



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
OCTOBER 7, 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. City of Edinburg Events:

- 3rd Annual Homestead Exemption Registration
- 5th Annual World Birding Center Spooktacular
- 25th Annual Halloween Fall Festival

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of a Proclamation Recognizing Rolland Hugh Pursley, Edinburg Volunteer Firefighter, for His Continued Years of Service to His Community and the City of Edinburg. [Omar Garza, Fire Chief]
- B. Presentation of Proclamation Recognizing October 13–17, 2025 as Texas Chamber of Commerce Week. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

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

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

following this procedure.

7. PUBLIC HEARING

- A.** 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, Primary (RP) District to Commercial, General (CG) District, Being Lots 11 and 12, Block 11, Country Club Place, Located at 1523 S. 10th Avenue, as Requested by Allan Mercado. [Jaime Acevedo, Director of Planning & Zoning]

8. ORDINANCES

- A.** Consider Ordinance Providing for the Abandonment of Right-of-Way for a Tract of Land Containing 1.036 Acres Situated in the City of Edinburg, County of Hidalgo, Texas, Being a Part or Portion Out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, According to the Plat Thereof Recorded in Volume 5, Page 51, Hidalgo County Map Records, Located on the West Side of South Veterans Boulevard, as Requested by Melden & Hunt, Inc., and Authorize the City Manager to Execute all Documents Related Thereto. [Jaime Acevedo, Director of Planning & Zoning]
- B.** Consider Ordinance Providing for a Temporary Special Use Permit and Resolution Approving the Temporary Closure for the “A Week Without Driving Pedestrian and Cycling Event” to be Held Sunday, October 12, 2025, with a Route Commencing at the Northeast Corner of 4th Avenue and University Drive to Conclude at the Intersection of 16th Avenue and University Drive from 8:00 a.m. to 10:30 a.m. as Requested by Dr. Nazanin Heydarian. [Jaime Acevedo, Director of Planning and Zoning]
- C.** Consider Ordinance Providing for the Temporary Special Use Permit for the “5th Annual Brides' March” to be Held on Saturday, October 25, 2025, from 8:00 a.m. - 12:00 p.m. at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being All of Block 230, Lots 15 Thru 24 Edinburg Original Townsite, Located at 107 North 10th Avenue, as Requested by Joan Garza on Behalf of Hidalgo County District Attorney's Office. [Jaime Acevedo, Director of Planning and Zoning]
- D.** Consider Ordinance Providing for a Temporary Special Use Permit for the “St. Joseph's Catholic School TurkeyFest” to be Held Friday, November 7, 2025, Through Saturday, November 8, 2025, from 11:00 a.m. Thru 10:00 p.m. at St Joseph's Catholic School, Being Portions of Edinburg Townsite Subdivision Lot 1-2-3 & 6S1/2&7 Thru 12 BLK 319, Located at 119 W. Fay St. [Jaime Acevedo, Director of Planning and Zoning]
- E.** Consider Amending the Code of Ordinances of the City of Edinburg, Texas at Title III. Administration, by Adding Chapter 38 Elections - Article I. Electioneering. [Josephine Ramirez-Solis, City Attorney]
- F.** Consider Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Replacing Chapter 118 Wrecker and Towing Ordinance. [Josephine Ramirez-Solis, City Attorney]

9. VARIANCE

- A.** Consider Variance Request to the City's Unified Development Code, Article 5, Subdivision Standards, Division 5.100, Purpose and Application, Sec. 5.102, Applicability, Being a 1.53 Acre Tract of Land Out of a 6.12 Acre Tract in Lot 10, Section 246, Texas-Mexican Railway Company Survey, Hidalgo County, Texas as Per Map or Plat Thereof Recorded in Volume 1, Page 16, Located at 1714 E. Chapin Rd. as Requested by RK-5 Properties LLC. [Jaime Acevedo, Director of Planning

& Zoning]

10. AWARDING OF BIDS

- A.** Consider Awarding Bid No. 2025-25, Fuel, Motor Oil, and Lubricants to Gold Star Petroleum, Inc. for the Unit Prices as Listed for Unleaded Fuel, Clear Diesel & Dyed Diesel, and to Arguindegui Oil Co. II Ltd for the Unit Prices as Listed for Motor Oil and Lubricants and Authorize City Manager to Enter Into an Agreement Related Thereto. [Vincent A. Romero, CPM, Public Works Director]
- B.** Consider Authorizing the Purchase of One 2026 Chevy Tahoe, Including Accessories and Equipment Installation, Through the Cooperative Agreement, TIPS Contract No. 240901, and the Purchase of an Emergency Vehicle Package Through the Local Government Purchasing Cooperative Agreement (BuyBoard) Contract No. 698-23, and the Purchase of a Vehicle Radio System Through the Houston-Galveston Area Council Cooperative Agreement Contract No. RA05-21, Using Fiscal 2024 Operation Stonegarden Grant No. 3172510 Funds in the Amount of \$111,611.27. [Jaime Ayala, Chief of Police]
- C.** Consider Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]
- D.** Consider the Approval of Change Order Number One (1) by JMJ Diaz Corp. DBA JMJ Constructors for Bid No. 2024-02, Phase 1- Upgrades to Existing Wastewater Treatment Plant Project to Increase the Contract Amount by \$3,397,168.86 and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

11. CONTRACTUAL

- A.** Consider Authorizing the City Manager to Enter Into an Agreement with WSP USA, Inc. Based on RFQ No. 2021-001, in the Amount of \$400,000 for Bid Document Preparation and Construction Design, Cell Construction and Liner Installation Quality Control Assurance, Liner Quantity Certification Surveying, Technical/Construction Certification and Reporting, and General Project Oversight for Unit 7, Cell 1A under TCEQ Permit MSW956-C to the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]

12. RESOLUTIONS

- A.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) – Supporting Border Crisis Response and Enforcement Projects (HSGP-BC) Grant Program, and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]
- B.** Consider Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2521EDINB for Perimeter Security Fence and Gates Replacements at South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]
- C.** Discuss and Consider Resolution Nominating a Candidate or Candidates for the Board of Directors of the Hidalgo County Appraisal District for 2026-2029. [Clarice Y. Balderas, City Secretary]

13. ELECTION

- A.** Consider Authorizing the City Manager to Enter Into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal

14. APPOINTMENTS

- A.** Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Planning and Zoning Commission, Four Members; Zoning Board of Adjustment, Consider Appointment of Andrew Leal Almaguer. [Clarice Y. Balderas, City Secretary]

15. CONSENT AGENDA

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

- A.** Consider Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce & Edinburg Convention and Visitors Bureau for the Period of October 01, 2025 through September 30, 2026 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]
- B.** Consider Authorizing the City Manager to Enter Into an Agreement with the Museum of South Texas History for the Period of October 01, 2025 through September 30, 2026 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]
- C.** Consider Exercising the Option to Award the City of Edinburg's Fiscal Year 2024-2025 Audit to Cascos & Associates, PC, for the Third Year, for an Amount Not to Exceed \$86,900.00 and Authorize the City Manager to Execute an Engagement Letter Relating Thereto. [Ascencion Alonzo, Director of Finance]
- D.** Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund, Utility Fund, and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]
- E.** Consider Ratifying the Supplemental Agreement for the Lease and Delivery of 3,300 Acre-Feet of Municipal Water Rights from Hidalgo County Irrigation District No.1 in the Amount-Not-To-Exceed \$264,000.00 for the Remainder of the Current Calendar Year 2025 in Connection with the Existing Water Delivery Agreement with HCID No. 1. [Gerardo Carmona Jr., P.E., Director of Utilities]
- F.** Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Garden Walk at Canton Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]
- G.** Consider the Approval of Change Order No. 1 for McDonald Municipal & Industrial to Reduce the Contract Amount for Bid No. 2024-13, West Water Treatment Plant Stand by Generator Grant No. DR4586-005 by \$34,345.45 and Authorize the City Manager to Execute Any Document Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- H.** Consider Authorizing the City Manager to Execute an Amendment to the Current Site Lease Agreement Between the City of Edinburg and Edinburg Renewables, LLC for the Expansion of the Existing Landfill Gas Plant Project Site. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

- I. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for the Veterans Detention Pond Project, with KCI Technologies, for an Amount Not to Exceed \$66,038.84 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- J. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with Millennium Engineers Group, for Construction Material Testing Services for the Downtown Parking Garage for an Amount Not to Exceed \$128,726.55 and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- K. Consider Authorizing the City Manager to Enter Into Job Task Order No. 2 for Professional Services for Sugar Detention Pond, with Halff Associates, Inc. for an Amount Not to Exceed \$87,500.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- L. Consider Rescinding the Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Removing Chapter 121 Funeral Escorts. [Josephine Ramirez-Solis, City Attorney]

16. OTHER BUSINESS

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

17. EXECUTIVE SESSION

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

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

OPEN SESSION

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

18. 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 October 01, 2025 at 6:40 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: October 7, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.A.

Proclamation Recognizing Rolland Hugh Pursley

1. Agenda Item:

Presentation of a Proclamation Recognizing Rolland Hugh Pursley, Edinburg Volunteer Firefighter, for His Continued Years of Service to His Community and the City of Edinburg.
[Omar Garza, Fire Chief]

2. Description:

Rolland Hugh Pursley began his career as a volunteer firefighter with the Edinburg Fire Department in 1975, answering the call to serve his community with selflessness and bravery.

The Edinburg City Council and the Edinburg Fire Department recognize and express their deepest gratitude for Rolland Hugh Pursley's invaluable service and sacrifices over the past five decades.

3. Staff's Recommendation:

Present a proclamation recognizing Rolland Hugh Pursley, Edinburg Volunteer Firefighter, for his continued years of service to his community and the City of Edinburg.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: Rolland Pursley

PROCLAMATION



ROLLAND HUGH PURSLEY

WHEREAS, Rolland Hugh Pursley began his career as a volunteer firefighter with the Edinburg fire Department in 1975, answering the call to serve his community with selflessness and bravery; and

WHEREAS, on March 27, 2006, Rolland Hugh Pursley was hired by the City of Edinburg Fire Department/Suppression Division transitioning from a volunteer firefighter to a career Deputy Chief; and

WHEREAS, Rolland Hugh Pursley has displayed exceptional leadership, mentoring countless firefighters, and contributing to the advancement of fire protection, emergency response, and public safety education; and

WHEREAS, on October 1, 2012, Mr. Pursley's position was reclassified from Deputy Fire Chief, Fire Department/Suppression Division to Assistant Fire Chief/Facilities; and,

WHEREAS, on October 28, 2013, Mr. Pursley transitioned from Assistant Fire Chief/Facilities to Deputy Chief of Civil Service; and,

WHEREAS, on January 31, 2019, Deputy Chief Rolland Hugh Pursley retired from the City of Edinburg as a career firefighter, and returned to the volunteer organization to continue serving the community; and

WHEREAS, Rolland Hugh Pursley has devoted 50 years of distinguished service to the fire service, demonstrating unwavering dedication, courage, and commitment to the safety and well-being of the citizens of Edinburg; and

WHEREAS, the City of Edinburg and the Edinburg Fire Department recognize and express their deepest gratitude for Rolland Hugh Pursley's invaluable service and sacrifices over the past five decades; and

WHEREAS, the Edinburg City Council would recognize and honor the extraordinary contributions of Rolland Hugh Pursley to the community and to the fire service.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF EDINBURG, TEXAS: By the power of authority vested in me by law, do hereby recognize:

ROLLAND HUGH PURSLEY

for his heroism, dedication, accomplishments, commitment and devoted leadership to the Edinburg Fire Department and the citizens of the community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 7th day of October 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.B.

Proclamation-Texas Chamber of Commerce Week

1. **Agenda Item:**

Presentation of Proclamation Recognizing October 13–17, 2025 as Texas Chamber of Commerce Week. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The Edinburg Chamber of Commerce has existed in Hidalgo County since the late 1920s and was chartered in 1932. The chamber of commerce serves the business community and the community at large. During Texas Chamber of Commerce Week, the City of Edinburg will be celebrating the contributions and dedication of the Edinburg Chamber of Commerce and the professional staff that serve them.

The Edinburg City Council would like to recognize the Edinburg Chamber of Commerce for their hard work and commitment to the community.

3. **Staff's Recommendation:**

Present Proclamation Recognizing October 13–17, 2025 as Texas Chamber of Commerce Week.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: Texas Chamber of Commerce Week 2025

PROCLAMATION



TEXAS CHAMBER OF COMMERCE WEEK OCTOBER 13-17, 2025

WHEREAS, the Edinburg Chamber of Commerce goes about each day serving businesses and the community at large. Many citizens know the chamber as the organization that cuts the ribbon of a new business in town or the group that holds the shovels in the photo with the Mayor and Council for the groundbreaking of a new business, expansion or development. Some may know the chamber as the volunteers that coordinate a local festival or parade that celebrates the season and good times for all; and,

WHEREAS, Chamber of Commerce professionals work with the education system to create scholars and eventually highly-skilled, qualified workers to serve businesses in the community. Some chambers operate programs teaching entrepreneurship to young people who will eventually begin their own ventures and grow the local economy; and,

WHEREAS, Chambers advocate locally, statewide and federally to ensure that their community receives projects, funding, and completion of necessary road enhancements, improvements and mobility. They fight to maintain a regulatory system that allows business to thrive and the local economy to grow with a watchful eye on public safety and the consideration of all people; and,

WHEREAS, in times of disaster chambers are quite often ground zero for getting the message out and services to businesses. They work with other entities who assist businesses with rebuilding, reopening their doors and working through a difficult time; and,

WHEREAS, Chamber organizations are in the arena looking out for all people whether it is for healthcare or a new turn signal, early childhood education or the development of a new business, they are there working, connecting, advocating, and serving; and,

WHEREAS, the Edinburg City Council recognizes the accomplishments of the Edinburg Chamber of Commerce and ask residents to take a moment to stop by your local office or if you happen to see your chamber staff around town please thank them for their work and commitment to the community.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim October 13-17, 2025:

TEXAS CHAMBER OF COMMERCE WEEK

and encourage everyone to learn a little more about the areas of focus of your local chamber and consider where you might fit as a member and volunteer.

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 7th day of October, 2025.

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Ramiro Garza, Jr., Mayor

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

PUBLIC HEARING

Agenda Item No: 7.A.

Comprehensive Plan Amendment and Rezoning Request - Allan Mercado

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to General, Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, Being Lots 11 and 12, Block 11, Country Club Place, Located at 1523 S. 10th Avenue, as Requested by Allan Mercado. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located at the Northwest corner of S. 10th Avenue and W. Freddy Gonzalez. The property is currently zoned Residential, Primary (RP) District. This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. The property has a lot frontage of 111.00 feet along S. 10th Avenue and a lot depth of 150.00 feet for a total lot area of 16,650 square feet. The requested zoning designation is Commercial, General (CG) District. This 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. Currently, the lot has a duplex. The applicant is proposing to convert the existing building into medical offices.

