extends a special invitation to the families of Edinburg's 90 fallen heroes. Ms. Ayala stated their presence would serve as a reminder of the cost of freedom and the depth of our community's gratitude. Residents of all ages are encouraged to attend this heartfelt gathering of remembrance and unity as we honor those who gave the ultimate sacrifice for our country.

Summer Concert Series: Myra L. Ayala stated the City of Edinburg would be kicking off the 2025 Summer Concert Series; these events aim to provide free accessible music experiences for the community. The first concert will be held on Friday, May 30th featuring rising country artist William Beckmann as the headliner. Opening performances will feature Texas-based artist Dustin De La Garza and Edinburg's own Shaun Mecca, a former City of Edinburg employee who left the city to pursue his music career and the city wants to be supportive by bringing him home to perform. She stated the two new concerts could be added to everyone's calendars Saturday, June 14th, headlined by Queen Nation a tribute to the music of Queen and Saturday, July 12th, headlined by Strangelove a tribute to Depeche Mode. The Summer Concert Series will be held at the City's Promenade Park Amphitheater located at 201 W. McIntyre St. from 8:00 p.m. to midnight; with doors opening at 7:00 p.m.. Ms. Ayala encouraged attendees to bring lawn chairs and blankets. Food trucks and beverage vendors will be present and no outside food or drinks will be allowed.

Edinburg Community Garage Sale: Myra L. Ayala, City Manager stated the Edinburg Parks and Recreation Department will be hosting a Community Garage Sale Saturday, May 24th from 8:00 a.m. to 1:00 p.m. at the El Tule Gyms located at 700 S. Veterans

Boulevard. She said they would have over 70 vendors offering everything from clothing, household items to collectibles and unique finds, this free event is a great opportunity for residents to browse and shop.

6. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing Captain Carlos Martinez†, United States Marine Corps for His Service and Dedication. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mr. Martinez son of Captain Carlos Martinez† thanked everyone for the recognition and stated his father put a lot of effort into his career. He stated his father taught them many good things, he gave thanks on behalf of his mother, siblings and Captain Martinez's† siblings as well.

Mary Villarreal thanked the Marine Corp representative and Veteran Frankie Barrientes stating their attendance was an honor.

Councilmember Daniel "Dan" Diaz thanked the Martinez family for educating everyone on the history of Captain Carlos Martinez†. He stated as a formal combat medic he could say the brave pilots and soldiers on the choppers that drop off and pick up the medics and the injured soldiers, are the lifesavers. Councilmember Diaz stated yes the medics do their job but if they are not picked up they cannot do anything and they are just stuck. He asked the active service man present to be recognized. He stated the City of Edinburg is a Hometown of Heroes, an All-America City because of all of the residents, he thanked everyone present and to the family members that bare the crosses no one sees.

Cesar Medina, military para-recruiter for the McAllen, Texas office was present at the meeting.

Mayor Ramiro Garza, Jr. thanked Ms. Mary Villarreal for reaching out to the City to request this recognition. He stated Captain Carlos Martinez represents what Edinburg is about, a Hometown of Heroes, that is exactly what he was, and that is how he will be remembered.

B. Presentation of Proclamation Recognizing May 18-24, 2025 as Public Works Week. [Vincent Romero, Director of Public Works]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Vincent Romero, Director of Public Works and some of the Public Works staff were present to receive the proclamation. Mr. Romero stated the dedicated employees that often-go unseen are the ones that make daily life possible. He said they are problem solvers, first responders, and stewards of the City's infrastructure, without their hard work roads, drainage system, and public spaces would not function. Mr. Romero stated the mission of Public Works is to improve the lives of the residents and support the visions of this City. He thanked the Council for the continued support, the investment in

infrastructure, and the belief in the value of the work of Public Works. Together with the people, the purpose, and their presence they will build a stronger, safer city for all.

Councilmember David White thanked the Public Works staff for all of their hard work and stated he knows that the equipment outside is the most pristine they have but the public does not see that many employees make do with what they get.

Mayor Ramiro Garza, Jr. thanked the Public Works Department for all they do day in and day out and especially for being part of the frontline during natural disasters.

7. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the action of this Council is the reason behind the high property values. She said elected officials from the city and the school district are allowed to increase their budget by encouraging the Appraisal District to increase the property values. Ms. McClaugherty stated the City gave staff a 3% increase. Did you know that if a person is making $15.00 an hour that gives them an extra $100.00 a year? She said the Council also raised the water rates, and there is still no more water for growth. Ms. McClaugherty stated too much spending is causing an impact on the people, so stop spending.

Diane Teter: Ms. Teter stated at the previous meeting a statement was made that the City should only use tax money to provide the essential services only. She said public safety, infrastructure maintenance, utilities, public health, environmental protection, transportation, social services, civic engagement, education, public libraries, schools and adult education programs are considered essential services. These services could be categorized into short and long-term services. Short-term essential services like emergency response, road maintenance, garbage collection, water supply repairs, temporary shelters, and public health alerts. Long-term essential services- infrastructure, development, environmental programs, housing projects, disaster preparedness, urban planning, and public education, expanding and improving schools and libraries. She said public education is funded by state funds and local property taxes, in 2023, the state contributed only 43% of school funding meaning local sources covered the majority. The basic allotment for schools has been stagnant since 2019 and during Greg Abbott's tenure as Governor, the education state funding has decreased and the local property taxes have taken on a larger burden. Ms. Teter stated the proposed property tax changes shifted even more burden on the people, the homestead exemption increased from $100,000 to $140,000 reducing the taxable home value. Business property tax cuts would increase from $2,500 to $125,000 again shifting the tax burden to homeowners. She stated as a retired educator, and advocate for public education she has realized that the City's dedicated professionals must navigate the increasing constraints of local government funding while adapting to the growing expansion of state control. Ms. Teter thanked the Edinburg City Council and all city staff for all of their hard work and dedication.

8. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for "La Capilla 10th Anniversary of Father Rene Gaytan" to be held on Saturday, June 7, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Father Rene Gaytan. [Jaime Acevedo, Director of Planning and Zoning]
No Action

B. Consider Ordinance Providing for a Temporary Special Use Permit for the "19th Annual Texas Cook'Em: High Steaks in Edinburg" to be Held on Tuesday, July 1, 2025 through Friday, July 4, 2025, at the Ebony Hills Golf Course, Being a Tract of Land Containing 66.886 Acres Situated in the City of Edinburg Out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark S. Peña Drive, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance for a Temporary Special Use Permit for the "19th Annual Texas Cook'Em: High Steaks in Edinburg" to be Held on Tuesday, July 1, 2025 through Friday, July 4, 2025, at the Ebony Hills Golf Course, Being a Tract of Land Containing 66.886 Acres Situated in the City of Edinburg Out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark S. Peña Drive, as Requested by Edinburg Chamber of Commerce.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

9. VARIANCE

A. Consider Variance Request to the City of Edinburg Unified Development Code as follows: 1.) Article 5, Subdivision Standards, Section 5.210 Utilities, 2.) Article 3, Section 3.102- 1 Single-Family Detached Lot and Building Standards, Being 3.44 Gross Acre Tract of Land, More or Less, Out of and Forming a Part of Lot 5, Section 240, Texas Mexican Railway Company Subdivision, Located at 2900 North Mon Mack Road, as Requested by Salinas Engineering. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Variance Request to the City of Edinburg Unified Development Code as follows: 1.) Article 5, Subdivision Standards, Section 5.210 Utilities, 2.) Article 3, Section 3.102- 1 Single-Family Detached Lot and

Building Standards, Being 3.44 Gross Acre Tract of Land, More or Less, Out of and Forming a Part of Lot 5, Section 240, Texas Mexican Railway Company Subdivision, Located at 2900 North Mon Mack Road, as Requested by Salinas Engineering.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning and Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: Councilmember David White
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

10. RESOLUTION

A. Consider the Resolution Suspending the June 24, 2025, Effective Date of the Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area, to Implement Interim GRIP Rate Adjustments for Gas Utility Investment in 2024. [Josephine Ramirez Solis, City Attorney]

MOTION: Councilmember David White to Approve the Resolution Suspending the June 24, 2025, Effective Date of the Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area, to Implement Interim GRIP Rate Adjustments for Gas Utility Investment in 2024.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Josephine Ramirez Solis, City Attorney addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

11. AWARDING OF BIDS

A. Consider Awarding Bid No. 2025-06, Annual Pool Chemicals, Supplies, and Delivery to Chemsol Services Inc. and Chemrite Inc. Based on Unit Prices as Listed. [Javier Garza, Director of Parks & Recreation]

MOTION: Councilmember David White to Approve Awarding Bid No. 2025-06, Annual Pool Chemicals, Supplies, and Delivery to Chemsol Services Inc. and Chemrite Inc. Based on Unit Prices as Listed.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Awarding Bid No. 2025-14, Thermoplastic Pavement Marking Installation and Removal to Pavement Markings, Inc. for the Total Base Bid of $104,082.60 for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 83. [Tomas D. Reyna, Assistant City Manager]

MOTION: Mayor Pro Tem Jason De Leon to Approve Awarding Bid No. 2025-14, Thermoplastic Pavement Marking Installation and Removal to Pavement Markings, Inc. for the Total Base Bid of $104,082.60 for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 83.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Assistant City Manager Tom Reyna addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Awarding RFP No. 2025-005, Insurance Benefit Consultant and Authorize the City Manager to Negotiate and Enter Into an Agreement Related Thereto. [Laura L.

Cerda, Assistant Director of Human Resources]

MOTION: Councilmember David White to Approve Awarding RFP No. 2025-005, Insurance Benefit Consultant to Valley Risk Consultants and Authorize the City Manager to Negotiate and Enter Into an Agreement Related Thereto.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: Councilmember David Salazar, Jr.
The motion to Approve carried.