Adjacent zoning is Commercial, General (CG) District to the east and south, Commercial, Neighborhood (CN) District to the west, and Residential, Primary (RP) District to the north. Surrounding land consists of commercial uses and single-family residential uses. The future land use designation for this property is for Auto Urban Uses.

Staff mailed a notice of the public hearing to 22 neighboring property owners on Friday, August 29, 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 September 17, 2025.

On September 5, 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 September 11, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 09/11/2025
CITY COUNCIL – 10/07/2025
DATE PREPARED – 09/03/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto Urban Uses to General, Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District.

APPLICANT: Allan Mercado

AGENT: Not Applicable

LEGAL: Being Lots 11 and 12, Block 11, Country Club Place

LOCATION: 1523 S. 10th Avenue

LOT/TRACT SIZE: 16,650 square feet

CURRENT USE: Duplex

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING: North – Residential, Primary (RP) District
South – Commercial, General (CG) District
East – Commercial, General (CG) District
West – Commercial, Neighborhood (CN) District

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
ALLAN MERCADO**

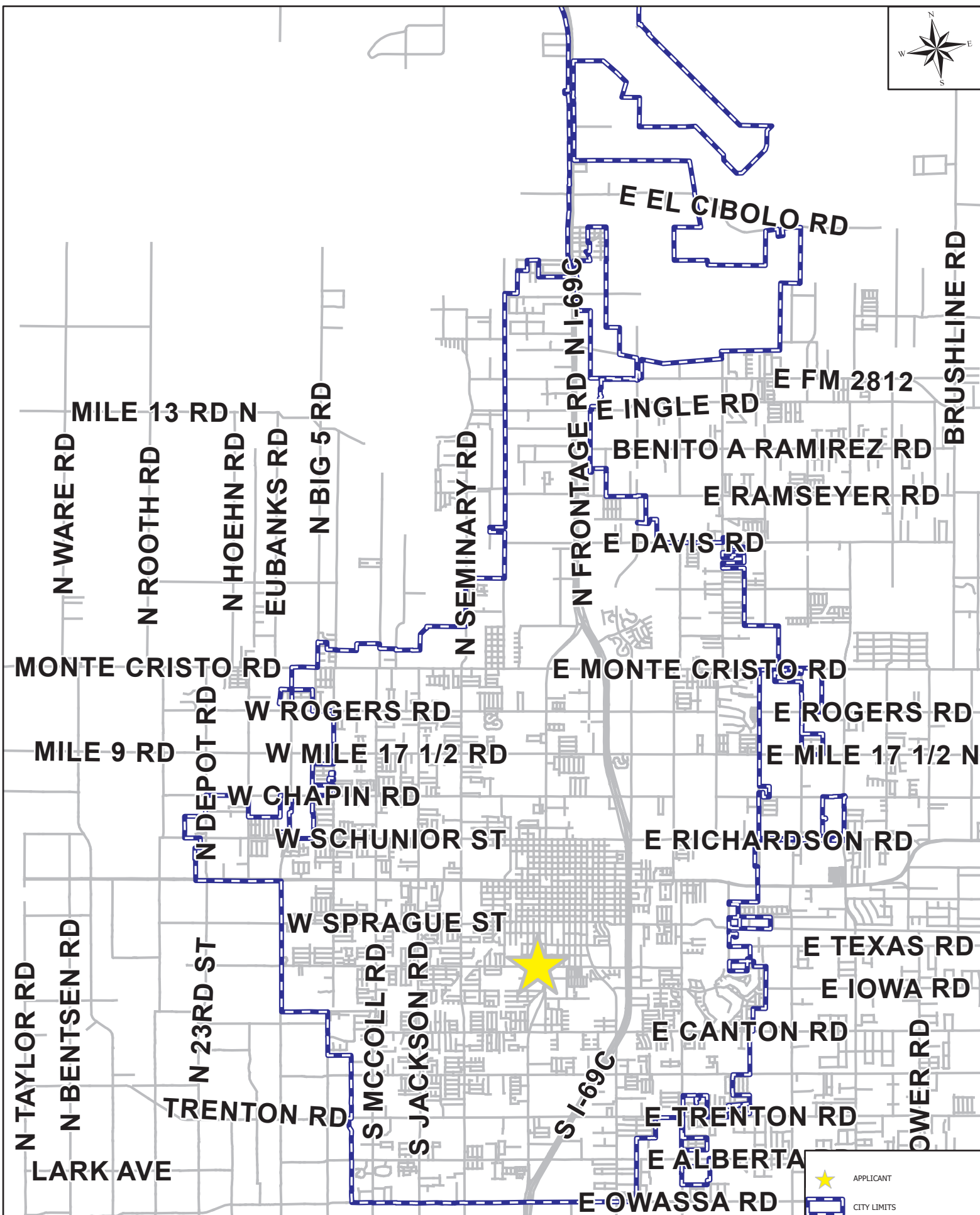
EVALUATION

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

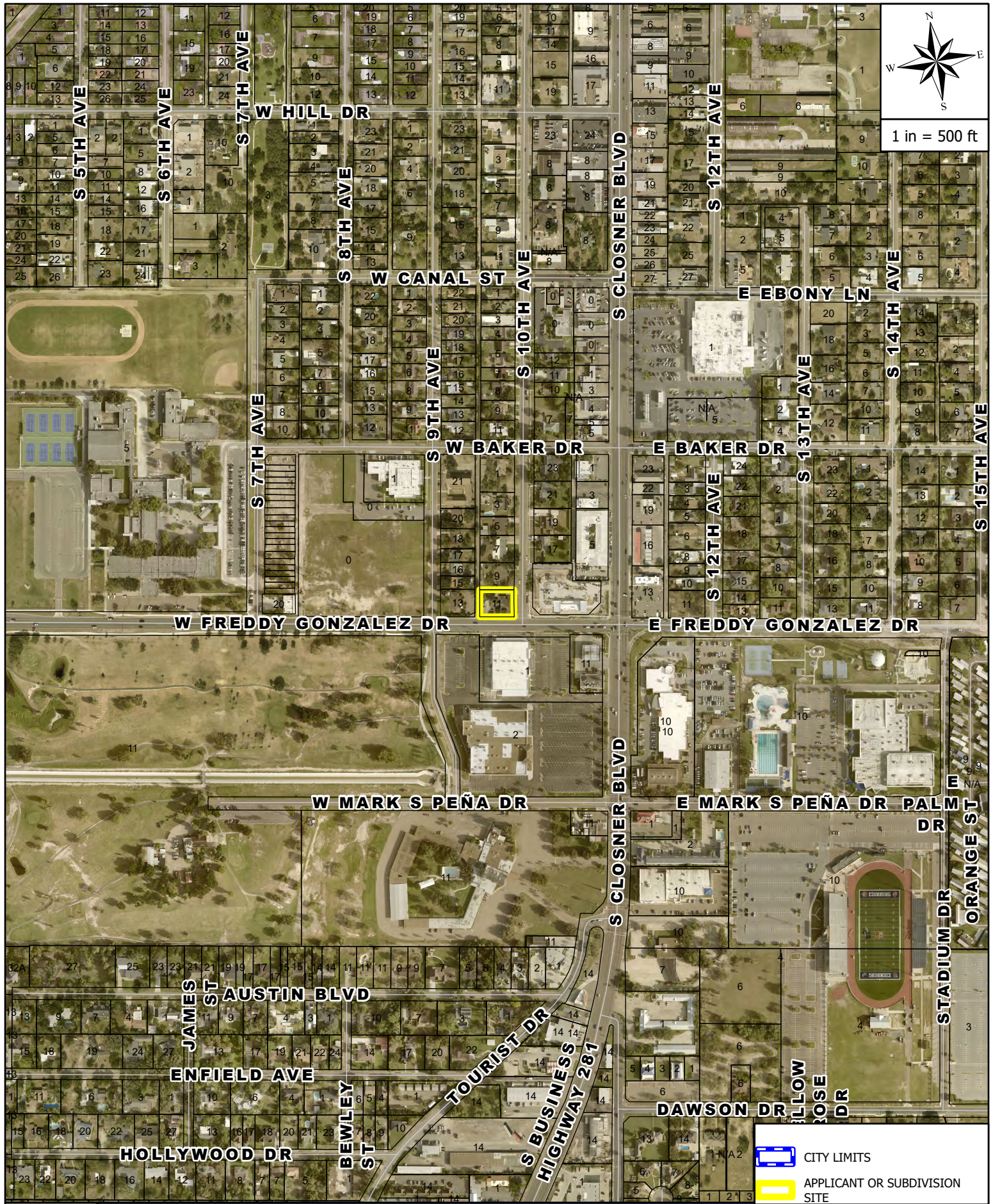
1. Property currently has a duplex.
2. Surrounding land consists of commercial uses and single-family residential uses.
3. The applicant is proposing medical offices at this location.
4. The proposed zoning is inconsistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 22 neighboring property owners on Friday, August 29, 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 September 17, 2025.



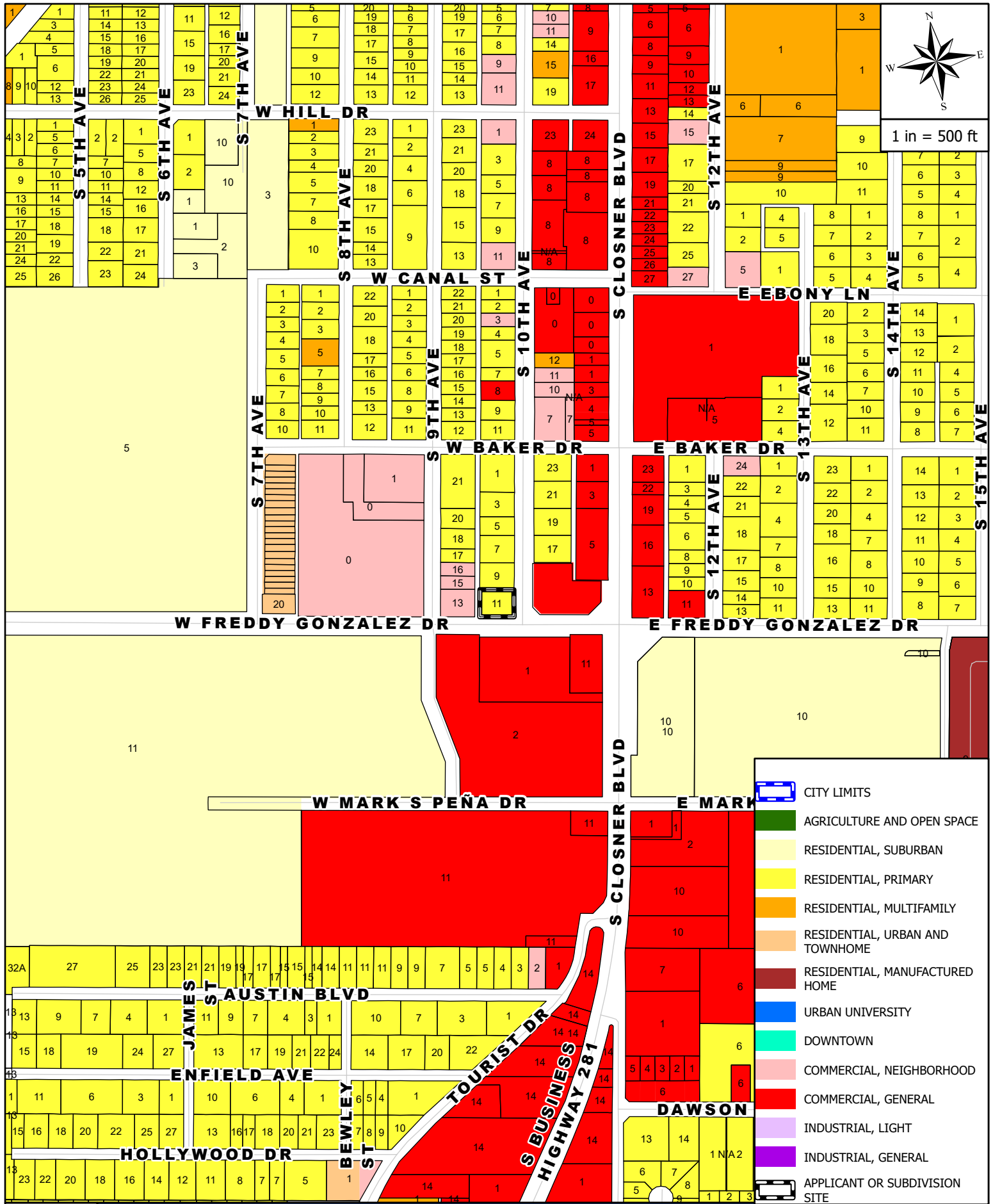
★ APPLICANT
□ CITY LIMITS



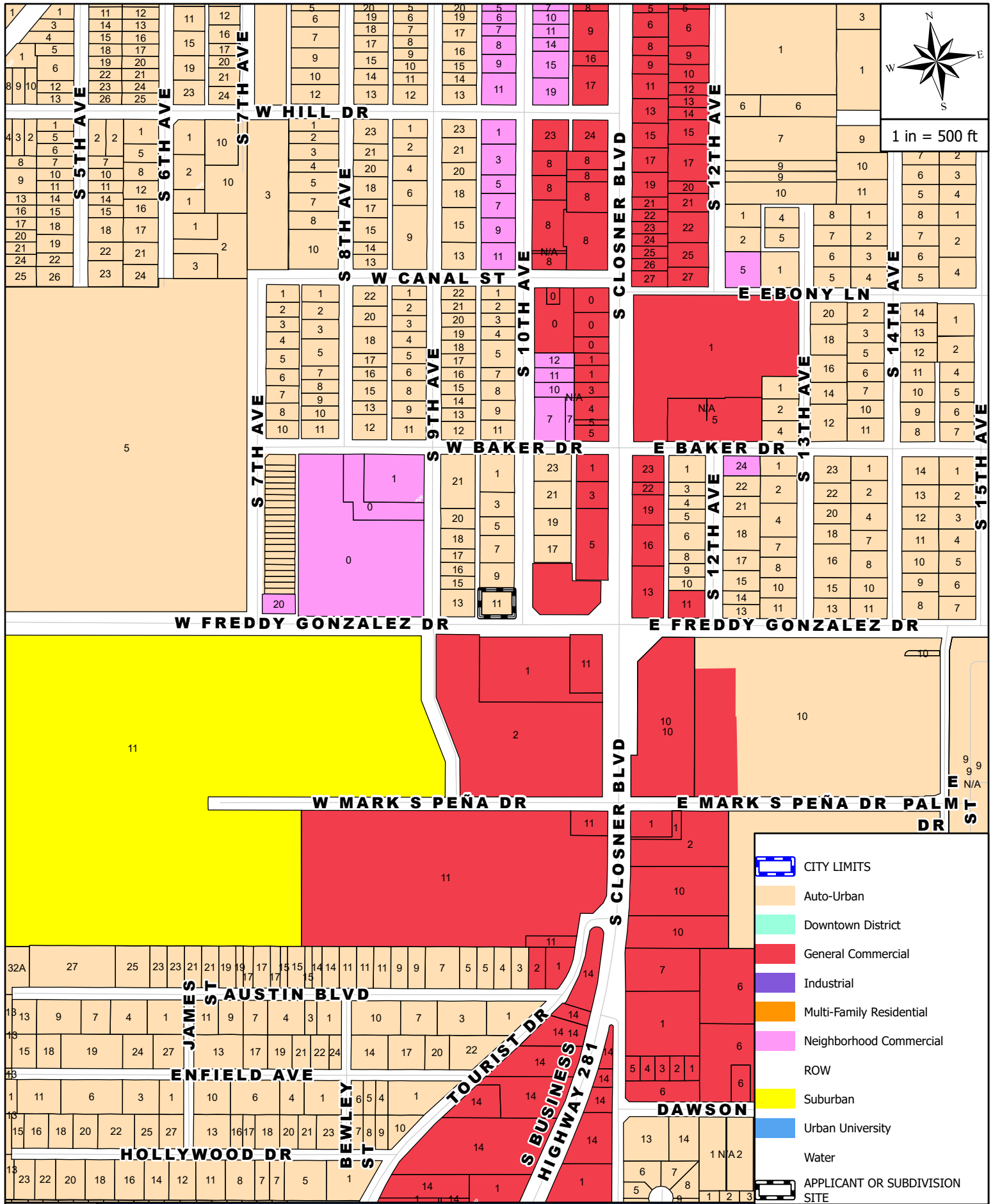
AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0297 1523 S 10TH AVE