D. Consider Authorizing the City Manager to Enter Into a Lease Agreement for Motorola Consoles and Re-programming of Radios Through the Houston Galveston Area Council (HGAC) Contract No. 17724-HGAC (TX)-RA05-21 from Motorola Solutions, in the Amount of $275,466.11 per year, for a total amount of $1,622,935. [Omar Garza, Fire Chief]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into a Lease Agreement for Motorola Consoles and Re-programming of Radios Through the Houston Galveston Area Council (HGAC) Contract No. 17724-HGAC (TX)-RA05-21 from Motorola Solutions, in the Amount of $275,466.11 per year, for a total amount of $1,622,935.
SECOND: Mayor Pro Tem Jason De Leon

There was discussion. Omar Garza, Fire Chief addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

E. Consider Authorizing the City Manager to Enter a 60-Month Master Lease Agreement for the Lease of Twelve (12) Police Pursuit Vehicles (PPV) from D&M Leasing Company

Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 774-24, in the Amount of Approximately $2,113.75 Per Unit. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter a 60-Month Master Lease Agreement for the Lease of Twelve (12) Police Pursuit Vehicles (PPV) from D&M Leasing Company Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 774-24, in the Amount of Approximately $2,113.75 Per Unit.
SECOND: Councilmember David White

There was discussion. Jaime Ayala, Chief of Police addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

12. ELECTION

A. Discuss and Consider Possible Recommendations for Early Voting and Election Day Polling Locations to Submit to Hidalgo County for the City of Edinburg November 04, 2025 Municipal General Election. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve Recommendations for Early Voting and Election Day Polling Locations to Submit to Hidalgo County for the City of Edinburg November 04, 2025 Municipal General Election.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Clarice Y. Balderas, City Secretary addressed the Council's questions.

Councilmember David Salazar, Jr. withdrew his motion.

No Action

13. APPOINTMENTS

A. Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Zoning Board of Adjustment, Five Members and Four Alternates. [Clarice

Y. Balderas, City Secretary]

MOTION: Mayor Pro Tem Jason De Leon to Reappoint Michael Cantu, Eliseo Garza, Gregory Vasquez, Mark Gonzalez, Ruben Ruiz, to the Zoning Board of Adjustment, Five Members and Andrew Leal, Dustin Garza, Omar Govea, and Mathew Cruz at Alternates on the Zoning Board of Adjustment.
SECOND: Councilmember Daniel "Dan" Diaz
There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

14. CONSENT AGENDA

A. Consider Authorizing the Expenditure for the Repair of a Tub Grinder Unit 1232, by C.W. Mill Equipment Co., Inc. in Sabetha, Kansas, in the Amount of $600,000.00. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Expenditure for the Repair of a Tub Grinder Unit 1232, by C.W. Mill Equipment Co., Inc. in Sabetha, Kansas, in the Amount of $600,000.00.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D). [Laura L. Cerda, Assistant Director of Human Resources]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D).
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the Purchase of Two (2) 10HP Flygt pumps from CB3 Consultants, through the Local Government Purchasing Cooperative (TIPS) Contract No. 25010401, in the Amount Not to Exceed $32,500.00. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of Two (2) 10HP Flygt pumps from CB3 Consultants, through the Local Government Purchasing Cooperative (TIPS) Contract No. 25010401, in the Amount Not to Exceed $32,500.00.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

D. Consider Authorizing the Renewal of the City's Servers Warranty via Waypoint Solutions through Department of Information Resources (DIR), Contract Numbers DIR-DELL EMC AND DIR-TSO-3763, in the Amount of $43,283.22. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Renewal of the City's Servers Warranty via Waypoint Solutions through Department of Information Resources (DIR), Contract Numbers DIR-DELL EMC AND DIR-TSO-3763, in the

Amount of $43,283.22.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

E. Consider Authorizing the Purchase of Ten (10) Automatic License Plate Reader Cameras from Insight Public Sector, Inc., Using FY 2024 Office of the Governor (OOG) Operation Stonegarden (OPSG) Grant #3172510 Funds, Through Omnia Contract No. 23-6692-03, in the Amount of $38,050.00. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of Ten (10) Automatic License Plate Reader Cameras from Insight Public Sector, Inc., Using FY 2024 Office of the Governor (OOG) Operation Stonegarden (OPSG) Grant #3172510 Funds, Through Omnia Contract No. 23-6692-03, in the Amount of $38,050.00.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

F. Consideration and Possible Action to Reject Bid No. 2025-12 for Edinburg Fire Department Station 3 Heating Ventilation and Air Conditioning to Include New Ducts and Vents, and Seeking Authority to Rebid the Project without the Contingency Line Item. [Omar Garza, Fire Chief]

MOTION: Councilmember David Salazar, Jr. to Approve Action to Reject Bid No. 2025-12 for Edinburg Fire Department Station 3 Heating Ventilation and Air

Conditioning to Include New Ducts and Vents, and Seeking Authority to Rebid the Project without the Contingency Line Item.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

15. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
Mayor Pro Tem Jason De Leon asked staff to look into Buy Board and Tips (First Choice) review other avenues for getting bids. He would also directed staff to look into electronic business cards.

Councilmember Daniel "Dan" Diaz research an AI app for available parking areas.

Mayor Ramiro Garza, Jr. would like to get the budget meeting dates.

16. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 6:50 p.m.

OPEN SESSION

MOTION: David Salazar, Jr. to convene into Open Session.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
No Action

B. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.) 1. Landfill; 2. Jalpa Oaks; 3)Veteran's Detention Pond

MOTION: Councilmember David Salazar, Jr. to Approve 1. Landfill; to proceed as discussed authorizing the City Manager to proceed as directed on the terms and conditions as discussed in executive session.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

MOTION: Councilmember David Salazar, Jr. to Approve 2. Jalpa Oaks; Authorizing the conveyance of the city's interest in real property as presented in Executive Session and to authorize and direct the City Manager to effectuate all instruments, agreements, and documents necessary to accomplish the conveyance of the property in according to the terms and conditions of the agreement as presented in Executive Session and as authorized by Texas local government code section 272.001.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)
No Action

D. Deliberation Regarding Economic Development Matters. Project Watt. (§551.087. Economic Development Negotiations; Closed Meeting)
No Action

E. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

17. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.
SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting at 8:21 p.m.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
JUNE 3, 2025
5:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 5:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

David White	Councilmember Place 4

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Jose Rodriguez, Vertical Community Church.
B. Pledge of Allegiance by Ava Ponce, Robert Vela High School.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on May 30, 2025 at 6:15 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing the South Texas Border Chapter Texas Master Naturalist Program 10th Anniversary, as Requested by Bob Schmidt, South Texas Border Chapter Texas Master Naturalist. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Anne Mayville, President of South Texas Border Chapter, thanked the four time All-America City of Edinburg for the recognition and for allowing them to volunteer their time and expertise in the city. She stated the Rio Grande Valley is one the most environmentally diverse regions, people from all over the world come to Edinburg to study and marvel the incredible species of birds, butterflies, and native plants. Ms. Mayville stated they were grateful to play a small part of this through supporting the good work done at the Edinburg Wetlands, and the Edinburg World Birding Center. She said these are great places to learn, grow, and where many of the South Texas Border Chapter members volunteer their time assisting in educational and family programs.

Javier De Leon, Chapter Advisor thanked the Mayor, Council, and City staff of the proclamation. He stated the Texas Master Naturalist Program is run by two state entities the Texas Parks and Wildlife and Texas A&M, he said this program is completely a volunteer group so a 10 year anniversary is very special. He said these people take time out of their personal lives to learn about nature in South Texas and they bring that knowledge and share it with the community. Master Naturalist helps a lot with the Edinburg Wetlands fifth grade program, this program offers environmental education for all Edinburg fifth graders.

Mayor Ramiro Garza, Jr. thanked all of the South Texas Border Chapter Texas Master Naturalist members for all they do not just in the City of Edinburg but also throughout the Rio Grande Valley region.

B. Presentation Recognizing the following: Veterans of Foreign Wars (VFW) Auxiliary 2024-2025 Young American Creative Patriotic Art Contest - Department of Texas; Recipients of the American Legion Post 408 – 2025 Freddy Gonzalez Legacy Scholarship in Honor of Dustin Michael Sekula; Students Appointed to U.S. Military Academies; 2024-2025 City of Edinburg High School Graduating Seniors Enlisting in the U.S. Military [Leticia Leija, Director of Library and Cultural Arts]
Roxanne Lerma, Director of Communications Media stated the City of Edinburg would be honoring a group of exceptional students, from artistic achievements, to academic excellence, and military commitments. She stated the young individuals represent the very best of the community.

Ms. Lerma presented students whose creativity and patriotism earned them top honors at the state level Veterans of Foreign Wars (VFW) Auxiliary 2024-2025 Young American Creative Patriotic Art Contest.

Emiliano Oviedo Rodriguez placed 1st Place at the state level and will move on to

compete at the national level.

Sofia Salazar placed 4th Place at the state level.

Ms. Lerma presented the recipients of the 2025 Freddy Gonzalez Legacy $1000.00 Scholarship awarded by American Legion Post 408. She stated this scholarship was created to Honor the legacy of Medal of Honor recipients Sergeant Freddy Gonzalez and this year it was in honor of another local hero Lance Corporal Dustin Michael Sekula both of whom gave their life for our nation and the Edinburg Community. Ms. Lerma stated the students were selected based on academic excellence, civic engagement, and a family connection to the U. S Military.

Adriana Noyola, Edinburg High School will be attending the U.S. Air Force Academy.