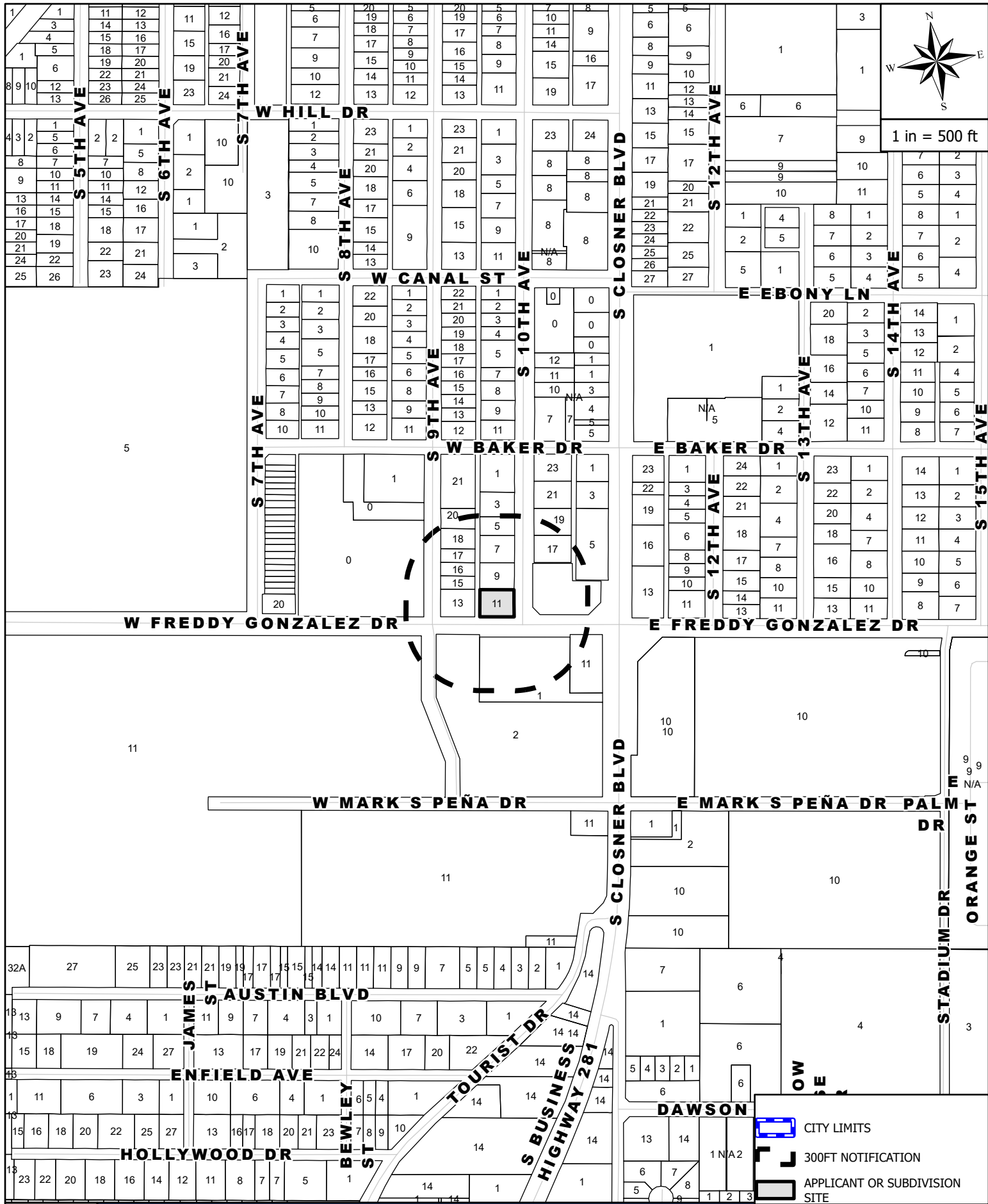
ZONING MAP
APPLICANT AND/OR SUBDIVISION:
RZNE-2025-0297 1523 S 10TH AVE



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0297 1523 S 10TH AVE



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0297 1523 S 10TH AVE



Rezoning Request Site Photo

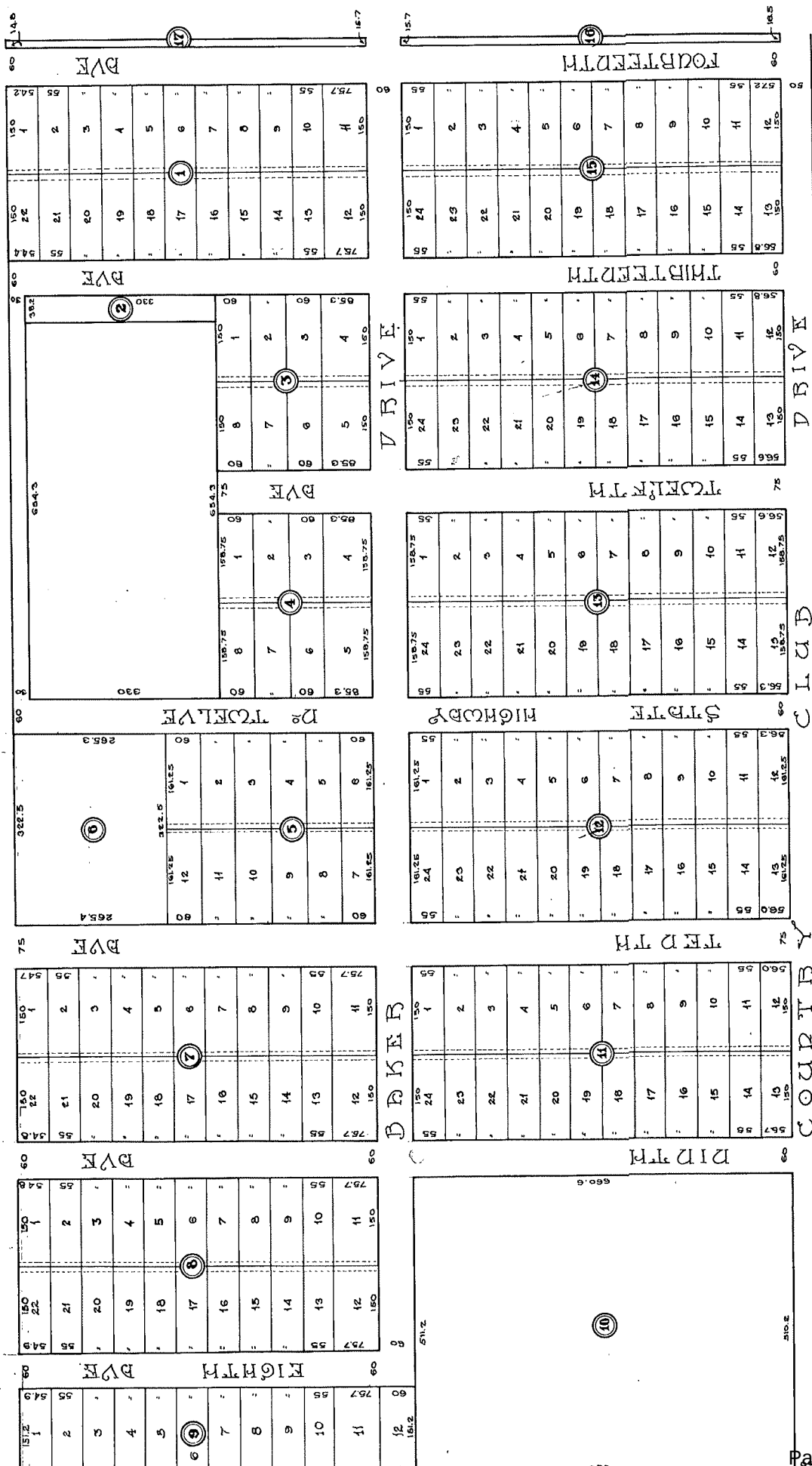
Allan Mercado

1523 South 10th Avenue



COUNTRY CLUB PLACE

Being a subdivision of lot 12's and
the West 30 Acres of lot 1 in
section 27, Texas Mexican Railway
Original Grantee, Hidalgo County Texas.



For dedications see page 16 Vol. 5

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING LOTS 11 AND 12, BLOCK 11, COUNTRY CLUB PLACE, LOCATED AT 1523 S. 10TH AVENUE, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a Being Lots 11 and 12, Block 11, Country Club Place, located at 1523 S. 10th Avenue, from Residential, Primary (RP) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 11, 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 October 7, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of October 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, BEING LOTS 11 AND 12, BLOCK 11, COUNTRY CLUB PLACE, LOCATED AT 1523 S. 10TH AVENUE, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR GENERAL, COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of October 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: October 7, 2025

ORDINANCES

Agenda Item No: 8.A.

Ordinance - Abandonment of Right-of-Way

1. Agenda Item:

Consider Ordinance Providing for the Abandonment of Right-of-Way for a Tract of Land Containing 1.036 Acres Situated in the City of Edinburg, County of Hidalgo, Texas, Being a Part or Portion Out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, According to the Plat Thereof Recorded in Volume 5, Page 51, Hidalgo County Map Records, Located on the West Side of South Veterans Boulevard, as Requested by Melden & Hunt, Inc., and Authorize the City Manager to Execute all Documents Related Thereto. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This item was considered by the City Council on September 16, 2025. At the Council's request, this item was tabled to allow for further consideration.

The applicant is requesting the abandonment of 1.036 acres situated in the City of Edinburg, County of Hidalgo, Texas, being a part or portion out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, according to the plat thereof recorded in Volume 5, Page 51, Hidalgo County Map Records, Located on the west side of South Veterans Boulevard. Attached is a survey of the right-of-way that is being requested to be abandoned.

The subdivision was previously platted and recorded in the Hidalgo County Records with dedication to the County of Hidalgo, Texas. By virtue of this property now being in the city limits of the City of Edinburg as the result of subsequent annexation, the ROW dedication is now the City's. The real property and ROW dedication have not been used and/or developed at any time prior to this request.

A home rule city has exclusive control over public highways, streets and alleys of the municipality and that includes the authority of a home rule municipality to vacate, abandon, or close a street or alley. A city may do so when the action aligns with the public interest, such as reducing maintenance costs, improving public infrastructure or when addressing public safety concerns.

Here, the proposed development is anticipated to improve the general welfare of the City and its residents. A copy of the survey, metes & bounds description, and aerial map, etc. are attached for the City Council's consideration.

Notice of the request for abandonment of right-of-way has been provided to neighboring property owners.

3. Staff's Recommendation:

Staff recommends approval of the Abandonment of Right-of-Way, since there are no plans to use or open this road right-of-way per the Rio Grande Valley MPO Thoroughfare Plan. of the 1.036 acres situated in the City of Edinburg, County of Hidalgo, Texas, being a part or portion out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, according to the plat thereof recorded in Volume 5, Page 51, Hidalgo County Map Records, Located on the west side of South Veterans Boulevard. The recommendation of approval or denial of this abandonment was taken to City Council for consideration on September 16, 2025, and tabled at that time. City Council's

decision is the final step in the abandonment process for this property.

Reviewed by:

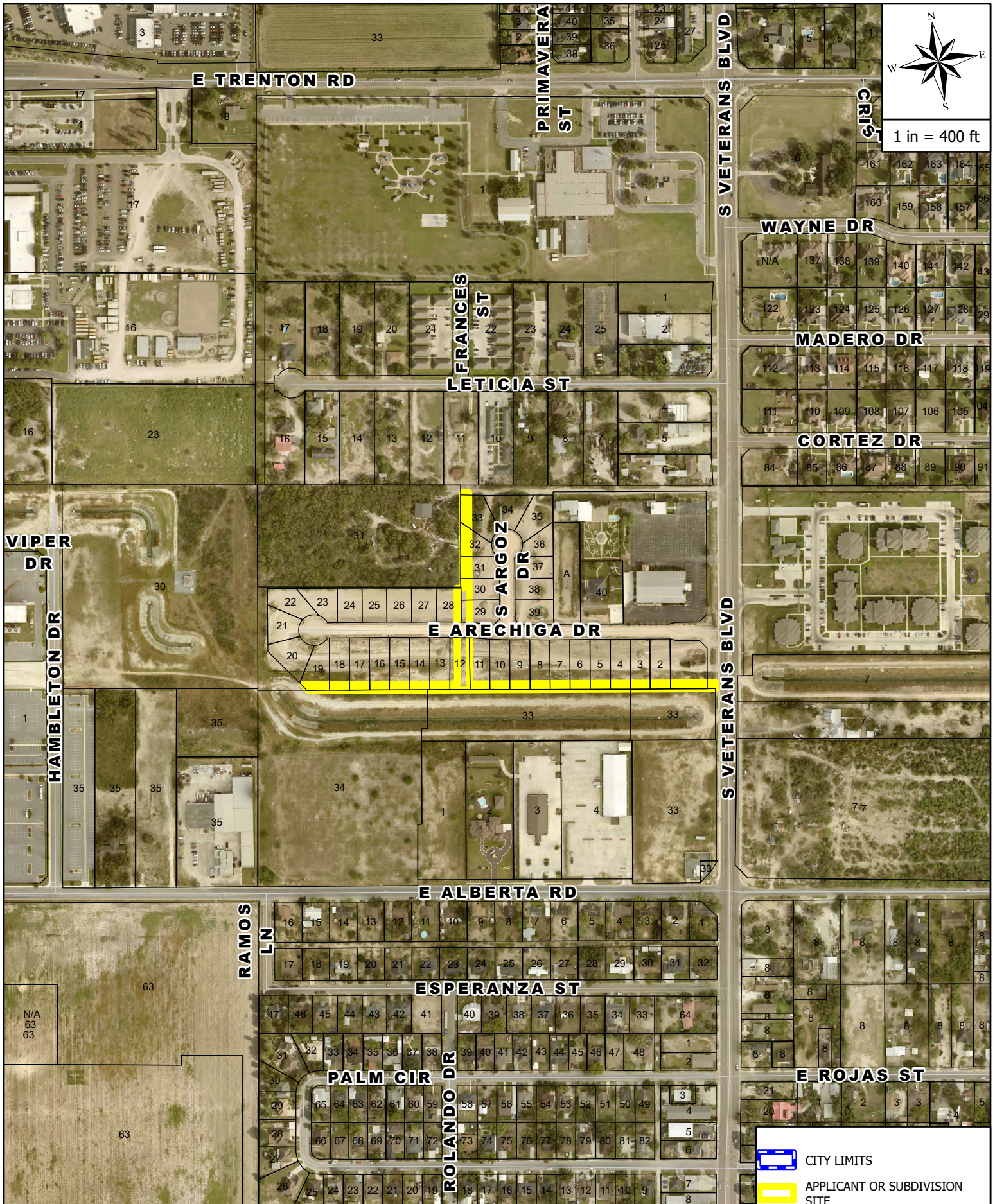
Jaime Acevedo, Director of Planning and Zoning
Jesus Saenz, Assistant City Manager

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

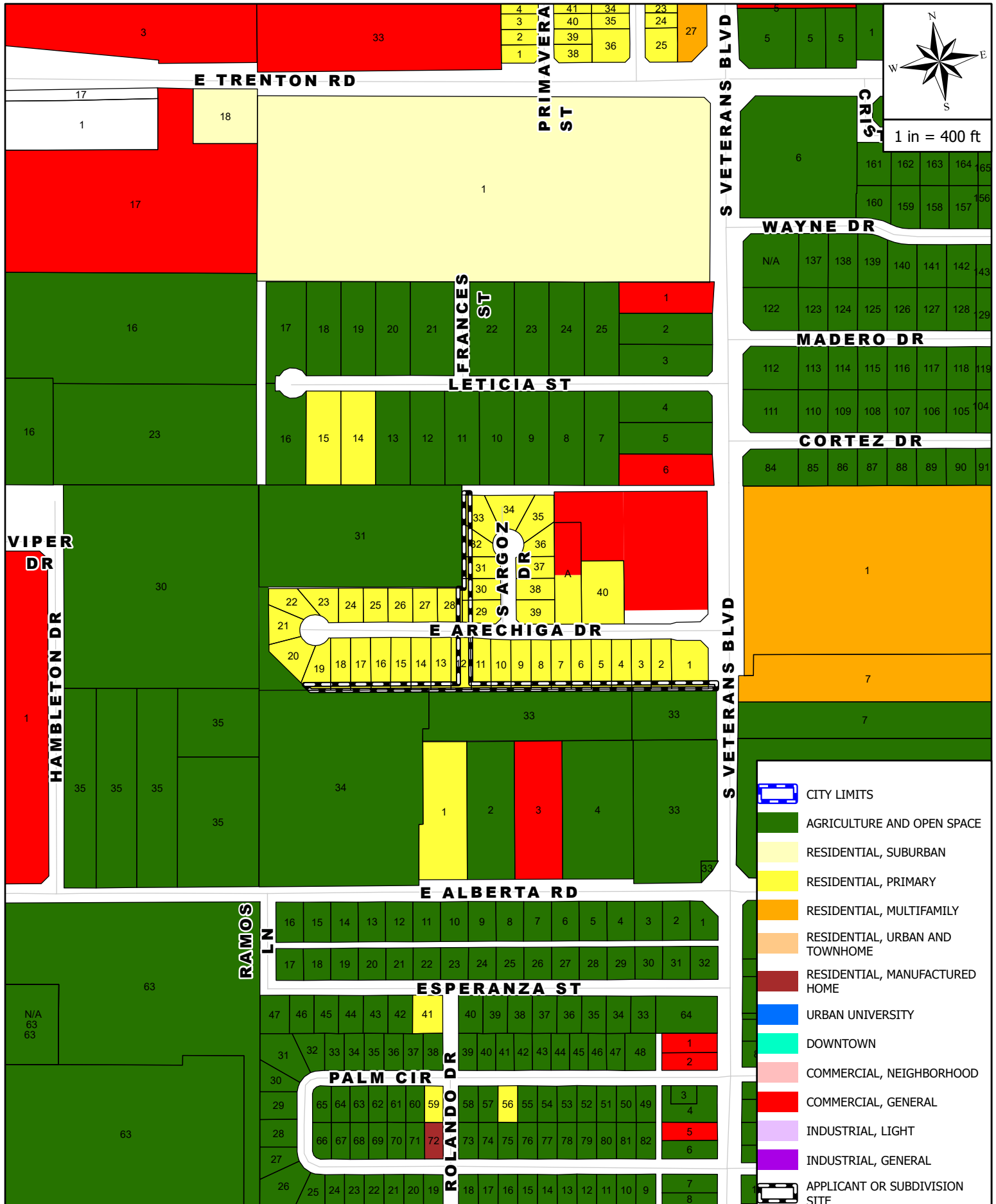
- A. City Council Agenda Packet Attachments
- B. Ordinance



AERIAL MAP

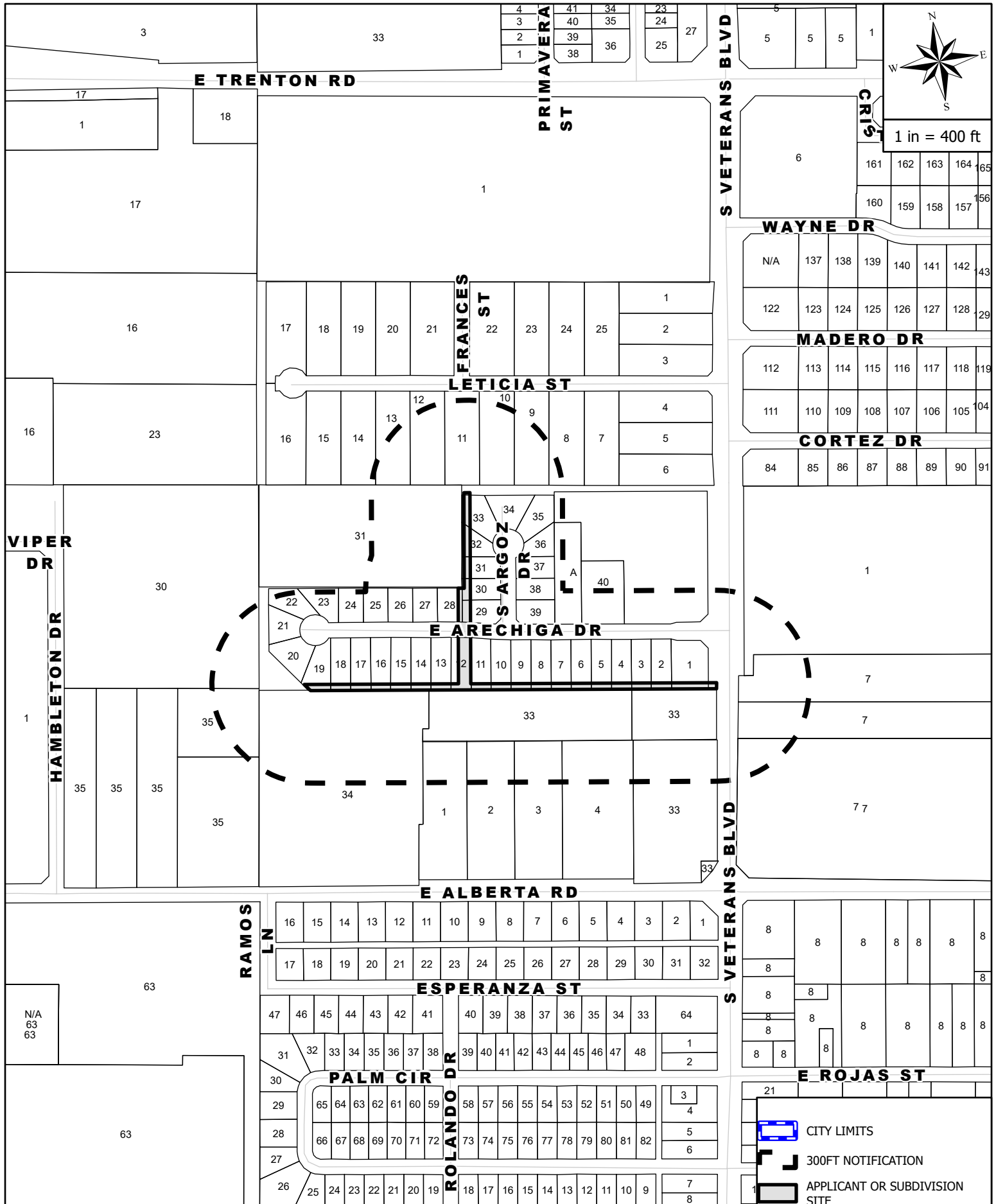
APPLICANT AND/OR SUBDIVISION:

ABDN-2024-0003 4801 S VETERANS BLVD



ZONING MAP **APPLICANT AND/OR SUBDIVISION:**

ABDN-2024-0003 4801 S VETERANS BLVD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

ABDN-2024-0003 4801 S VETERANS BLVD

SCALE: 1"=50'

LEGEND

- L** - LOTLINE
S - SAME OWNER

Line Table		
Line #	Direction	Length
1	N 81° 30' 44" W	40.00
2	N 36° 30' 31" W	28.28
3	S 81° 30' 44" E	20.00
4	S 81° 30' 44" E	20.00
5	S 06° 33' 10" W	20.00

1" ROAD
0.0' R.O.W.

P.O.B.
STATE OF TEXAS,
DRAINAGE EASEMENT FOR HIGHWAY PURPOSES,
DOCUMENT NUMBER 1283251, H.C.O.R.

ROBERTO N. TAMEZ, RPLS No. 0238 DATE:

- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
 2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
 3. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.



McGraw-Hill

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

PAGE 2 OF 2
DATE: 08/13/2024
JOB No. 21168.17
FILE NAME: 21168.17
DRAWN BY: J.G.

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

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EXHIBIT "A"

September 17, 2024

METES AND BOUNDS DESCRIPTION 1.036 ACRES OUT OF LOTS 31 AND 32, THE M.L. WOODS Co. TRACT No. 4 CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

ROAD ABANDONMENT

A tract of land containing 1.036 acres situated in the City of Edinburg County of Hidalgo, Texas, being a part or portion out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, according to the plat thereof recorded in Volume 5, Page 51, Hidalgo County Map Records, said 1.036 acres out of a certain tract conveyed to Luis Miguel Arechiga by virtue of a Warranty Deed with Vendor's Lien recorded under Document Number 2855744, Hidalgo County Official Records, said 1.036 acres also being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 32;

THENCE, N 81° 30' 44" W a distance of 40.00 feet to a No. 4 rebar found at the West right-of-way line of "I" Road, for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 81° 30' 44" W along the South Lot lines of said Lots 31 and 32, at a distance of 817.09 feet pass the Southwest corner of said Lot 32 and the Southeast corner of said Lot 31, continuing a total distance of 1,317.50 feet to a No. 4 rebar set for the Southwest corner of this tract;
2. THENCE, N 36° 30' 31" W a distance of 28.28 feet to a No. 4 rebar set for the Southernmost Northwest corner of this tract;
3. THENCE, S 81° 30' 44" E a distance of 500.40 feet to a No. 4 rebar set for an inside corner of this tract;
4. THENCE, N 08° 29' 16" E along the West right-of-way line of a County Road, a distance of 310.00 feet to a No. 4 rebar set for an outside corner of this tract;
5. THENCE, S 81° 30' 44" E a distance of 20.00 feet to a No. 4 rebar found on the East line of said Lot 31 and the West line of said Lot 32, for an inside corner of this tract;
6. THENCE, N 08° 29' 16" E along the West line of said Lot 32, a distance of 310.00 feet to a No. 4 rebar set for the Northernmost Northwest corner of this tract;
7. THENCE, S 81° 30' 44" E a distance of 20.00 feet to a No. 4 rebar set for the Northernmost Northeast corner of this tract;
8. THENCE, S 08° 29' 16" W a distance of 620.00 feet to a No. 4 rebar set for an inside corner of this tract;
9. THENCE, S 81° 30' 44" E along the North right-of-way line of a County Road, a distance of 797.11 feet to a No. 4 rebar set for the Southernmost Northeast corner of this tract;
10. THENCE, S 08° 33' 10" W along the West right-of-way line of "I" Road, a distance of 20.00 feet to the POINT OF BEGINNING and containing 1.036 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 05/13/2021 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238

DATE:



PAGE 1 OF 2

Rita Lee Guerrero

From: Jaime Acevedo <jacevedo@cityofedinburg.com> on behalf of Jaime Acevedo
Sent: Wednesday, September 24, 2025 2:04 PM
To: Rita Lee Guerrero
Subject: Fwd: Fw: Lot 31 – Clarification on Agenda Item 9C (Abandonment Motion)

Rita, can you add email from the affected property owner to the City Council item. Thanks.

----- Forwarded message -----

From: **Marlon Garza** <Marlon@meldenandhunt.com>
Date: Wed, Sep 24, 2025 at 8:49 AM
Subject: Fw: Lot 31 – Clarification on Agenda Item 9C (Abandonment Motion)
To: Jaime Acevedo <jacevedo@cityofedinburg.com>

Thank you,

Marlon Garza,

Project Manager



Melden & Hunt, Inc. • 115 W. McIntyre Street • Edinburg, Texas 78541

P: 956.381.0981 • Marlon@meldenandhunt.com

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential and privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system

From: Esmeralda Mendez <em03141997@gmail.com>
Sent: Wednesday, September 17, 2025 1:54 PM
To: dandiaz@cityofedinburg.com <dandiaz@cityofedinburg.com>
Cc: Marlon Garza <Marlon@meldenandhunt.com>; Esmeralda Mendez <em03141997@gmail.com>; e.mendez369@outlook.com <e.mendez369@outlook.com>
Subject: Lot 31 – Clarification on Agenda Item 9C (Abandonment Motion)

Hello Councilman Daniel Diaz,

Executive Summary:

I am Esmeralda Mendez, co-owner of Lot 31. **I support the abandonment request** regarding the 1.036-acre tract because road construction there is not possible due to prior oil extraction. During the September 16 meeting, Carla Rodriguez made statements about my property without my knowledge or approval. **Please note: she is not my representative, has no authority over Lot 31, and my family does not endorse her comments or involvement.** I am the designated advocate for Lot 31, and only my sister, Edna, may speak on my behalf if I am unavailable. I will be reaching out to schedule a meeting with you soon, along with Mr. Garza of Melden & Hunt, to ensure all questions are addressed properly.