Luciano Ozuna, Edinburg North High School will be attending the University of Texas Rio Grande Valley.

Clarissa Valadez, Economedes High School will be attending the University of Texas Rio Grande Valley.

Aldo Valadez, Robert Vela High School will be attending the University of Texas Rrio Grande Valley.

Leah Longoria, Vanguard Beethoven Academy will be attending the University of Texas Rio Grande Valley.

Ms. Lerma presented three extraordinary seniors and she stated that for the first time in the City's history students of Edinburg have been appointed to each of the three major United States Military Service Academies. She stated the appointments are one of the highest honors a student can receive, they are not enlistments, and they are full merit based scholarships to elite universities on par with Ivy League schools.

Adriana Noyola, Edinburg High School was appointed to the U.S. Air Force Academy, Colorado Springs where she plans to major in Aerospace Engineering, she earned both a Presidential and Congressional nomination.

Ava Ponce, Robert Vela High School was appointed to U.S. Naval Academy, Annapolis, Maryland where she plans to major in Engineering, she earned a Congressional nomination.

Gael Gama, Idea College Prep was appointed to the U. S. Military Academy at West Point where he plans to major in Engineering or Cyber Security; he also aspires to be a Green Beret and a future leader in Army special operations.

Ms. Lerma presented Edinburg High School Graduating Seniors from across Edinburg who have made a selfless decision of enlisting in the U.S. Military Arm forces. She stated

the students are not waiting for a college degree or a formal commission; they are stepping up right now to serve their country. Ms. Lerma stated at a time when less than 1% of Americans serve in the Military these graduates have chosen a path marked by honor and sacrifice.

Abel Gomez, Robert Vela High School- Army National Guard

Jonathan Gonzalez,Edinburg North High School- U.S. Army

Astryd Aparicio, Economedes High School-U. S. Army Reserves

Emmanuel Corodoba, Economedes High School-U. S. Marines

Carlos Suaste, Economedes High School- U. S. Marines

Orlando Covarrubias, Economedes High School- U. S. Marines

Maximo Suarez, Economedes High School- U. S. Marines

Julio Zapata, Economides High School- U. S. Marines

Axel Guzman, Escobedo- Edinburg North High School- U. S. Marines

Marcus Brown, Edinburg North High School- U. S. Marines

Ebene-zer Barbosa, Robert Vela High School- U. S. Marines

Jacob Garcia, Robert Vela High School- U. S. Marines

Jacob Rodriguez, Robert Vela High School- U. S. Marines

Lino Garza, Robert Vela High School- U. S. Marines

Efrain Rivera Hernandez, Robert Vela High School- U. S. Marines

Isai Deleon Martinez, Robert Vela High School-U. S. Marines

Eugenio Cardenas, Idea College Prep Edinburg- U. S. Marines

LLuvia Rubio, Edinburg North High School- U. S. Navy

Noah Davila, Edinburg North High School- U. S. Navy

Jamie Leal, Robert Vela High School- U. S. Navy

Kimberly Hurtado-Rodriguez, Edinburg High School-U. S. Navy

Michael Cruz, Edinburg High School-U. S. Navy

Betsaida Cibrian, Economedes High School- U. S. Navy

Ciara Flores, Edinburg High School- U. S. Navy

Angelina Yamileth Garcia, Edinburg North High School- U. S. Navy

Jose Felix Castillo, Robert Vela High School-U. S. Navy

Jenifer Vite, Edinburg North High School- U. S. Navy

Ramiro Diego Cardenas, Robert Vela High School- U. S. Navy

Ms. Lerma presented Daniel Medrano, Pablo Hernandez U. S. Marines, who were already at boot camp and were unable to attend.

Ms. Lerma thanked Claudia Noyola, Army Veteran, American Legion Post 408 member and a former JROTC Senior instructor at Edinburg High School without her help; it would not have been possible to have all the students present.

Councilmember Daniel "Dan" Diaz thanked all the Military personnel present in uniform and all the parents for instilling the desire into their children to serve the Country.

Mayor Ramiro Garza, Jr. thanked everyone that helped make this possible, he stated they always recognize those that have served and it is important to recognize those that are about to serve. He thanked all the students and the parents.

5. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the Council should consider the City's debt before they start spending. She said the City's annual budget is $164,000,000 and the taxpayers will be paying for it for the next 20 years. Ms. McClaugherty said the City's organizational chart, which shows the people above the Council and City Management but no one has told her here are the proposed plans; what are your thoughts, specifically about the money. She stated the Council should ask the people to approve the budget if you expect them to pay for it. Ms. McClaugherty stated the public submitted 63,000 property tax protests this year. She said the system of public spending is broken and it is approved by those who are doing the spending.

There were no further Public Comments.

Mayor Ramiro Garza, Jr. stated because the Public Hearing was scheduled for 6:00 p.m. the Council would move on to Item 7. Ordinances.

6. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 6:00 p.m. There being further comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 6:08 p.m.

A. Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2025-2026 Annual Action Plan as Recommended by the Community Development Council. [Claudia L. Farias, Director of Grants Administration]

Fern McClaugherty would like an explanation on how this would help the public.

Claudia L. Farias, Director of Grants Administration stated Community Development Block Grant (CDBG) 2025-2026 Annual Action Plan includes the Housing Assistance Program for $465,942 that will be used for the reconstruction of three homes. The Emergency Rental Assistance Program for $90,000, to fill a huge community need she stated the funds for the 2024-2025 fiscal year were depleted back in January. The Smart Meter Replacement Project will be funded through a grant and will be carried on by the Utility Department. The project would replace old meters at CDBG eligible subdivisions, this would help with cost savings, water savings, and this benefits the community. CDBG will also be including funds for Public Agencies like Amigos del Valle, Camp University, and Capable Kids Foundation.

Dr. Leal, Community Development Council thanked Ms. Farias and staff for all of their hard work. He stated the Community Development Council met with the different organizations to review their proposed projects. Mr. Leal stated it was a long process and with the limited funds, but they allocated funds to as many as they could.

Councilmember Daniel "Dan" Diaz inquired if there was any sort of funding to help the elderly with the upkeep of their yard. He stated the smart water meters would alert the Utility Department if there was a water leak.

Mayor Ramiro Garza, Jr. asked if all of the Federal Government cuts would affect the plan.

Claudia L. Farias, Director of Grants Administration stated the funding for the 2025-2026 Fiscal Year has already been approved; she said they have the HUD letter of approval for this year.

Mayor Ramiro Garza, Jr. thanked everyone for all of the hard work. He informed the public these funds come from the federal government to help low to moderate income in the city. He stated the funds are limited and it is a tough job to prioritize.

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Proposed Community Development Block Grant Fiscal Year 2025-2026 Annual Action Plan as Recommended by the Community Development Council.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

B. Hold Public Hearing and Consider the Ordinances Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, Being a 47.98 Acres Tract of Land, Out of and Forming a Part or Portion of Lots 5, 6, 7, 8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Recorded in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 2812 East Davis Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinances Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, Being a 47.98 Acres Tract of Land, Out of and Forming a Part or Portion of Lots 5, 6, 7, 8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Recorded in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 2812 East Davis Road, as Requested by Rio Delta Engineering.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lots 32 and 33, Bar Subdivision Unit No. 6, Located at 3110 Pablo Street, as Requested by Marco Antonio and Irma Rios, and Marco Antonio Rios, Jr. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinance Providing for

the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lots 32 and 33, Bar Subdivision Unit No. 6, Located at 3110 Pablo Street, as Requested by Marco Antonio and Irma Rios, and Marco Antonio Rios, Jr.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

D. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential Multi-Family (RM) District to Commercial, General (CG) District, 5.490 Acres Out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey Volume 24, Pages 168-171, H.C.D.R. Hidalgo County, Texas, Located at 899 South McColl Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

Fern McClaugherty stated the request has been presented several times and she would like to know what has changed.

Jaime Acevedo, Director of Planning & Zoning stated this is a rezoning request, the property is on the corner of McColl and Sprague, near the Victoria Heights and West Meadows Subdivision. He stated this property is zoned commercial, multifamily and single family residential so with this request they would reduce the multifamily by five and a half acres and expand the commercial portion.

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential Multi-Family (RM) District to Commercial, General (CG) District, 5.490 Acres Out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey Volume 24, Pages 168-171, H.C.D.R. Hidalgo County, Texas, Located at 899 South McColl Road, as Requested by Melden & Hunt, Inc.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

E. Hold Public Hearing and Consider the Replat of Lot 13, Palo Blanco Subdivision to be called "Will's Place", Being Lot 13, Palo Blanco Subdivision, Located At 3116 Hackberry Lane, as Requested by WK Engineering PLLC. [Jaime Acevedo, Director of Planning & Zoning]

Benjamin Worsham stated as the project Engineering and son of the property owner he was present in support of the re-plat request. He thanked the Planning and Zoning Department for all of their help.

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Replat of Lot 13, Palo Blanco Subdivision to be called "Will's Place", Being Lot 13, Palo Blanco Subdivision, Located At 3116 Hackberry Lane, as Requested by WK Engineering PLLC.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

7. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 11, 2025, the Parade will Begin and End at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, as Requested by Hidalgo County Criminal District Attorney's Office. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 11, 2025, the Parade will Begin and End at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, as Requested

by Hidalgo County Criminal District Attorney's Office.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

8. RESOLUTION

A. Consider Amending Resolution No. 2514 to Commit Additional Funds for the Chapin Pumps Rehabilitation Drainage Improvements Project Under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Councilmember David Salazar, Jr. to Approve Amending Resolution No. 2514 to Commit Additional Funds for the Chapin Pumps Rehabilitation Drainage Improvements Project Under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and Execute Grant Documents Relating Thereto.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Mardoqueo Hinojosa, City Engineer addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

9. AWARDING OF BIDS

A. Consider Awarding Bid No. 2025-13, Community Development Block Grant-Disaster Recovery (CDBG-DR) 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, to 8/A Builders, LLC for an Amount Not to Exceed $1,360,578.67 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Awarding Bid No. 2025-13, Community Development Block Grant-Disaster Recovery (CDBG-DR) 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, to 8/A Builders, LLC for an Amount Not to Exceed $1,360,578.67 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Mardoqueo Hinojosa, City Engineer addressed the Council's question.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

10. CONSENT AGENDA

A. Consider Awarding Bid No. 2025-11, Mobile Breathing Air Cascade System (Re-Bid) to Sub Aquatics, Inc., DBA Breathing Air Systems Through FY25 Office of the Governor (OOG) Border Zone Fire Departments (BZFD) Grant No. 5172701, in the Amount of $98,593.32. [Omar Garza, Fire Chief]

MOTION: Councilmember David Salazar, Jr. to Approve Awarding Bid No. 2025-11, Mobile Breathing Air Cascade System (Re-Bid) to Sub Aquatics, Inc., DBA Breathing Air Systems Through FY25 Office of the Governor (OOG) Border Zone Fire Departments (BZFD) Grant No. 5172701, in the Amount of $98,593.32.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the City Manager to enter into Amendment Number Two (2) to the Agreement Between the City of Edinburg and Javier Hinojosa Engineering Inc., for Professional Engineering Services to Reduce the Contract Amount by $22,612.50 for the New Airport Lift Station Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to enter into Amendment Number Two (2) to the Agreement Between the City of Edinburg and Javier Hinojosa Engineering Inc., for Professional Engineering Services to Reduce the Contract Amount by $22,612.50 for the New Airport Lift Station Project and Execute Any Documents Related Thereto.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

C. Consider Resolution Authorizing the City Manager to Submit the Conveyance of an Easement and Right of Way to AEP Texas Inc. for the Wastewater Treatment Plant Upgrades and Authorize City Manager to Execute Such Document. [Gerardo Carmona Jr. P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Submit the Conveyance of an Easement and Right of Way to AEP Texas Inc. for the Wastewater Treatment Plant Upgrades and Authorize City Manager to Execute Such Document.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

D. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and Harris County Department of Education/Choice Partners Purchasing Cooperative and Execute Any Documents Related Thereto. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and Harris County Department of Education/Choice Partners Purchasing Cooperative and Execute Any Documents Related Thereto.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

E. Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: December 17, 2024, and 2025 Regular Meetings: March 18, 2025, April 01, 2025, and May 06, 2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve Approving the City Council Minutes for the following: 2024 Regular Meetings: December 17, 2024, and 2025 Regular Meetings: March 18, 2025, April 01, 2025, and May 06, 2025.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.
RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.

NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

11. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
No Action

12. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 5:32 p.m.

OPEN SESSION

MOTION: David Salazar, Jr. to convene into Open Session.
SECOND: Councilmember

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.
RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in

Executive Session.

A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
No Action

B. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.) 1. Veteran's Detention Pond

MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorize the City Manager to proceed as directed on the terms and conditions as discussed in Executive Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

C. Consultation with City Attorney and Possible Action Regarding Agreements for City Events. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorize the City Manager to proceed as directed on the terms and conditions as discussed in Executive Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

13. ADJOURNMENT

MOTION: Councilmember Daniel "Dan" Diaz to Adjourn the meeting.
SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Councilmember David White
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting at 6:12 p.m.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
JUNE 17, 2025
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

David Salazar, Jr.	Councilmember Place 3

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Dr. David Alexander, First Baptist Church Edinburg.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on June 13, 2025 at 6:30 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. City of Edinburg Events:
Juneteenth Commemorative Ceremony: Myra L. Ayala, City Manager stated the Juneteenth Celebration would held Saturday, June 21, 2025, from 5:30 p.m. to 10:00 p.m. She invited everyone to join the celebration at the ACE Center located at 315 W McIntyre St. for a free celebration honoring the spirit of Juneteenth through education and cultural celebration.

Movies with a Cop: Myra L. Ayala, City Manager stated the Edinburg Police Department extends an invitation to everyone to attend Movies with a Cop on Friday, June 20, at 8:00 p.m. at the Edinburg Municipal Park. She said the free community event would feature Mufasa with complimentary popcorn, water, juice and snacks while supplies last. Ms. Ayala stated the next Movie with a Cop is scheduled for Friday, June 27, at 8:00 p.m. featuring Moana 2. Families are encouraged to join and bring lawn chairs, blankets and enjoy the movie under the stars.

B. Texas Cook'em High Steaks in Edinburg:
Ms. Ayala stated she would like to highlight one of Edinburg's most well-known events, proudly hosted by the Edinburg Chamber of Commerce. The event will be hosted at Ebony Hills Golf Course on Friday, July 4, 2025, promising another day of exciting BBQ competition, live entertainment and fun for the whole family.

Stacy Sanchez, Edinburg Chamber of Commerce Events Coordinator stated Texas Cook'em High Steaks a free community event would be held on Friday, July 4, 2025, at the Ebony Hills Golf Course at 4:00 p.m. She stated they had a number of attractions that include a kid's fun zone, Cars and Stripes Auto Show, three amazing live tribute performances, Garth Live, Fuse Fighters, and Red a Taylor Swift tribute, Freedom Dive Sky Jump, and the HEB Sizzle and the grand finale Stripes Fireworks Show at 9:00 p.m. Ms. Sanchez stated in efforts to reach out to the community they will be inviting Palm Valley Animal Society, CASA, Winsor, Lowes, Society 204, and Quest Mobile to come in to show a collaborative effort in the community. She said the BBQ competition, the main part of the event, would be giving out $12,500 in cash prizes, winners will earn spots at the American Royal World Series of BBQ and Sea World Championship. Ms. Sanchez stated they are still looking for food and craft vendors, competitive cooks, and car show participants.

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing June 2025 as Elder Abuse Awareness Month as Requested by the Texas Department of Family and Protective Services. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

A representative from Adult Protective Services (APS) thanked the Mayor and Council for Proclaiming the month of June as Elder Abuse Awareness Month and spreading the importance of elder abuse awareness.

Mayor Ramiro Garza, Jr. thanked the Adult Protective Services for all they do for the community.

B. Presentation of Proclamation Recognizing June 2025 as National Cancer Survivors Month as Requested by Doctors Hospital at Renaissance. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mario Lizcano, DHR Health thanked the Mayor and Council for their continued support of the health care community. He stated National Cancer Survivors Awareness Month is for those who are going through cancer, those who have had cancer, those who will always be survivors, and their families. Mr. Lizcano invited everyone to the National Cancer Survivors Awareness 5K on Saturday, June 28, 2025, at the Edinburg Municipal Park at 8:00 a.m. He said they invite all surrounding communities to support all types of Cancer Survivors.

Mayor Ramiro Garza, Jr. thanked Mr. Lizcano and stated going through cancer himself, he encourages everyone male and female, to get checked. He encouraged everyone to join this event.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the people do not want the city to sell bonds because it increases their property taxes and if they need to borrow money let it be for something they need not something they want. She said the elected offices say they need to sell bonds to improve the Solid Waste facility, they are proposing a sell of bonds for 9.2 million at a cost of 5.5 million and they say it is okay because the payments will come from revenues, she said this is not a good deal. Ms. McClaugherty stated the problem is that Solid Waste money was shifted to the golf course and the airport but those are not necessary functions, daily disposal of waste is a necessity. She said do not shift money from a department that is doing great to one that is not, she said golf courses will never pay its own way, and should only be funded if all other projects are completed. Ms. McClaugherty stated use existing sales tax funding to support basic services and improve conditions impacting small businesses. She asked that everyone pray for Israel and the United States.

Diane Teter: Ms. Teter stated in a previous meeting the people were in support of the Police Department she said the police officers risk their lives to keep the public safe, she said she was perplexed that with the discussion of City budget for this upcoming year some people object to a 3% salary increase for the police and fire departments. Ms. Teter stated McAllen Police Officers received a 5% increase in 2025 followed by a 3% increase in 2026 and 2027; police in Edinburg secured a 3% annual increase for three consecutive years effective in 2025. McAllen Firefighters secured a 12.5% pay increase over four years effective October 21, 2021, in Edinburg a 3% increase is being proposed. She said one day there is lip support and the next day too much money is being spent for the City's safety and to pay those who protect us. Ms. Teter said everyone knows water is life and

essential and to address the water issue the city is investing in infrastructure and asking for the necessary rate increase over several years to help residents predict the cost. She thanked the Council and staff for the continued fiscal responsibility and dedication to steer the City towards a brighter future.

Obed Montoya: Mr. Montoya stated the City has over 17 directors earning above $150,000 a year and 11 assistant directors earning over $80,000 a year. He asked the Council to consider improving the old lights and switching over to LED lights.

There were no further Public Comments.

7. PRESENTATION AND REPORT

A. Presentation and Possible Action Regarding Insurance Consultant's Recommendation for City of Edinburg Employee Group Insurance Products and Voluntary Insurance Products for FY 2025-2026. [Erica Balli, Director of Human Resources]

John Sakulenzki, Valley Risk Consulting, Inc. presented an overview of the current employee health benefits, he stated they are proposing going out for bids for both fully and self-funded to see if they can find better benefits for the employees. They would also like to seek proposals for all the voluntary products.

Councilmember David White asked for an explanation of what a loss ratio means.

Mr. Sakulenzki stated out of the $100 the City is paying for the premium, $84 is being sent back to cover the medical or RX claims.