My name is Esmeralda Mendez. I am a resident of Edinburg and one of the two property owners of Lot 31. Our **Property ID is 330829**. We have inherited this land from our late mother, Ezequiela Hernandez. I attended yesterday's City Council Meeting regarding **Agenda Item 9C**:

SUMMARY:

The 1.036-acre tract in question is being requested for abandonment by Melden & Hunt, Inc., on behalf of the owner of Lot 32 (adjacent to the east of my Lot 31). Project Manager Marlon Garza explained to me why this is necessary. Attached photos 1 and 2 show the land highlighted in **yellow**. While it was originally intended as a road, part of Lot 32 was used for oil extraction some years ago, leaving a pipe underground. This and other factors make road construction impossible, which is why abandonment is requested.

SEPTEMBER 16 MEETING:

During the Public Comments section, Carla Rodriguez claimed my family would lose access to emergency vehicles if the road wasn't built. In reality, we have never had such access since acquiring the property in 1993. My parents understood this limitation when buying the property and as such we accept responsibility, and manage accordingly. We only have one 20 foot dirt road (see pink highlighted line on photo 1) as our only means of access into our property. According to Mr. Garza, no one else is allowed to use this road but us.

Please note: Carla did not speak with us beforehand, nor did we authorize her to represent us. She has inserted herself into this matter, which does not concern her. I do not know her reasoning, but in my opinion, her comments were emotionally manipulative and unhelpful.

TO ALL PARTIES IN THIS EMAIL:

Carla Rodriguez is only our neighbor. She is not our family, friend, or representative; she has no claim, no access, and no say regarding our property. We learned of her intent to speak just 2 minutes before the start of the meeting. The Mendez family does not endorse her comments or any "help" she claims to provide.

She also mentioned having a future meeting with you, Mr. Diaz, to "set the record straight." If she truly had our interests at heart, she would have asked us, as well as Mr. Garza, to attend that discussion. However, no such conversation nor effort has been made then or since.

To clarify:

1. **I, Esmeralda Mendez, am my family's advocate and steward for Lot 31. If I am unavailable, only my sister, Edna Mendez, may speak on our behalf.**
2. Given our history with Ms. Rodriguez—including harassment toward my late mother—we **are considering contacting the Edinburg Police Department to request a restraining order.**

CONCLUSION AND FUTURE MEETING:

Thank you for your time and attention. I apologize for any confusion from my late involvement. I will continue staying informed and working with all parties to ensure this process moves forward smoothly.

I plan to contact your office to schedule an appointment after confirming with Mr. Garza whether he prefers meeting with you alone or with me present. Either way, I look forward to speaking with you in person soon.

Thank you, Mr. Diaz, for your service and for all you do for our community.

Sincerely,
Esmeralda Mendez

Address: 4605 S Veterans Boulevard Edinburg, TX 78542

Cell Phone: (956) 624 - 3780

Primary Email: em03141997@gmail.com

Secondary Email: e.mendez369@outlook.com

NOTE: My address above is correct, but as of our last inquiry with the city, this has still not been updated in the system and the address currently is listed at Leticia, TX.

--

Jaime Acevedo
Director of Planning & Zoning
Planning & Zoning



Phone (956) 388-8202

Mobile (956) 250-5369

Email jacevedo@cityofedinburg.com

Address 415 W. University Dr. Edinburg, Texas 78541

ORDINANCE NO. _____

AN ORDINANCE CONSIDERING THE ABANDONMENT OF RIGHT-OF-WAY FOR A TRACT OF LAND CONTAINING 1.036 ACRES SITUATED IN THE CITY OF EDINBURG, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOTS 31 AND 32, THE M.L. WOODS CO. TRACT NO. 4 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 51, HIDALGO COUNTY MAP RECORDS, LOCATED ON THE WEST SIDE OF SOUTH VETERANS BOULEVARD, HIDALGO COUNTY, EDINBURG TEXAS, AUTHORIZED BY THE TEXAS TRANSPORTATION CODE SECTIONS 311.001 AND 311.007; AS REQUESTED BY MELDEN & HUNT, INC.; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE DOCUMENTS NEEDED TO ACCOMPLISH SAID ABANDONMENT; PROVIDING FOR WAIVER OF THREE SEPARATE READINGS; CONTAINING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Edinburg has exclusive control over and under the public highways and streets, including authority to abandon and vacate street, pursuant to Sections 311.001 and 311.007 of the Texas Transportation Code; and

WHEREAS, Melden & Hunt, Inc., is requesting that a tract of land containing 1.036 acres situated in the City of Edinburg, County of Hidalgo, Texas, being a part or portion out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, according to the plat thereof recorded in Volume 5, Page 51, Hidalgo County Map Records, Located on the west side of South Veterans Boulevard, and more particularly described in Exhibits A & B be abandoned, vacated, and conveyed; and

WHEREAS, the City deems it appropriate to improve the public infrastructure and the overall general welfare of the citizens within the City, therefore, determines that the abandonment and vacation of said right- of-way will serve a public purpose; and

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

SECTION I. PURPOSE. A tract of land containing 1.036 acres situated in the City of Edinburg, County of Hidalgo, Texas, being a part or portion out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, according to the plat thereof recorded in Volume 5, Page 51, Hidalgo County Map Records, Located on the west side of South Veterans Boulevard,, as described in Exhibits "A" and "B", Edinburg, Hidalgo County, Texas is hereby abandoned and vacated as a street or public thoroughfare of any kind or nature whatsoever.

SECTION II. AUTHORITY. The Mayor, and/or City Manager acting as his designee, are hereby authorized to execute any and all documents necessary to effectuate said action.

SECTION III. WAIVER. 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.

SECTION IV. REPEALER. 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 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 V. SEVERABILITY. 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 shall remain in full force and effect.

SECTION VI. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately after its passage and publication according to law.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 16th day of September, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine R. Solis, City Attorney

EXHIBIT "A"

September 17, 2024

METES AND BOUNDS DESCRIPTION 1.036 ACRES OUT OF LOTS 31 AND 32, THE M.L. WOODS Co. TRACT No. 4 CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

ROAD ABANDONMENT

A tract of land containing 1.036 acres situated in the City of Edinburg County of Hidalgo, Texas, being a part or portion out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, according to the plat thereof recorded in Volume 5, Page 51, Hidalgo County Map Records, said 1.036 acres out of a certain tract conveyed to Luis Miguel Arechiga by virtue of a Warranty Deed with Vendor's Lien recorded under Document Number 2855744, Hidalgo County Official Records, said 1.036 acres also being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 32;

THENCE, N 81° 30' 44" W a distance of 40.00 feet to a No. 4 rebar found at the West right-of-way line of "I" Road, for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 81° 30' 44" W along the South Lot lines of said Lots 31 and 32, at a distance of 817.09 feet pass the Southwest corner of said Lot 32 and the Southeast corner of said Lot 31, continuing a total distance of 1,317.50 feet to a No. 4 rebar set for the Southwest corner of this tract;
2. THENCE, N 36° 30' 31" W a distance of 28.28 feet to a No. 4 rebar set for the Southernmost Northwest corner of this tract;
3. THENCE, S 81° 30' 44" E a distance of 500.40 feet to a No. 4 rebar set for an inside corner of this tract;
4. THENCE, N 08° 29' 16" E along the West right-of-way line of a County Road, a distance of 310.00 feet to a No. 4 rebar set for an outside corner of this tract;
5. THENCE, S 81° 30' 44" E a distance of 20.00 feet to a No. 4 rebar found on the East line of said Lot 31 and the West line of said Lot 32, for an inside corner of this tract;
6. THENCE, N 08° 29' 16" E along the West line of said Lot 32, a distance of 310.00 feet to a No. 4 rebar set for the Northernmost Northwest corner of this tract;
7. THENCE, S 81° 30' 44" E a distance of 20.00 feet to a No. 4 rebar set for the Northernmost Northeast corner of this tract;
8. THENCE, S 08° 29' 16" W a distance of 620.00 feet to a No. 4 rebar set for an inside corner of this tract;
9. THENCE, S 81° 30' 44" E along the North right-of-way line of a County Road, a distance of 797.11 feet to a No. 4 rebar set for the Southernmost Northeast corner of this tract;
10. THENCE, S 08° 33' 10" W along the West right-of-way line of "I" Road, a distance of 20.00 feet to the POINT OF BEGINNING and containing 1.036 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 05/13/2021 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238

DATE:



PAGE 1 OF 2

SCALE: 1"=80'

LEGEND

- L** - LOTLINE
S - SAME OWNER

Line #	Direction	Length
"1"	N 81° 30' 44" W	40.00'
"2"	N 36° 30' 31" W	28.28'
"3"	S 81° 30' 44" E	20.00'
"4"	S 81° 30' 44" E	20.00'
"5"	S 08° 53' 10" W	20.00'

ROAD
D' R.O.W.

P.O.B.
STATE OF TEXAS,
DRAINAGE EASEMENT FOR HIGHWAY PURPOSES,
DOCUMENT NUMBER 1283251, H.C.O.R.

ROBERTO N. TAMEZ, RPLS No. 0238 DATE:



- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
 2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
 3. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.



MHI
TRIPLEX No. 1

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

PAGE 2 OF 2
DATE: 08/13/2024
JOB No. 21168.17
FILE NAME: 21168.17
DRAWN BY: J.G.

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

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

ORDINANCES

Agenda Item No: 8.B.

Special Use Permit - "A Week Without Driving Pedestrian and Cycling Event"

1. **Agenda Item:**

Consider Ordinance Providing for a Temporary Special Use Permit and Resolution Approving the Temporary Closure for the "A Week Without Driving Pedestrian and Cycling Event" to be Held Sunday, October 12, 2025, with a Route Commencing at the Northeast Corner of 4th Avenue and University Drive to Conclude at the Intersection of 16th Avenue and University Drive from 8:00 a.m. to 10:30 a.m. as Requested by Dr. Nazanin Heydarian. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

The event "A Week Without Driving Pedestrian and Cycling" is being coordinated to introduce the walkability and ease of cycling and to promote alternative modes of transportation from the University of Texas - RGV to the Transit Center, Edinburg ACE, Amphitheater and commercial areas on east University Dr.

A temporary special use permit is being processed for a Special Event for the "A Week Without Driving Pedestrian and Cycling Event" to be held Sunday, October 12, 2025, with a route commencing at the northeast corner of 4th Avenue and University Drive to conclude at the intersection of 16th Avenue and University Drive from 8:00 a.m. to 10:30 a.m. This request is being coordinated through the Engineering, Parks and Recreation, Police, Solid Waste, Public Works, Fire, and Code Enforcement Departments.

3. **Staff's Recommendation:**

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit and Resolution Approving the Temporary Closure for the "A Week Without Driving Pedestrian and Cycling Event" to be held Sunday, October 12, 2025, with a route commencing at the northeast corner of 4th Avenue and University Drive to conclude at the intersection of 16th Avenue and University Drive from 8:00 a.m. to 10:30 a.m. with the conditions that the event meets all City requirements.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

- A. Hold Harmless Agreement
- B. Ordinance
- C. Application and Resolution for Temporary Closure of State ROW

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF EDINBURG

**§
HOLD HARMLESS AGREEMENT
§**

This agreement is entered into this 7th day of October 2025, by and between the City of Edinburg, and Dr. Nazanin Heydarian, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

Dr. Nazanin Heydarian, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on October 7, 2025, for the “A Week Without Driving Pedestrian and Cycling Event” to be held Sunday, October 12, 2025, with a route commencing at the northeast corner of 4th Avenue and University Drive to conclude at the intersection of 16th Avenue and University Drive Edinburg, Hidalgo County, Texas from 8:00 a.m. to 10:30 a.m. Dr. Nazanin Heydarian,, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on October 7, 2025, for the “A Week Without Driving Pedestrian and Cycling Event” to be held Sunday, October 12, 2025, with a route commencing at the northeast corner of 4th Avenue and University Drive to conclude at the intersection of 16th Avenue and University Drive Edinburg, Hidalgo County, Texas from 8:00 a.m. to 10:30 a.m.

EXECUTED this the 7th day of October, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

“A Week Without Driving Pedestrian and Cycling
Event”

BY: _____
Josephine Ramirez- Solis, City Attorney

BY: _____
Dr. Nazanin Heydarian

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE “A WEEK WITHOUT DRIVING PEDESTRIAN AND CYCLING EVENT” TO BE HELD SUNDAY, OCTOBER 12, 2025, WITH A ROUTE COMMENCING AT THE NORTHEAST CORNER OF 4TH AVENUE AND UNIVERSITY DRIVE TO CONCLUDE AT THE INTERSECTION OF 16TH AVENUE AND UNIVERSITY DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Dr. Nazanin Heydarian, has applied for a temporary special use permit and waiver of Fees under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the “A Week Without Driving Pedestrian and Cycling Event” to be held on Sunday, October 12, 2025; and

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

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

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Dr. Nazanin Heydarian for the “A Week Without Driving Pedestrian and Cycling Event” to be held Sunday, October 12, 2025, with a route commencing at the northeast corner of 4th Avenue and University Drive to conclude at the intersection of 16th Avenue and University Drive., Edinburg, Hidalgo County, Texas, from 8:00 a.m. to 10:30 a.m. with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant are Sunday, October

12, 2025, from 8:00 a.m. –10:30 a.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from West University Drive and various other intercity streets in the Downtown District.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.
6. **Noise:** Maximum noise levels may be established. The levels shall be based on the distance of the site to adjoining residential uses and any history of complaints about similar events.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of October, 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

STATE OF TEXAS §

COUNTY OF §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT-OF-WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Edinburg, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Edinburg, in Hidalgo County; and

WHEREAS, the City has requested the temporary closure of E University Drive for the purpose of A Week Without Driving Pedestrian and Cycling Event, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the 7th day of October, 2025, the Edinburg City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

- A.** The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B.** The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.
- C.** The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- D.** The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- E.** The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.
- F.** The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

- A.** This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.
- B.** The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City

must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF _____

Executed on behalf of the City by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

RESOLUTION NO _____

THE STATE OF TEXAS COUNTY OF HIDALGO	§ RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, APPROVING THE TEMPORARY CLOSURE OF SH 107/UNIVERSITY DR FOR THE CITY OF EDINBURG A WEEK WITHOUT DRIVING CYCLING AND PEDESTRIAN EVENT
--	---

CITY OF EDINBURG §

WHEREAS, the A Week Without Driving Cycling and Pedestrian Event is scheduled to take place in the City of Edinburg; and

WHEREAS, the A Week Without Driving Cycling and Pedestrian Event is anticipated to bring over 500 participants and their families to the City of Edinburg; and

WHEREAS, the implementation of the A Week Without Driving Cycling and Pedestrian Event requires our consent by resolution for temporary closure of a State-Right-Of-Way;

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

SECTION 1: The City Council hereby adopts Resolution No. [] supporting the temporary closure of SH 107/University Dr, Dr. Nevarez Dr, McIntyre St, 10th Ave and 12th Ave. on October 12, 2025 for this event and will provide traffic control for the temporary closure to A Week Without Driving Cycling and Pedestrian Event, SH 107/University Dr, Dr. Nevarez Dr, McIntyre St, 10th Ave and 12th Ave. to provide safe travel for all participants and the general public.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 7th day of October 2025.