Mayor Ramiro Garza, Jr. stated normally before they go out for proposals they like to get feedback from employees because they are the ones that use and are affected by these benefits. He said there is a rate increase so they do need to evaluate that. Mayor Garza stated they should get feedback from employees throughout the departments, through this process. He asked if the proposals include the voluntary products.

Mya L. Ayala, City Manager stated the City has an Employee engagement committee, but the new director of Human Resources and City Management have been attending the proposal meetings and have been having discussions.

Roger Garza, Valley Risk Consulting, Inc. stated currently the City has most of the voluntary products tied into the medical. He stated in order to try to get the best rates and benefits it is better to detach them.

Councilmember Daniel “Dan” Diaz stated for the past three years the loss ratio has been declining and normally every year they pray for no increase and no increase is always the goal. Therefore, this proposal is because there could be something lower than the no increase rate, because of the run loss rate for the past three years.

Roger Garza stated they did an evaluation of other entities of similar size and larger size and the evaluation did show that the City of Edinburg was a little higher than the three other entities. He said they did reach out to the provider and asked for them to go down to a zero and for other incentives and they declined to do that.

MOTION: Councilmember David White to Approve the Consultant's Recommendations for the City of Edinburg Employee Group Insurance Products and Voluntary Insurance Products for FY 2025-2026.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

The Presentation will be part of the minutes.

8. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the Public Hearing open for anyone wishing to speak on items A through D at 6:37 p.m. There being no further comments Mayor Ramiro Garza, Jr. closed the Public Hearing at 6:56 p.m.

A. 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, Lots 10, 11, And 12, Block 4, Hilcrest Subdivision, Located at 1115 South 8th Avenue, as Requested by Sarah Rodriguez. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

Fern McClaugherty stated there are at least 13 homeowners in that area that are against this project because this area is zoned Residential Primary and this proposal would turn a primary residence into a multifamily, she asked the Council take into consideration that those homeowners want to live peacefully in their home and the person who is proposing this does not live in the areas they live in McAllen.

Albert Guzman is the resident that started the petition against this project; he said he got signatures from 13 neighbors, which is about 95% of the homeowners in that area who

are against this proposal. He stated most of the residents are older and retired who want to live in peace in their residential area and there is no room for what is being proposed. Mr. Guzman asked the Council to consider the Planning and Zoning decision to deny when making their decision.

Diane Teter stated she lives one block north of the proposed zoning change; she said green space is a big factor to consider when making this decision. She said the park and the surrounding yards work as sponges when it rains to prevent flooding, the house works as a buffer between the park and the neighborhood and it is compatible with the existing homes. A multifamily does not fit in with the existing neighborhood. Ms. Teter stated why would the Council consider changing the very core of community, single-family dwellings that provide stability. How does the city expect to attract more urban dwellers when there are few houses for families to enjoy and retire when the City can only supply apartments and condominiums? She stated incompatible use should not go together, best use should be considered, what makes more sense for the property and future land use. She asked that the Council consider these comments and oppose the proposed zoning change.

Deborah Worley stated she says no to this proposal, she said they do not want to deal with cars parked on the street, and a higher volume of people. Ms. Worley stated she lives right next to the property with the proposed zoning change and if approved it would affect her. She stated she opposed and would continue coming before the Council with her opposition.

MOTION: Councilmember David White to Deny 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, Lots 10, 11, And 12, Block 4, Hilcrest Subdivision, Located at 1115 South 8th Avenue, as Requested by Sarah Rodriguez.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Deny carried.

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses and Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN)

District to Commercial, General (CG) District, Being 0.836 of One Acre Out of Lot 1, Block 2, Steele and Pershing Subdivision, According to the Plat thereof Recorded in Volume 8, Pages 114 – 115, Hidalgo County Deed Records, Located at 2610 West Canton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses and Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Being 0.836 of One Acre Out of Lot 1, Block 2, Steele and Pershing Subdivision, According to the Plat thereof Recorded in Volume 8, Pages 114 – 115, Hidalgo County Deed Records, Located at 2610 West Canton Road, as Requested by Melden & Hunt, Inc.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Suburban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, a 16.277 Acre Tract of Land Out of Blocks 37 and 38, Santa Cruz Ranch Subdivision, as Recorded in Volume Z and Page 161, Deed Records, Hidalgo County, Texas, Located at 5161 N I- 69C, as Requested by RK Development & Construction LLC. [Jaime Acevedo, Director of Planning & Zoning] Jaime Acevedo stated the plat included in the packet showing 19 half-acre lots.

Roberto Ray stated he lives on Davis Road and they do not have a clear picture of what is being proposed for this area. Mr. Ray stated he opposes the proposal because of the impact this will have on the environment, he said he moved to that area because he wanted to live in an area that was quiet, safe, without pollution, and no traffic. He said he is a bird enthusiast, and this proposal would definitely have an impact on his bird watching hobby. Mr. Ray stated the smallest lot in the area is about 1.5 acre lots adding 19 half-acre lots would not coincide with the existing properties; it would increase pollution and traffic. He stated what would be done to improve the infrastructure in that area if the proposal is approved, he said currently the area gets flooded, and there are frequent power outages, which will increase with the increase of population. He stated the lots should be

consistent with the already existing lots of at least 1.5 acres.

Mayor Ramiro Garza, Jr. stated a notice was sent informing the surrounding residents of the zoning change, but there were no oppositions turned in to the Planning and Zoning Department. Mayor Garza asked if the developers would be required to widen the road during the process to meet city codes.

Mayor Pro Tem Jason De Leon asked Mr. Acevedo if they would be ensuring the improvements needed during the process like drainage, infrastructure ensuring that everything is up to code.

Jaime Acevedo stated this was just a rezoning and the proposal is consistent with surrounding zonings. He said to the north there are suburban residential lots, they are not 1.5-acre lots but they do meet city code.

Councilmember David White stated as per city code does this development require sidewalks and the road widening.

Patricia Ramos stated her and her family purchased property there because they raise cattle, she stated they drive big trucks and when driving on Davis Road they have to drive off the road a little to incoming traffic. She asked what is going to happen with this proposal, would they be able to continue raising cattle, and would their property be a back alley to this development. Ms. Ramos stated when they purchased their property they were informed that the property that is now being proposed for development was an airport for crop dusters and that nothing could be developed, but now it can so how is this going to affect them. She said the development off of Ramseyer Road is horrible, they installed a push pump and during the last hard rains it broke and the road itself broke too. Ms. Ramos asked if that was something that they would have to deal with again if the development is approved.

Enrique Ramos stated if the Council reviewed the number of fatalities that have occurred at the entrance of Davis Road off the Hwy., they would be surprised because that street is too small. He asked who is going to take care of the drainage, and sewage.

A resident of that area stated one of the biggest issues is that there is still no drainage in that area, the properties are still on septic tanks and she thinks that a development with that many houses that close to each other septic tanks would not be ideal. She stated she feels that area is still not ready for that type of development, so she is opposing this proposal.

A resident stated she has lived off Davis Road for many years back when it was just a dirt road. She said it took her years of constantly calling the City to finally get the road paved and asked if it is fair or the right time to have this type of development in that area. She too was opposed to the proposed project.

MOTION: Councilmember David White to Deny Ordinances Providing for the

Comprehensive Plan Amendment from Auto-Urban Uses to Suburban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, a 16.277 Acre Tract of Land Out of Blocks 37 and 38, Santa Cruz Ranch Subdivision, as Recorded in Volume Z and Page 161, Deed Records, Hidalgo County, Texas, Located at 5161 N I- 69C, as Requested by RK Development & Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Deny carried.

Councilmember Daniel "Dan" Diaz stated when the property has a large development the notice letter will not reach some of the neighbors; he said this Council added a sign on the property as part of the process so that when people pass by they can be alerted. This gives the people the opportunity to voice their concerns.

Councilmember David White thanked everyone that came out to voice his or her concerns and stated had no one been present this would have probably passed.

D. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District, 9.51 Acres Out of Part or Portion of Lot 5, Block 1, John Closner Et. Al. Subdivision Recorded in Document #1911-8962, Map Records Hidalgo County, Texas, Located at 2301 East Wisconsin Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District, 9.51 Acres Out of Part or Portion of Lot 5, Block 1, John Closner Et. Al. Subdivision Recorded in Document #1911-8962, Map Records Hidalgo County, Texas, Located at 2301 East Wisconsin Road, as Requested by Rio Delta Engineering.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

9. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for "Sacred Heart Catholic Church Jesus Feast 2025" to be Held Sunday, June 22, 2025, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, as Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for "Sacred Heart Catholic Church Jesus Feast 2025" to be Held Sunday, June 22, 2025, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, as Requested by Sacred Heart Catholic Church.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of "City of Edinburg, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025"; Providing for the Payment of Said Certificates by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and Further Securing Said Certificates by a Lien on and Pledge of the Pledged Revenues of the City's Municipal Solid Waste Management System; and Resolving Other Matters Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said Certificates. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David White to Approve Ordinance Authorizing the Issuance of "City of Edinburg, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025"; Providing for the Payment of Said Certificates by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and Further Securing Said Certificates by a Lien on and Pledge of the Pledged Revenues of the City's Municipal Solid Waste Management System; and Resolving Other Matters Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said Certificates.
SECOND: Mayor Pro Tem Jason De Leon

Bobby Villarreal, Financial Advisors Estrada Hinojosa, Mr. Villarreal stated that in the plan of finance previously presented to the Council they were looking at an interest rate of about 4.78%. That morning in pre-market they were able to get the rate at 4.5%. He said the preexisting bonds had three times more interest than the supply so there was a lot of interest in Edinburg today and in negotiating with the underwriters, they were able to drop it down so the interest rate is about 4.47%. He stated the required INS rate for 2025 was 1144, with the current issuance the City will still be below that, the Solid Waste Fund will be paying for the issuance through its net revenues, so this will not increase the tax rates.