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Ramiro Garza Jr, Mayor

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
City Attorney's Office

By: _____
Josephine Ramirez Solis, City Attorney

Exhibit A

- **LETTER (LETTERHEAD) WITH EVENT NAME, DATE(S), ETC.**

107 Open

to Pedestrians & Cyclists

Sunday, October 12

8:00 AM - 10:30 AM

Presented by:

The City of Edinburg



Exhibit B

- **LETTER FROM THE LAW ENFORCEMENT OFFICE PROVIDING THE TRAFFIC CONTROL PLANS.**



DATE: October 1st, 2025

TO: The Texas Department of Transportation
City Management

FROM: Mardoqueo Hinojosa, PE, CFM, City Engineer

SUBJECT: A Week Without Driving Pedestrian and Cycling Event

To whom it may concern:

We are preparing the A Week Without Driving Pedestrian and Cycling Event, this event will take place Sunday October 12th, 2025 from 8:00 am to 10:30 am.

The temporary road closure will be SH 107/University Drive from 10th Avenue to 16th Avenue.

If you have any questions, please feel free to contact me at your earliest convenience.

Respectfully,

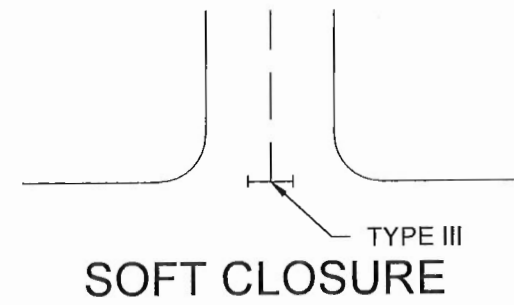
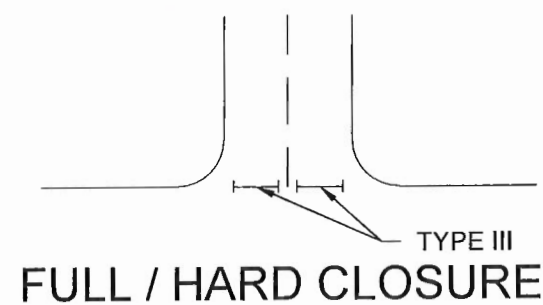
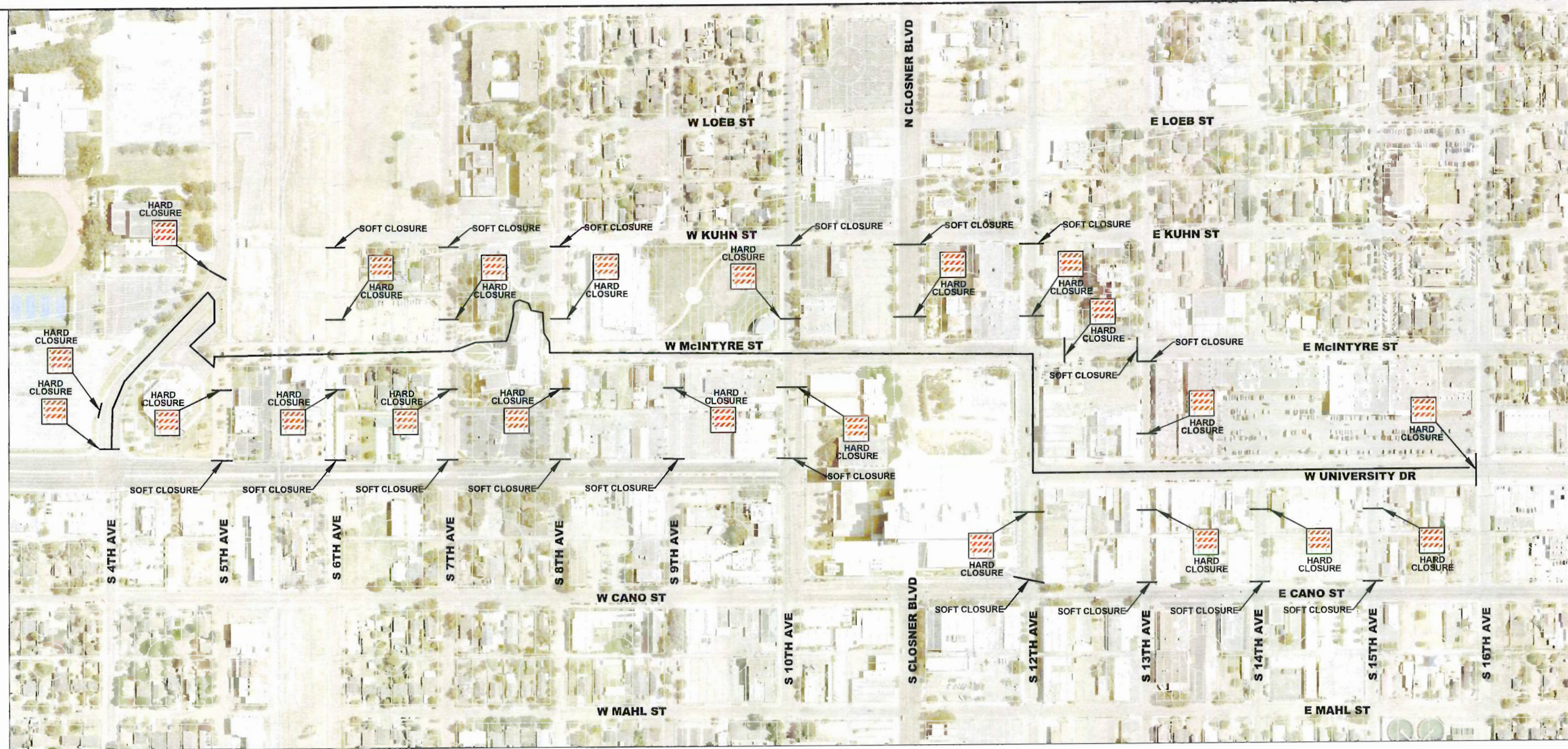
Mardoqueo Hinojosa, PE, CFM, City Engineer



Exhibit C

- **MAP REFLECTING LOCATION(S) WHERE CLOSURE WILL TAKE PLACE.**

N:\15_TRAFFIC CONTROL PLANS\CITY EVENTS\BIKE EVENT FROM 4TH TO 16TH\TCP_250917.dwg - Sep 19, 2025 - 3:31PM



TYPE 3 BARRICADE

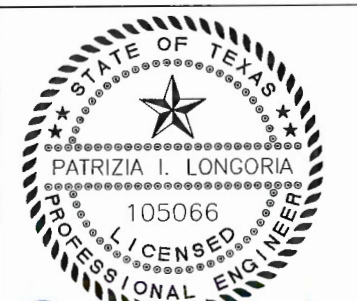


Map Disclaimer:

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

Legend

ROUTE



Patricia Longoria 9/22/25

PROJECT NAME:

TRAFFIC CONTROL
PLAN
BIKE EVENT PATH

REQUESTED BY:

DATE:

SEPTEMBER, 2025

CREATED BY:

ENGINEERING DEPT - GIS DIVISION

SCALE: NTS

SHEET 1 OF 1



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

ORDINANCES

Agenda Item No: 8.C.

Special Use Permit - 5th Annual Brides March

1. Agenda Item:

Consider Ordinance Providing for the Temporary Special Use Permit for the “5th Annual Brides' March” to be Held on Saturday, October 25, 2025, from 8:00 a.m. - 12:00 p.m. at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being All of Block 230, Lots 15 Thru 24 Edinburg Original Townsite, Located at 107 North 10th Avenue, as Requested by Joan Garza on Behalf of Hidalgo County District Attorney’s Office. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

A Temporary Special Use Permit is being requested for a Special Event, "5th Annual Brides 'March" to be held on Saturday, October 25, 2025, from 8:00 a.m. to 12:00 p.m. Hidalgo County Criminal District Attorney's Office Victims Unit, Being all of Block 230, Lots 15 thru 24 Edinburg Original Townsite, located at 107 North 10th Avenue. This request is being coordinated with Planning & Zoning, Police, and Public Works Department.

3. Staff's Recommendation:

After discussion with City Departments, City services are available for utilization if approved by the City Council for the "5th Annual Brides' March" to be held on Saturday, October 25, 2025, from 8:00 A.M. to 12:00 p.m. at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being all of Block 230, Lots 15 thru 24 Edinburg Original Townsite, located at 107 North 10th Avenue A comprehensive evaluation follows.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
CITY COUNCIL – 10/07/2025
DATE PREPARED – 09/24/2025

STAFF REPORT
GENERAL INFORMATION

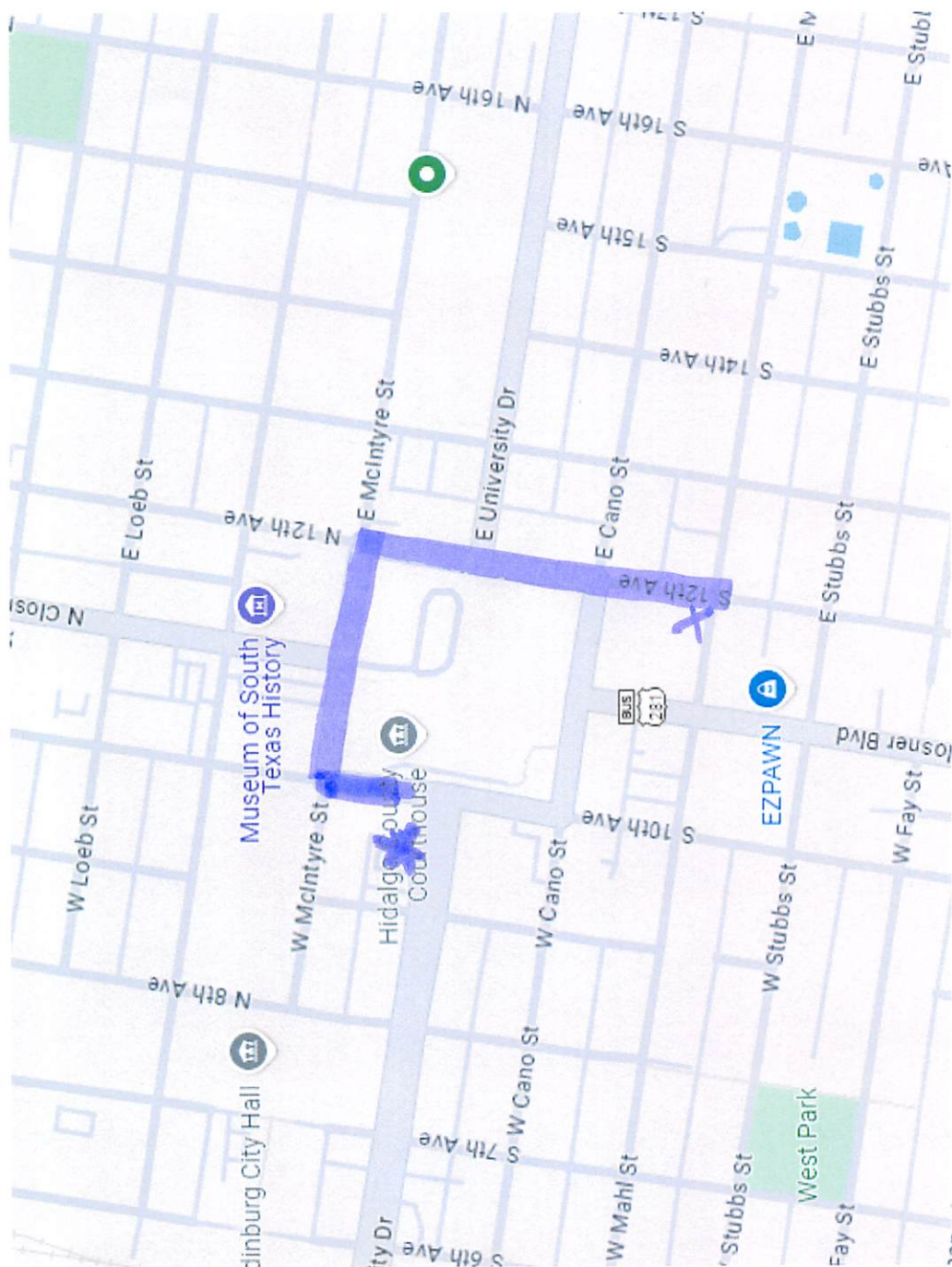
<u>APPLICATION:</u>	Temporary Special Use Permit for the “5 th Annual Brides’ March”
<u>APPLICANT:</u>	Hidalgo County Criminal District Attorney’s Office
<u>AGENT:</u>	Joan Garza
<u>LEGAL:</u>	Being all of Block 230, Lots 15 thru 24 Edinburg Original Townsite
<u>LOCATION:</u>	107 North 10 th Avenue
<u>LOT/TRACT SIZE:</u>	N/A
<u>CURRENT USE OF PROPERTY:</u>	Hidalgo County Criminal District Attorney's Office Victims Unit
<u>PROPOSED USE OF PROPERTY:</u>	“5 th Annual Brides’ March”
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North –Downtown (D) District South –Downtown (D) District East – Downtown (D) District West – Downtown (D) District
<u>LAND USE PLAN DESIGNATION:</u>	Downtown (D) District
<u>ACCESS AND CIRCULATION:</u>	This property has access onto Cano Street to 10 th Avenue
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	After discussion with City Departments, City services are available for utilization if approved by the City Council for the “4 th Annual Brides’ March.” A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
“5th ANNUAL BRIDES’ MARCH”

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff’s evaluation and conditions for approval of this application for the “5th Annual Brides’ March.”

1. **Duration:** The proposed days and hours requested by the applicant will be on October 25, 2025, from 8:00 a.m. – 12:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from Cano Street to 10th Avenue.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.
6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.
7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.



Planning & Zoning

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



THE CITY OF
Edinburg

Special Use Permit Application: Events (Temporary Use Permit)

Date: **October 25, 2025** ENERGOV CASE #: _____

1. Type of Event: **Domestic Violence Awareness**

2. Name of Event: **5th Annual Brides March** Phone: _____

3. Fundraising Event? ☐ YES ☒ NO Does Event Sponsor have IRS 501(c)(3) status? ☐ YES ☒ NO

If fundraiser, please state use of proceeds: **None**

4. Contact Name: **Hidalgo County Family Violence Task Force**

5. Mailing Address: _____

6. Email: _____

7. Address/Location of Event: _____

8. Legal Description of Property: _____

9. Present Land Use _____ Zoning District: _____

10. Days & Hours of Event: **September 25, 2025 at 9:00am**

Joan Garza

Name (Please type or print)

Signature

AMOUNT PAID \$ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: \$200

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.: **October 7, 2025**

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

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF EDINBURG

**§
HOLD HARMLESS AGREEMENT
§**

This agreement is entered into this 7th day of October 2025, by and between the City of Edinburg, and Joan Garza on behalf of Hidalgo County District Attorney's Office, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

Joan Garza on behalf of the Hidalgo County District Attorney's Office, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on October 7, 2025, for the "5th Annual Brides' March" to be held on Saturday, October 25, 2025, from 8:00 a.m. - 12:00 p.m. at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being all of Block 230, Lots 15 thru 24 Edinburg Original Townsite, located at 107 North 10th Avenue, Edinburg, Hidalgo County, Texas. Joan Garza, on behalf of Hidalgo County District Attorney's Office, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of the granting of a temporary special use permit on October 7, 2025, for the "5th Annual Brides' March" to be held on Saturday, October 25, 2025, from 8:00 a.m. - 12:00 p.m. at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being all of Block 230, Lots 15 thru 24 Edinburg Original Townsite, located at 107 North 10th Avenue, Edinburg, Hidalgo County, Texas.

EXECUTED this the 7th day of October, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

"5th Annual Brides' March"

BY: _____
Josephine Ramirez- Solis, City Attorney

BY: _____
Joan Garza, Hidalgo County District
Attorney's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT AND REQUEST OF WAIVER OF FEES FOR “5TH ANNUAL BRIDES' MARCH” TO BE HELD ON SATURDAY, OCTOBER 25, 2025, FROM 8:00 A.M. - 12:00 P.M AT THE HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE VICTIMS UNIT, BEING ALL OF BLOCK 230, LOTS 15 THRU 24 EDINBURG ORIGINAL TOWNSITE, LOCATED AT 107 NORTH 10TH AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Joan Garza on behalf of Hidalgo County District Attorney’s Office, has applied for a temporary special use permit and waiver of Fees under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for “5th Annual Brides’ March” to be held on Saturday, October 25, 2025; and

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

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

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Joan Garza on behalf of Hidalgo County District Attorney’s Office for “5th Annual Brides' March” to be held on Saturday, October 25, 2025, from 8:00 a.m. - 12:00 p.m. at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being all of Block 230, Lots 15 thru 24 Edinburg Original Townsite, located at 107 North 10th Avenue, Edinburg, Hidalgo County, Texas, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are on October 25, 2025, from 8:00 a.m. – 12:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from 10th Avenue and Cano Street.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.
7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of October, 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: October 7, 2025

ORDINANCES

Agenda Item No: 8.D.

Special Use Permit- St. Joseph's Catholic School TurkeyFest

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the “St. Joseph’s Catholic School TurkeyFest” to be Held Friday, November 7, 2025, Through Saturday, November 8, 2025, from 11:00 a.m. Thru 10:00 p.m. at St Joseph’s Catholic School, Being Portions of Edinburg Townsite Subdivision Lot 1-2-3 & 6S1/2&7 Thru 12 BLK 319, Located at 119 W. Fay St. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

The applicant is requesting a Temporary Special Use Permit for the “St Joseph’s Catholic School TurkeyFest” to be held Friday, November 7, 2025, through Saturday, November 8, 2025, and located at 119 W Fay St. Edinburg, Texas.

The event set-up will begin on Friday, November 7, 2025, at 5:00 p.m. Security will be provided overnight to protect any property to be used in this activity. The event will begin the next day at 11:00 a.m. and will end at 10:00 p.m. This request is being coordinated with several City Departments such as Police, Public Works, Fire, and Solid Waste.

The applicant is requesting the following street closures:

The corner of Stubbs Street and Closner Blvd.

The corner of Fay Street and Closner Blvd.

The corner of 10th Avenue and Fay Street

The corner of 10th Avenue and Stubbs Street

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

3. Staff's Recommendation:

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for a Special Event, “St. Joseph’s TurkeyFest” to be held Friday, November 7, 2025, through Saturday, November 8, 2025, located at 119 W Fay Street, Edinburg, Texas.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
CITY COUNCIL – 10/07/2025
DATE PREPARED –09/18/2025

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Temporary Special Use Permit for “St. Joseph’s Catholic School TurkeyFest”
<u>APPLICANT:</u>	St. Joseph’s Catholic School
<u>AGENT:</u>	Hugo De La Rosa
<u>LEGAL:</u>	Being Lots 1-through 3 BLK 342, Edinburg Townsite Subdivision
<u>LOCATION:</u>	119 W Fay Street
<u>LOT/TRACT SIZE:</u>	N/A
<u>CURRENT USE OF PROPERTY:</u>	Catholic School
<u>PROPOSED USE OF PROPERTY:</u>	Turkey Festival
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Down Town (DT) District South – Commercial General (CG) District East – Commercial General (CG) District West – Residential Primary (RP) District and Commercial Neighborhood (CN) District
<u>LAND USE PLAN DESIGNATION:</u>	Catholic School
<u>ACCESS AND CIRCULATION:</u>	This property has access from Closner Blvd. a four (4) lane principal high-speed arterial roadway, 10 th Avenue a two (2) lane city street, Fay Street and Stubbs Streets are (2) lane city streets.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

**TEMPORARY SPECIAL USE PERMIT
“ST. JOSEPH’S CATHOLIC SCHOOL TURKEYFEST”**

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff’s evaluation and list of conditions for approval of the festival.

1. **Duration:** The proposed day and hours requested by the applicant are Friday, November 7, 2025, through Saturday, November 8, 2025, from 11:00 a.m. to 10:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from 10th Avenue, Stubbs and Fay Streets.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department for this event.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
6. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
7. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
8. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

ST. JOSEPH CATHOLIC SCHOOL



**TURKEY FEST
2025**

Planning & Zoning

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



THE CITY OF
Edinburg

Special Use Permit Application: Events (Temporary Use Permit)

Date: **September 2, 2025**

ENERGOV CASE #: _____

1. Type of Event: **ANNUAL SCHOOL FESTIVAL**

2. Name of Event: **ST. JOSEPH TURKEYFEST 2025** Phone: **(956) 383-3957**

3. Fundraising Event? ☒ YES ☐ NO Does Event Sponsor have IRS 501(c)(3) status? ☐ YES ☐ NO

If fundraiser, please state use of proceeds: **PROCEEDS USED TOWARDS OPERATING COST**

4. Contact Name: **HUGO DE LA ROSA, PRINCIPAL**

5. Mailing Address: _____

6. Email: _____

7. Address/Location of Event: _____

8. Legal Description of Property: _____

9. Present Land Use **SCHOOL** Zoning District: _____

10. Days & Hours of Event: **FRIDAY, 11/7/25 AT 4PM TO SATURDAY 11/8/25 AT 10PM**

Hugo DeLaRosa

Name (Please type or print)

Hugo De La Rosa
Signature

AMOUNT PAID \$ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: \$200

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

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

ST.JOSEPH CATHOLIC SCHOOL
TURKEY FEST 2025
CITY OF EDINBURG-LOGISTICS IN-PERSON MEETING
INFORMATION

EVENT: ST JOSEPH CATHOLIC SCHOOL-TURKEY FEST 2024



EVENT DATE: FRIDAY, NOVEMBER 7, 2025 AT 4PM TO SATURDAY, NOVEMBER 8, 2025 AT 10PM

***Take a copy of the Hold Harmless Agreement & Certificate of Liability .**

ROAD CLOSURE & BARRICADES to block the following roadways:

- 1) Corner of South Closner & West Stubbs**
- 2) Corner of South 10th Ave. & West Fay St.**

Request that barricades be delivered by the city on Friday, November 7, 2025 and picked up on Monday, November 10,2025.

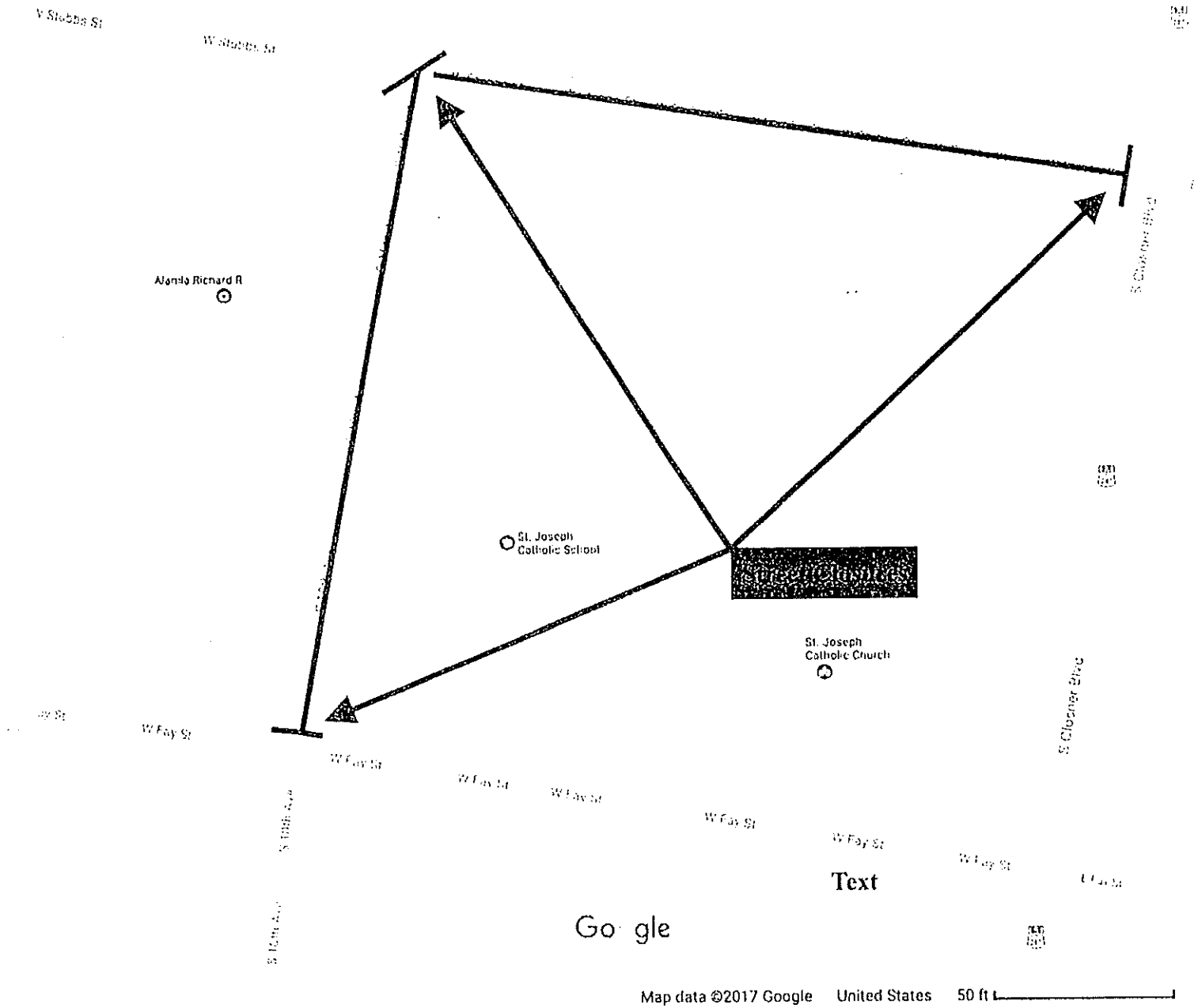
Moore's Kiddie Carnival will set up on Friday, November 7, 2025 at 5pm in this area. All carnival rides are powered by generators provided by the vendor.

LAW ENFORCEMENT- Request to have a couple of officers on site during the event on November 8, 2025. We can set up a table if they would like to take community outreach material to distribute. Lunch will be provided to the officers at no charge.

FIRE TRUCK WITH AMERICAN FLAG- Request to have a fire truck with a couple of firefighters (weather permitting). The Edinburg Fire Department always officers free fire truck tours and hands out community outreach materials.

PREPERATION OF FOOD- Food will be cooked by the Knights of Columbus and all food will be served from the cafeteria. The other option is a food truck vendor.

Google Maps



STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 7th day of October 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Hugo De La Rosa, on behalf of St. Joseph's Catholic School, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Hugo De La Rosa, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on October 7, 2025 ,for the "St. Joseph's Catholic School TurkeyFest" to be held Friday, November 7, 2025, through Saturday, November 8, 2025, at St. Joseph's Catholic School, Being portions of Edinburg Townsite Subdivision Lot 1-2-3 & 6S1/2&7 Thru 12 BLK 319, Located at 119 West Fay Street, Edinburg, Hidalgo County, Texas. Hugo De La Rosa, on behalf of St. Joseph's Catholic School, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on October 7, 2025, for the "St. Joseph's Catholic School TurkeyFest" to be held Friday, November 7, 2025, through Saturday, November 8, 2025, at St. Joseph's Catholic School, Being Lots 1-Through 3 Blk 342, Edinburg Townsite Subdivision, Located at 119 West Fay Street, Edinburg, Hidalgo County, Texas.

EXECUTED this the 7th day of October, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

:

APPROVED AS TO FORM

"St. Joseph's Catholic School TurkeyFest"

By: _____

BY: _____

Josephine Ramirez-Solis, City Attorney

Hugo De La Rosa

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE “ST. JOSEPH’S CATHOLIC SCHOOL TURKEYFEST” TO BE HELD FRIDAY, NOVEMBER 7, 2025, THROUGH SATURDAY, NOVEMBER 8, 2025, AT ST. JOSEPH’S CATHOLIC SCHOOL, BEING PORTIONS OF EDINBURG TOWNSITE SUBDIVISION LOT 1-2-3 & 6S1/2&7 THRU 12 BLK 319, LOCATED AT 119 WEST FAY STREET, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Hugo De La Rosa, has applied for a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the “St Joseph’s Catholic School TurkeyFest” to be held Friday, November 7, 2025, through Saturday, November 8, 2025; and,

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds’ (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Hugo De La Rosa for “St Joseph’s Catholic School TurkeyFest” to be held at 119 West Fay Street, Edinburg, Hidalgo County, Texas, with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant are Saturday, November 9, 2024 from 11:00 a.m. to 10:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from 10th Avenue, Stubbs and Fay Streets.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department for this event.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Site Restoration:** The applicant must be make arrangements to restore the property to its original condition.
6. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
7. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
8. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of October, 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: October 7, 2025

ORDINANCES

Agenda Item No: 8.E.