Councilmember Daniel “Dan” Diaz asked if the interest rate could be brought down or paid off faster. The Solid Waste Department brings a lot of revenue to the City, if the City were to lose any ability to operate; they would have to raise taxes.

Bobby Villarreal, stated they would be callable in 10 years, at that 10-year mark you are able to pay off or refinance in the 10th year. Mr. Villarreal stated Solid Waste Fund is an asset to the city and they should take care of it at full capacity.

Mayor Ramiro Garza, Jr. stated the pledging of the general fund is to get a better interest rate; those funds will not be used. This does not affect the ability to operate or to issue other debts for streets, and drainage. Mayor Garza, Jr. stated these are all improvements for the Landfill. Mayor stated they had never had to issue bonds for Solid Waste improvements, what happened, why has that changed.

Mr. Villarreal stated they were able to get the interest rate at 4.47% had they done it another way the interest rate would be much higher.

Arnold Cantu, Cantu Harden Montoya LLP stated there are water and wastewater related entities at the Landfill.

Mr. Alonzo stated he was not part of the city when the first issuance of Bonds was done for the first phase. He said the Solid Waste Department generates enough revenue for the operation it was always self-sustaining, the additional funds were depleted but this year they will set up that additional fund and set it aside again.

Fern McClaugherty requested an explanation on the reimbursement to the City.

Bobby Villarreal stated there may have been a reimbursement resolution so that if funds were spent prior to the issuance they city would reimburse itself.

There was discussion. Ascencion Alonzo, Director of Finance addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

10. RESOLUTIONS

A. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Staffing for Adequate Fire & Emergency Response (SAFER) Grant Program and Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Staffing for Adequate Fire & Emergency Response (SAFER) Grant Program and Execute Grant Documents Related Thereto.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Resolution Authorizing the City's Support of the Edinburg Arts Foundation for its Submission of a Grant Application to the Levitt Foundation, Under the Fiscal Year 2026-2028 Levitt Foundation Music Series Grant Program, and Authorize the City Manager to

Execute Grant Documents Related Thereto. [Letty Leija, Director of Library & Cultural Arts]

MOTION: Councilmember David White to Approve Resolution Authorizing the City's Support of the Edinburg Arts Foundation for its Submission of a Grant Application to the Levitt Foundation, Under the Fiscal Year 2026-2028 Levitt Foundation Music Series Grant Program, and Authorize the City Manager to Execute Grant Documents Related Thereto.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

11. ECONOMIC DEVELOPMENT

A. Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 19th Annual Texas Cook'em High Steaks Event in the Amount of $20,000. [Raudel Garza, Edinburg EDC Executive Director]

MOTION: Councilmember David White to Approve the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 19th Annual Texas Cook'em High Steaks Event in the Amount of $20,000.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

12. BUDGET

A. Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David White to Approve the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Solid Waste Management Fund.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

13. APPOINTMENTS

A. Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Civil Service Commission, One Member; Edinburg Economic Development Corporation Board of Directors, Four Members; Public Library Board, Two Members; Recreation and Parks Board, Two Members. [Clarice Y. Balderas, City Secretary]

MOTION: Mayor Pro Tem Jason De Leon to Appoint Johnny Hernandez to the Civil Service Commission.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

MOTION: Councilmember Daniel "Dan" Diaz to Reappoint Aaron Rivera, Sandra Alaniz, Richard Gonzalez, and Greg Vasquez to the Edinburg Economic Development Corporation Board of Directors.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

MOTION: Mayor Pro Tem Jason De Leon to Reappoint Crystal Solis and Alejandro Rosales to the Public Library Board.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

MOTION: Mayor Pro Tem Jason De Leon to Reappoint Ron Jackson and Appoint Ruben Ramirez to the Recreation and Parks Board.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

14. CONSENT AGENDA

A. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services for Canton Hills Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services for Canton Hills Subdivision.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the City Manager to Enter Into an Aid-of-Construction Agreement with AEP Texas for the Installation of Streetlights, in the Amount of $35,349.52 for West Sprague Street Between McColl Road and West City Limits. [Vince Romero, Director of Public Works]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into an Aid-of-Construction Agreement with AEP Texas for the Installation of Streetlights, in the Amount of $35,349.52 for West Sprague Street Between McColl Road and West City Limits.
SECOND: Mayor Pro Tem Jason De Leon

There was discussion. Larry Ayala, Assistant Director of Public Works addressed the Council's questions.

Mayor Ramiro Garza, Jr. inquired on what needs to be done to get lighting throughout the City and who does the assessment?

Mr. Ayala stated they put together a program where Public Works does an assessment and designates areas that need street lighting throughout the city based on the available budget.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the Renewal of a Three (3) Year Term of an End Point Patch Management System Through Carahsoft Technology Corp Through Omnia EDU Contract Number R191902 in the Amount of $147,717 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember David White to Approve Authorizing the Renewal of a Three (3) Year Term of an End Point Patch Management System Through Carahsoft Technology Corp Through Omnia EDU Contract Number R191902 in the Amount of $147,717 and Authorize the City Manager to Execute Any Documents Related Thereto.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $349,600.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to Execute Any Documents Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $349,600.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to Execute Any Documents Related Thereto.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

15. OTHER BUSINESS:

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
Mayor Ramiro Garza, Jr. gave the directive to make a flyer or a presentation with a list or contact information of any assistance available for storm damage.

Mayor Ramiro Garza, Jr. would also like the Ordinance for Public Forum back on the Agenda at the next meeting.

Mayor Ramiro Garza, Jr. would like the Ordinance for the depreciation fund balance on the next Agenda.

16. EXECUTIVE SESSION

MOTION: Councilmember David White to convene into Executive Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session at 7:23 p.m.

OPEN SESSION

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken

in Executive Session.

A. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)
No Action

B. Deliberation Regarding Economic Development Matters. Project Watt. (§551.087. Economic Development Negotiations; Closed Meeting)

MOTION: Councilmember David White to Approve Amending an Economic Development Agreement on the terms and conditions as discussed in Executive Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
No Action

D. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David White to Approve Authorizing the purchase of Real Property for two tracts of land to be acquired for Landfill Operations as presented in Executive Session and to Authorize and direct the City Manager to effectuate all instruments, agreements, and documents necessary to accomplish the purchase of the property in accordance with the terms and conditions of the agreements as discussed in Executive Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

E. Consultation with City Attorney Regarding C-3523-23-F; Texas Cordia v. COE. (§551.071. Consultation with Attorney; Closed Meeting; §551.087
No Action

F. Deliberation Regarding Economic Development Matters. Project Lakes. (§551.087 Economic Development Negotiations; Closed Meeting)

MOTION: Councilmember David White to Approve an Agreement under the terms and conditions as discussed in Executive Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
ABSENT: Councilmember David Salazar, Jr.
NAYS: None
ABSTAIN: None
The motion to Approve carried.

G. Deliberation Regarding Economic Development Matters. Project Alberta. (§551.087 Economic Development Negotiations; Closed Meeting)
No Action

17. ADJOURNMENT

MOTION: Councilmember Daniel "Dan" Diaz to Adjourn the meeting.
SECOND: Mayor Pro Tem Jason De Leon

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White
NAYS: Councilmember David Salazar, Jr.,
ABSENT: None

ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
JULY 15, 2025
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

Ramiro Garza, Jr.	Mayor
David White	Councilmember Place 4

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Joe Rodriguez, Vertical Community Church.
B. Pledge of Allegiance by Mayor Pro Tem Jason De Leon.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Pro Tem Jason De Leon verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on July 11, 2025 at 6:30 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor Pro Tem and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. 29th Annual National Night Out:
Myra L. Ayala, City Manager stated the City would be hosting the 29th Annual National Night Out Tuesday, August 5, 2025.

Jaime Ayala, Chief of Police, stated this year's National Night Out will be bigger than ever and they are excited.

Officer Benedict stated National Night Out would be held at the Edinburg Promenade Park Amphitheater on August 5, form 6:00 p.m. to 10:00 p.m. She stated the Community Oriented Policing Team have exceled in creating many community outreach programs. Officer Benedict stated they host many Pre-National Night Out events; Block Parties, Coffee with a Cop, and Movies with a Cop. She said they have more Block Parties through the month of July leading into National Night Out in August. Many of these parties are hosted with many national sponsorships like Starbucks, ADT, AT&T, 7-Eleven, and Nintendo, many of whom will be at the National Night Out. Officer Benedict invited the entire community to come out for free carnival rides, dancing horses, a car show, law enforcement equipment display, food and craft vendors, dance performances, Mariachis, live music by the Fabulous Cruisers and Edinburg's very own Bobby Pulido and best of all they will have backpack and school supplies giveaways while supplies last. Nat the Knight the official mascot for National Night Out will be present along with all the other mascots.

Mayor Pro Tem Jason De Leon invited everyone to come out on Tuesday, August 5, 2025, and enjoy this amazing event.

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]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Tim Fritts, Building Maintenance Assistant Manager, stated for the past 11 years Mr. Jose Mancha has served the City with unwavering dedication and professionalism as a custodian despite the challenges he has faced. Mr. Mancha shows up with a strong work ethic and a positive attitude, his commitment to keep City facilities in the best of conditions. He is an inspiration to everyone, his service is deeply appreciated and for the great example, he sets for the entire team.

Mr. Jose Mancha thanked the Council for allowing him to serve the City all these years and he will continue to serve as long as the City allows it.

Councilmember Daniel "Dan" Diaz thanked Mr. Mancha and stated it is employees like him that take pride in their work that allows the City to be what it is.

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]

Javier Garza, Director of Parks and Recreation thanked everyone that has been a part of the Parks and Recreation programs, he said their support does not go unnoticed, he said without that support and the support of the Council their programs and developing their children into would not be possible. Mr. Garza stated he has always been an activist of good health and staying active so every time the roasters are full he feels good because he knows those kids will continue with an active lifestyle.

Ronnie Rodriguez, Parks and Recreations Manager stated it was his honor to present the 2025 Little League Baseball Champions from tee-ball to 13-14 yr. olds. He said this year with over twenty teams they had to separate them into two divisions.

The American League Champions the Oriels coached by Fabian Luna
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

Tee-ball Division National Champions (un-defeated) the Red Socks Coached by Randy Rodriguez
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

Coach Pitch Division 7/8 National Champions the Cubs, Coached by Manuel Mata

Sebastian J. Mata
Troy H. Trevino
Julian Jaworowski
Robbie Garces
Nathaniel Barajas
Alexei Gil Jr.
Jose Lara
Sebastian Rodriguez
Gustavo Bocanegra
Alejandro Gomez
Liam Hernandez
Carlos Rodriguez

7/8 American League Coach Pitch Division the Yankees, Coached by Head Coach Miguel Aguirre, Asst. Coaches Marshall Miller and Juan Salazar:
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

9/10 Minor Division Champions the Yankees Coached by Eddie Martinez
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 Major Division Champions the Dodgers, Coached by Head Coach Albert Vasquez and Asst. Coach Lupe Garza:
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 Junior Division Champions the Yankees Coached by Miguel Caceres:
Miguel A. Vasquez Jr.
Marc A. Garcia
Isaiah Estrada
Jesus Aleman
Jimmy Aleman Jr.
Rogan Gonzalez
Roy Pena
Roel Pena
Osiel Rios
Dylan Caceres
Abednego Barrios
Xavier Valdez
Maddox Gonzalez

C. Presentation Recognizing the City of Edinburg Parks & Recreation Department: 2025 Texas State Junior Golden Glove Champions. [Javier Garza Director of Parks and Recreation]

Erik Molina, Assistant Director of Parks and Recreation stated he was excited to announce five boxers from their Rogue Boxing Team from the Parks and Recreation Boxing Program:

Coached by Karla Espinoza, Martin Martinez, Rolando Garza, Jose del Angel, Anthony Aguirre
Demarcus Jones
Anthony Flores
Jorge Garza Espinoza
Jaquin Castaneda
Orlando Garza

Mr. Molina stated the five boxers traveled to San Antonio, Texas for the Texas State Junior Golden Glove Championships and all five returned with Gold Medals. Mr. Molina stated the City of Edinburg has never had a World Champion professional boxer, but with the support of the Council and City Management getting behind the sport and offering opportunities like this and hosting the Junior Olympics it will not be long before there is

a World Champion professional boxer from the City of Edinburg.

6. PUBLIC COMMENTS

Almaniria Mendez: Ms. Mendez stated she owned the property just north of the property being considered for rezoning under Item 7B, she said she has concerns with parking. She stated with Edinburg CISD Administration building right across the street she had to put private property signs, no trespassing signs and more recently had to contact a towing company to place their signs that unauthorized parked vehicles will be towed. Ms. Mendez stated with three added homes with limited to no parking she fears they would be parking on the parking designated for her tenants which may cause confrontation and she is present today attempting to be proactive and not reactive. She asked the Council to consider her concerns when making a decision.

Eli D. Alaffa: Ms. Alaffa, Paws Fur Help a non-profit volunteer advocacy group, advocating for companion animal and they are present seeking the City's support for a county wide ban of road side, parking lots and flea markets sales of live animals. She said the Rio Grande Valley is overpopulated with cats and dogs. Texas is ranked number one in the country for euthanizing cats and dogs. Ms. Alaffa stated it is estimated that over 85,000 pets are euthanized in Texas shelters each year, more than seven thousand a month. She said roadside sales provide no concern for animal care and no education is given on the continued care for these animals including spay and neutering. Ms. Alaffa stated after years of presenting this bill in Austin the state of Texas has passed HB 2731 the ban of roadside sales from many counties, Hidalgo County amongst them. She said earlier in the year they sent out letters to Mayors in each city and have received favorable responses, their next step is getting support from the Hidalgo County Commissioners with the goal that an ordinance is passed to make it unlawful to sell, barter, trade, lease, rent, giveaway, or display for commercial purpose a live animal on the side of the road, public right of ways, commercial parking lot, or an outdoor special sale, swap meets, or flea markets. Ms. Alaffa stated they need the Councils written support via email.

Ronnie Larralde: Mr. Larralde thanked the Council, City Staff, and the EEDC for a fantastic Texas Cook'Em High Steaks on July 4, 2025. Mr. Larralde said they had great community support, with over 60 competitors some from Central Texas, Laredo, and most from all across the Rio Grande Valley. He said they are happy to host because it helps get Edinburg on the map as far as providing the winners at a National and a World level to compete for barbeque. Mr. Larralde stated the event had lots of entertainment from sky diving, car show, family fun zones, and fireworks, it was a great community event. He thanked the Council for all they do for the Chamber of Commerce and for the community and they are looking forward to the 20th Annual Texas Cook'Em High Steaks next year. Mr. Larralde stated they were able to give out five scholarships to UTRGV Veterans.

Diane Teter: Ms. Teter thanked the Council for allowing public comments, it allows for different perspectives and rebuttals for the comments that are opinions and not facts. She stated in the last meeting it was stated that UTRGV was not needed as a voting location,

so she researched it and data shows that in 2020 campus voting rate was 55% and voting registration rate was 78%, she was unable to find the 2024 voting data but the target over all voting rate was 56% and voting registration 79%. Ms. Teter said it was reported that the Edinburg campus-voting location is one of the highest traffic sights in Hidalgo County, she and many others vote at UTRGV. She would like to recommend others try to use this location because unlike the Closner Blvd. location UTRGV has shade, has plenty of bathrooms, parking is provided and not a problem especially in the early mornings and evening. Ms. Teeter stated she wondered if it was an attempt to gerrymander voting places in addition to voting districts. She said another comment made was not needing green spaces in golf courses but they should consider green drainage systems, because green spaces in golf courses act as natural sponges to absorb rain water, reduce run-off and are often used by urban planners. Ms. Teter asked when will the parkland dedication fee be reinstated so that once again throughout land developers and contractors pay for the greening and drainage of the City.

Javier Salazar: Mr. Salazar thanked the Council and Parks and Recreation Department for forward thinking on building parks the years. He said one thing that needs to be addressed is maintaining and upgrading the existing parks to meet the needs of the community. Mr. Salazar explained that Item 7G was for approval to submit a grant application to the Texas Land and Wildlife Department. This grant will facilitate an inclusive opportunity for people of all ages in the community. He said there were two parts: one would facilitate a basketball court, not typical basketball. This would require skills where you would have to strategize your shot; you would shoot the ball where it would rebound off the board into the basket, like a bank-shot providing a twist to the game everyone knows. Mr. Salazar stated if approved it would be the first in the Rio Grande Valley, it would be a good thing not only for this community but also for the surrounding communities. He said most important is that it is all inclusive with ramps, smooth surfaces, ample spaces for wheelchair access in addition to adjustable backboards. Mr. Salazar stated the second part of this request is in line with the Master Plan done in 2019 in responding to the citizens' request for tennis courts. A project is being considered for Memorial Park that will consist of demolishing the tennis courts that are there. They will rebuild them and they would be able to be used for pickle ball as well. He stated this grant would provide for citizens of all ages including those with disabilities access to inclusive park amenities.

Fern McClaugherty: Ms. McClaugherty stated she would like to take a minute to discuss the passing of Ms. Sabrina Walker Hernandez, her contribution to the children and this community is an example of what one person can accomplish. How can it be ensured that her community spirit will continue to be the basis for growth something that demonstrates her energy her kindness and passion for a service that touched everyone she met? She will be greatly missed. Ms. McClaugherty stated the actions of the Council are affecting the community. She reminded the people they are not alone in fighting to reduce their property taxes. She stated Hidalgo County is considering selling $50 million in bonds, to continue the same cash flow for proposed projects. Ms. McClaugherty stated taxpayers cannot just pay one bill, remember the City of Edinburg raised water rates by 67% and sold $9 million in bonds all while the County was having a 20% inflation rate.

She said the Governor has placed three bills on the November ballot all intending to reduce your tax bill; everyone needs to vote for those bills. Ms. McClaugherty stated Texas Bill 9 is to reduce business personal property tax, exemption from $2,500 to $125,000; Senate Bill 4 will raise the overall homestead exemption from $100,000 to $140,000; Senate Bill 23 will raise the exemption to $200,000 for homeowners who are disabled or are 65 years of age or older. She stated the down side to this is that no matter the size or shape your property will increase in value. She said this Council will vote for the existing members of the appraisal district and their job is to take more money from the people. Ms. McClaugherty said ask questions before you vote and vote for the ones who spend less because it is your money. She asked on 12. A. Appointments does the Council ask the people if they are willing to take their time for these boards before they vote them onto the boards? She knows of one member that never showed up to a single meeting.

There were no further Public Comments.

Mayor Pro Tem Jason De Leon declared the hearing open for public comments for items A through G. There being further comments, Mayor Pro Tem Jason De Leon declared the hearing closed.

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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember David Salazar, Jr. to Approve 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.
SECOND: Councilmember Daniel "Dan" Diaz

Jaime Acevedo, Director of Planning & Zoning stated both staff and the Planning and Zoning Commission voted against this request but the Council is the one who makes the ultimate decision.

Almaniria Mendez asked the Council to keep in mind that off of 8th Street there are no parking 8a.m.-5a.m. signs on the west side, you have the school district parking that leaves 50 feet in front of the property and they are trying to put three units in there. Where are they going to park? She said they are going to end up parking on her property, on her property she has 12 units with 18 parking spots she does not want to have to call the police because one of her tenants is having a conflict when it can be avoided.

Councilmember Daniel "Dan" Diaz stated Ms. Mendez your lot is multifamily and you are against the property being rezoned to multifamily.

Marlon Garza, Melden and Hunt stated they are trying to build a triplex and they have been successful designing a site plan that has been previously approved by the City in the same vicinity, on Peter and 9th Street. He stated they were able to meet the parking requirements set by UDC. Mr. Garza stated the Auto-Urban allows for multi-family, he

said although this is a rezoning request if approved they intend on meeting all the UDC requirements. He stated that is trending with multi-family. Mr. Garza said as enrollment to UTRGV grows, the more multi-family housing is sought in the area. They are trying to provide what is needed without having to ask for variances.

Mayor Pro Jason De Leon asked how many parking spaces are being proposed in the site plan.

Mr. Garza stated as per UDC Code the requirement is one parking per bedroom, so they would have six spots two per unit if they were two bedroom units.

Ruben De Jesus, Melden and Hunt project engineer stated any additional parking will be required on site, so if they decide on two units with three bedrooms, they will have to provide the six spaces and if they decide on three units with three bedrooms then they have to figure out the nine space. Mr. De Jesus stated they would restrict their project to what is allowed for the set space. He said according to the Master Plan the City is adopting and has in place is so that Auto-urban uses form the university to Downtown is being purposed to get rid of street parking. The future land use moving forward calls to take parking off the streets and onto the property to mobilize the area more.

Councilmember David Salazar stated this is only up for zoning but is there an idea for the development because with a lot that size it is hard to picture where they would add the parking.

Mr. De Jesus stated they do not have the site plan but the development would be like a cookie cutter with four parking space along Loeb and two or four on the ally's side. He said on a previous development same size lot they were able to accommodate eight parking spots.

Mayor Pro Jason De Leon stated this is just a rezoning request, if passed they would have to follow all the Planning and Zoning and City's codes and requirements. He asked if the development would be providing any improvements to that area. How many multi-family properties are in that area?

Mr. De Jesus said it is a small space but they would still have to accommodate the drainage, the green space, landscaping, and repair or add sidewalks. He stated within a one-block radius there are about six multi-family developments.

Councilmember Daniel "Dan" Diaz stated if there are other properties zoned multi-family why did staff, and the Planning and Zoning Commission deny the request?

Jaime Acevedo, Director of Planning & Zoning stated it was denied because of the size of the lot.

Marlon Garza, Melden and Hunt stated a typical four-plex is required to be 80ft. by 100ft. to meet the 8000sq ft. requirement; this lot is 7500 sq. ft. it is just shy of the four-plex

requirements and what will be proposed is a tri-plex.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember David Salazar, Jr. Approve 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.
SECOND: Councilmember Daniel "Dan" Diaz

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, 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]

MOTION: Councilmember David Salazar, Jr. to Approve 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.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember David Salazar, Jr. to Approve 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.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None

The motion to Approve carried.

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]

MOTION: Councilmember David Salazar, Jr. to Approve 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.
SECOND: Councilmember Daniel "Dan" Diaz

Fern McClaugherty asked why this variance request was under Public Hearing yet the other Variance is under variances.

Jaime Acevedo, Director of Planning & Zoning stated sign variances by Code do require Public Hearing Process and subdivision variances do not.

Raul Palma stated the lot was unique smaller lot and most of their business building is covered by A-Max, so the public does not know exactly where they are located and a sign would fix that. He said Planning and Zoning Commission voted in favor but City staff commented that due to the lot size the sign did not meet the requirements. Mr. Palma stated he researched and just last year on Closner Blvd., a similar situation was approved.

Councilmember Daniel "Dan" Diaz asked if Mr. Palma would be renting sign space. He asked how much bigger would the lot have to be in order not to require a variance, and would it block any other business.

Arnoldo Cantu stated they are being limited because of the size of the lot they are only allowed a 35 square ft. sign 30 feet in the air, he said they are asking for a 10ft. by 12ft. 120ft. would not require a variance and it would not block any other building/business.

Councilmember David Salazar, Jr. stated for that lot the City would allow a 5ft. by 7ft. and that is half of what you are requesting.

Councilmember Daniel "Dan" Diaz does this affect the Scenic City Designation?

Jaime Acevedo, Director of Planning & Zoning stated that is one of the considerations

for signs and billboards, because it does impact the rating.

Claudia Farias, Director of Grants Administration Department stated this is a five-year term the last application was submitted in 2021 which is good for five years. Every year they just get a recertification with no action on the part of the City. She stated after the five-years they reapply and submit the UDC requirements and that they are being met. Ms. Farias stated the City of Edinburg is at a Gold level and ideally they'd like to reach the Platinum level but the goal is to remain at the Gold level.

Myra L. Ayala, City Manager stated it could be something they would take into consideration because of how crowded it would be with billboards and signs. The purpose of being a Scenic City is beautification and visibility, and they are taken into consideration when reviewing the applications.

There was discussion. Jaime Acevedo, Director of Planning & Zoning

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve 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.
SECOND: Councilmember David Salazar, Jr.
There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve the 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to Deny the 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.
SECOND: Councilmember David Salazar, Jr.

Fern McClaugherty stated the developer is requesting a 40ft right of way instead of the required 50ft right of way and they installed sidewalks on the north side but they do not want to add them on both sides. She said the lots are smaller so they want the Council to go against the rules the City has in place so that they may have all the extra land. She asked do they ever think about the firetrucks, firetrucks are big and there are cars parked on both sides of the street making it impossible in some cases for the firetrucks to get through.

Marlon Garza, Melden and Hunt stated they are requesting the 40ft. right of way and no sidewalks on the south side because they do not have any proposed lots on the south side. He said the roadway is going to be on the south side and with no development there, they did not see a need for a sidewalk that will not have any real pedestrian traffic. Mr. Garza stated another reason for their request is that they will still be including the required back-to-back pavement width.

Councilmember Daniel "Dan" Diaz asked if the request is denied how would this development be adjusted. Is there some kind of compromise?

Mr. Garza stated they did visit other avenues; he said he failed to mention this would be a private community so street maintenance would be taken care of by the HOA at the time of the subdivision recording. He said the proposed development is for town homes and commercial in the front and a retention pond on back east side.

Jaime Acevedo, Director of Planning & Zoning stated it will have the typical 32ft. back-to-back streets, and they had talked about adding a fire lane along the south side curb not allowing cars to park on the south side. He stated it is up to the Council if they want to approve this or approve some sort of compromise, like maybe 45ft. right of ways and leave out the south side sidewalks.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: Mayor Pro Tem Jason De Leon

ABSTAIN: None
The motion to Deny carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve 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.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Josephine Ramirez Solis, City Attorney addressed the Council's questions.

Councilmember Daniel "Dan" Diaz withdrew his motion.

MOTION: Councilmember David Salazar, Jr. to Approve Melden and Hunt 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.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember David Salazar, Jr. to 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 Related Thereto.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Consider Rejecting Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike

Trail. [Mardoqueo Hinojosa, PE, CFM, City Engineer]

MOTION: Councilmember David Salazar, Jr. to Reject Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Mardoqueo Hinojosa, City Engineer addressed the Council's questions. He stated they received five bids but they were considered non-responsive because state and federal funds will be used for this project certain requirements must be met and the bids were missing a required document.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Reject carried.

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]

MOTION: Councilmember David Salazar, Jr. to Approve the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Hotel Occupancy Tax Fund.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember David Salazar, Jr. to Appoint Omar Govea to the Zoning Board of Adjustment.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

MOTION: Councilmember David Salazar, Jr. to Appoint Antonio L. Garza as an Alternate of the Zoning Board of Adjustment.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

13. CONSENT AGENDA

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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve 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.

SECOND: Councilmember David Salazar, Jr.

Fern McClaugherty would like an explanation on this item.

Omar Garza, Fire Chief stated this is an Ordinance approving the non-emergency ambulance license for Driscoll Children's Hospital. He said as per the Code of Ordinance any non-emergency ambulances providing services in the City must submit an application, all their ambulance are inspected and if the requirements are met they are granted a license to operate in the City.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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].

MOTION: Councilmember Daniel "Dan" Diaz to 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to 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.
SECOND: Councilmember David Salazar, Jr.

Fern McClaugherty would like an explanation on what this is, what is the purpose and has it been done before.

Bandon Alaniz, City Manager's Department stated this is an agreement allowing easement access to the University of Texas Rio Grande Valley this would allow foot traffic and renovation traffic into the UTRGV Robert and Janet Vacker Stadium through the easement at Los Lagos. Mr. Alaniz stated this has been done before with Utility Access Agreements and Shared Facility Agreements with ECISD.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

14. OTHER BUSINESS:

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

15. EXECUTIVE SESSION

MOTION: Councilmember Daniel "Dan" Diaz to convene into Executive Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Pro Tem Jason De Leon convened into Executive Session.

OPEN SESSION

Mayor Pro Tem Jason De Leon Reconvened into Open Session and stated no action was taken in Executive Session.

A. Consultation with City Attorney (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)

MOTION: Councilmember Daniel "Dan" Diaz to Authorizing the City Manager to enter into an amendment agreement to purchase real estate for Landfill Operations, that is an amendment made to the previously approved by Council at the June 17, 2025, Meeting.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr., and Councilmember David White
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Discussion and Possible Action Regarding Economic Development Matters (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

16. ADJOURNMENT

MOTION: Councilmember Daniel "Dan" Diaz to Adjourn the meeting.
SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Pro Tem Jason De Leon Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____