Chapter 38 Elections - Article I

1. Agenda Item:

Consider Amending the Code of Ordinances of the City of Edinburg, Texas at Title III. Administration, by Adding Chapter 38 Elections - Article I. Electioneering. [Josephine Ramirez-Solis, City Attorney]

2. Description:

Pursuant to its authority under the Texas Elections Code, the City Council may adopt reasonable time, place and manner restrictions for electioneering on City-owned property. The County of Hidalgo has identified city-owned properties as poll locations for Election Day and the Early Voting Period for the November 2025 election. For consistency with the County's Electioneering Policy, the City Council now considers this amendment to the Code of Ordinances of the City of Edinburg, Texas at Title III. Administration, by adding Chapter 38 Elections - Article I. Electioneering.

3. Staff's Recommendation:

Consider the Adoption of an Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III. Administration, by adding Chapter 38 Elections - Article I. Electioneering to include reasonable time place and manner restrictions for electioneering on City-owned property.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

A. Elections Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS, TITLE III: ADMINISTRATION, BY ADDING CHAPTER 38, "ELECTIONS," ARTICLE I, "ELECTIONEERING," TO PROVIDE REASONABLE TIME, PLACE, AND MANNER REGULATIONS FOR ELECTIONEERING ACTIVITY; 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 City of Edinburg, Texas is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code, possessing the full power of local self-government; and

WHEREAS, the City is authorized by Texas Local Government Code §51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, Chapter 54 of the Texas Local Government Code authorizes the City to adopt a fine or penalty for the violation of a rule, ordinance, or other police regulation; and

WHEREAS, Section 54.004 allows the City to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, Texas Election Code Sections 61.003 and 85.036 require an entity that controls or owns a public building used as a polling location to allow electioneering on the premises subject to reasonable regulations on time, place, and manner; and

WHEREAS, the City Council of the City of Edinburg, Texas finds that the regulations herein are compliant with section 259.003 of the Texas Election Code; and

WHEREAS, the City recognizes the importance of a citizen's right to vote as guaranteed by the United States Constitution and the Constitution of the State of Texas; and

WHEREAS, polling locations include public facilities that are simultaneously used for various other purposes and for which adequate and safe parking and access must be maintained for those facilities to operate in a safe and effective manner; and

WHEREAS, based on the experience gained from, and observations made of, electioneering occurring on publicly owned and controlled property used as a polling place in the City of Edinburg, the City Council finds that the adoption of certain regulations on electioneering is needed to further the public health, safety, and welfare of the community; and

WHEREAS, enactment of this ordinance is an appropriate exercise of the City's authority as a home rule municipality under Texas law, and that the benefits of this ordinance will include a more efficient and safe election process; and

WHEREAS, this ordinance is being considered at a posted meeting of the Edinburg City Council where the public was given an opportunity to speak on these regulations; and

WHEREAS, this ordinance is enacted based on these findings, in furtherance of these policies, and is a narrowly tailored remedy to address the compelling government interests of protecting the public health and safety, and for the good governance of the City; and

WHEREAS, the City Council now deems it necessary, expedient, and in the best interest of the City and to promote public safety, to adopt the below revisions and further finds that the following are reasonable time, place, and manner regulations.

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

SECTION I. INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals are true and correct and the City Council hereby incorporates such Recitals as findings of fact.

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

SECTION III. The Code of Ordinances of the City, Title III ("Administration"), Chapter 38 ("Elections") is hereby amended to add the following: "Chapter 38 – Elections; Article I. – Electioneering", to be read in its entirety as shown in Exhibit A attached to this ordinance.

SECTION IV. 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 V. 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 VI. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage.

SECTION VII. CODIFICATION: That this Ordinance shall be published in the Code of Ordinances of the City of Edinburg, Texas.

SECTION VIII. 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.

SECTION IX. AUTHORITY. The City Council authorizes the City Manager, or her designee, to take all necessary steps to implement the provisions of this Ordinance. The City Secretary is directed to create education material for the candidates' election packet and provide a copy to the Hidalgo County Elections Administrator, as necessary.

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 October 7, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

BY: _____
Josephine Ramirez-Solis, City Attorney

Exhibit “A”

Chapter 38 - Elections

Article I. Electioneering

Section. 38-1 PURPOSE

The purpose of this article is to provide reasonable time, place, and manner regulations for electioneering on City-owned or controlled property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, ensure that the property is sufficiently available for the patrons who use the facilities other than for election purposes, and provide a fair and equitable opportunity for all candidates and advocates for and against measures to conduct electioneering at City-owned polling places.

Section. 38-2 DEFINITIONS

- A. Electioneering means the posting, use, or distribution of political signs or literature.
- B. Voting period means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (the “Voting Period”)
- C. Early voting period means the period described by section 85.001 of the Texas Election Code. (the “Early Voting Period”)

Section. 38-3 PROHIBITED CONDUCT

- A. Except as provided herein Electioneering is prohibited at all times on City owned property not designated as a polling location;
- B. Electioneering will not be allowed at any time within 100 ft. of the polling location or within 20 feet of a parking space designated for curbside voting when that specific poll location is a City owned property in accordance with the Texas Election Code;
- C. To the extent allowed under the law, Electioneering will be allowed outside the 100 ft. marker at polling locations owned by the City of Edinburg, but only during the Early Voting Period and the Voting Period and at no time before, during, or after. This means electioneering on City owned property can only take place during the Early Voting Period and Voting Period. Signage, equipment, and literature can only be left over night during the Early Voting Period or Voting Period, but not later than one hour after the Early Voting Period or Voting Period ends.
- D. City of Edinburg will not allow tractors, trailers, tents, canopies, use of loudspeakers, microphones, megaphone, amplified devices, or any other activity not defined as “electioneering” on City owned property at any time before, during, or after the Early Voting Period and the Voting Period. The use of any type of incendiary equipment such as but not limited to barbeque pits or any flammable or combustible equipment or supplies are strictly prohibited on City owned property;

- E. City of Edinburg will allow prepared food and beverages such as water or drink that does not contain alcohol. The consumption or distribution of alcoholic beverages or illegal drugs on City owned property at any time before, during, or after the Early Voting Period and the Voting Period is strictly prohibited;
- F. Threatening or harassing conduct, and the use of inappropriate language will not be allowed and may result in the removal of any candidate, measure, or political party;

Section. 38-4 ELECTIONEERING PROCESS

- A. Persons, candidates and/or political parties with political signs, literature, or other political material (i.e. to conduct electioneering) may enter City owned property no earlier than 12 noon of the day before the Early Voting Period or Voting Period begins, and shall remove all signage, literature or materials no later than one hour after the Early Voting Period or Voting Period ends;
- B. Persons, candidates and/or political parties wishing to obtain a designated space to place political signs, literature, and/or other political material shall contact the City Secretary to obtain information on designated spaces and areas for electioneering. Spaces will be given on a first come first serve basis by drawing held by the City Secretary's Office.
- C. City of Edinburg will allow the placement of one political sign, no larger than four feet by eight feet (4ft x 8ft) on designated City owned property during the Early Voting Period and the Voting Period. The distribution of literature or other political materials will not be allowed within the 100 ft. marker;
- D. City of Edinburg parking lots are for public use and to conduct official City business; therefore, use of handicapped or other City designated parking spaces will not be allowed for electioneering purposes.

Section. 38- 5 VIOLATIONS

- A. The provision of this article shall be administered and enforced by the City Secretary and/or their designee, code enforcement officer, or other law enforcement official.
- B. A person in violation of this chapter shall be issued a warning for their first notice of violation. A subsequent failure to comply with any applicable provision of this chapter constitutes a class C misdemeanor and is punishable pursuant to section 11.05 of this code.
- C. In addition to civil and criminal enforcement, electioneering signs and other material or equipment present on City property in violation of this section may be removed and disposed of by the City.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

ORDINANCES

Agenda Item No: 8.F.

Chapter 118 Wrecker and Towing

1. Agenda Item:

Consider Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Replacing Chapter 118 Wrecker and Towing Ordinance. [Josephine Ramirez-Solis, City Attorney]

2. Description:

In September 2024, Council approved the amendment to the Code of Ordinances at Chapter 118 Wrecker and Towing Ordinance to facilitate the regulation of wrecker and towing services within the City of Edinburg pursuant to its authority under Chapter 2308 of the Texas Occupations Code. Council is now considering revisions to this Chapter to further delineate the requirements of wrecker and towing services performed within the City of Edinburg in accordance with the Texas Occupations Code and other law.

3. Staff's Recommendation:

Consider the Amendment to the Code of Ordinances at Title XI. Business Regulations, by replacing Chapter 118 Wrecker and Towing Ordinance.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

A. Wrecker And Towing Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TITLE XI: BUSINESS REGULATIONS, CHAPTER 118 (“WRECKER AND TOWING ORDINANCE”); PROVIDING FOR 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 RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Edinburg is a home-rule municipality possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City Council finds that it is in the public interest to amend the Edinburg Code of Ordinances to update the local regulations related to wreckers; and

WHEREAS, the City of Edinburg seeks to promote efficient, reliable transportation for its residents and visitors.

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

SECTION I. INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals are true and correct and the City Council hereby incorporates such Recitals as findings of fact.

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

SECTION III. The Code of Ordinances of the City, Title XI (“Business Regulations”), Chapter 118 (“Wrecker and Towing Ordinance”) is hereby amended. Chapter 118 is to be read in its entirety as shown in Exhibit A to this ordinance.

SECTION VI. 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 V. 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 VI. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage.

SECTION VII. CODIFICATION: That this Ordinance shall be published in the Code of Ordinances of the City of Edinburg, Texas.

SECTION VIII. 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 October 7, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Josephine Ramirez-Solis, City Attorney

EXHIBIT A

CHAPTER 118 WRECKER AND TOWING ORDINANCE¹

Sec. 118.01 Purpose.

The City of Edinburg, pursuant to its authority granted by state law, in order to protect the public and the rights of persons whose vehicles may be towed, to maintain safe and efficient operation rules, and to preserve the peace of the community, hereby establishes the licensing and regulation of business enterprises engaged in towing, removing and storing of vehicles within the city. The purpose of this chapter is to establish procedures for wrecker services located within the city, to show proof of safety, and to establish a voluntary wrecker rotation list within the city.

Sec. 118.02 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Consent tow has the same meaning as defined by V.T.C.A., Occupations Code § 2308.002.

Department means the Edinburg Police Department.

Disabled vehicle means a vehicle which has been rendered unsafe to be driven as a result of some occurrence other than a wreck, including but not limited to mechanical failures or breakdown, fire, vandalism or a vehicle which is in a safe driving condition, but the owner is not present, or able, or permitted to drive, so as to reasonably necessitate that the vehicle be removed by a wrecker.

Motor vehicle means every vehicle which is self-propelled.

Non-consent tow has the same meaning as defined by V.T.C.A., Occupations Code § 2308.002.

Operator means any person operating a motor vehicle.

Owner means any person who holds the legal title of a motor vehicle or who has the legal right of possession of such vehicle.

Parking facility means a facility as defined in the Texas Occupations Code, Chapter 2308, as amended including relocation of the applicable provisions.

Parking facility owner means a person as defined in the Texas Occupations Code, Chapter 2308, as amended, including relocation of the applicable provisions.

Street means any street, alley, avenue, lane or highway within the corporate limits of the city.

Unauthorized vehicle means a vehicle parked, stored, or located on a parking facility without the consent of the parking facility owner.

Vehicle means a device in, on, or by which a person or property may be transported on a public roadway. Vehicle includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer, but does not include a device moved by human power or used exclusively on a stationary rail or track.

Vehicle storage facility means a facility operated by a person licensed under Chapter 2303, Occupations Code, Acts 1995, 74th Leg., Ch. 165, Sec. 1, eff. September 1, 1995. Amended by Acts 2001, 77th Leg., Ch. 1420, Sec. 19.008, eff. September 1, 2001; Acts 2003, 78th Leg., Ch. 1276, Sec. 14A.839, eff. September 1, 2003.

Voluntary wrecker rotation list means the rotation list of wrecker companies prepared and used by the police department.

Wrecked vehicle means a vehicle that has been damaged as the result of overturning or colliding with another vehicle or object so as to reasonably necessitate that the vehicle be removed by a wrecker.

Wrecker or *tow truck* means any motor vehicle used for the purpose of towing or removing vehicles. Where the word wrecker appears herein, it shall also include tow truck unless the language specifically excludes tow trucks.

Wrecker business means the business of towing, moving or removing vehicles on or from the public streets, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade or purchase such vehicle, to

remove a wrecked or disabled vehicle from the scene of a collision, or to remove a vehicle from an unlawfully parked position, or to remove an abandoned or wrecked vehicle.

Wrecker company means any person or entity engaged in the wrecker business.

Sec. 118.03 Non-consent Tow Company Requirements

- (A) This Chapter applies only to wrecker companies that perform non-consent tows in the City of Edinburg.
- (B) No wrecker company shall operate a wrecker or tow truck used for non-consent tows within the City without first applying for a permit with the Chief of Police. Each permit issued shall expire on the 15th day of April of each year. The permit fee shall be \$15 per year, in accordance with Section 2308.201 of the Texas Occupations Code.
- (C) A permit application to operate a wrecker or tow truck used for non-consent tows within the City shall be made in person at the office of the Chief of Police, or at such other location that may be designated, on a form to be provided by the Edinburg Police Department. Such application shall contain the following:
 - 1. The true name, the trade name, the address and telephone number of the wrecker company to be operated under the permit;
 - 2. The total number and types of wreckers or tow trucks proposed to be operated; and
 - 3. The true name, address and telephone number of the owner of the wrecker company to be operated under the permit. If the wrecker company is owned by a corporation, the true names of the registered agents, directors, and officers of the corporation; if any stockholder of the wrecker company is itself a corporation, the true name of this stockholding corporation, its registered agents, directors, corporation, the true name of this stockholding corporation, its registered agents, directors, and officers of the one or more corporations must be given on the permit application.
- (D) The application shall be sworn to by the owner of the wrecker company. If a partnership, it shall be signed by a member of the firm. If a corporation, it shall be signed by the president and attested by the secretary and the corporate seal affixed, if the corporation has a corporate seal. In all cases, the person signing shall execute an affidavit on the application form that the statements contained in such application are true and correct.
- (E) The Police Chief, or their authorized designee, shall not issue a permit to operate a tow truck used for non-consent tows within the City until every tow truck proposed to be used by an applicant wrecker company is in compliance with the minimum requirements set by applicable state laws, rules and regulations.
- (F) All wrecker companies, wrecker or tow truck drivers, vehicle storage facilities and property owners under this article shall comply with all applicable state laws and rules issued by the state department of licensing and regulation applicable to a tow truck, towing company, tow operator or storage facilities.

Sec. 118.04 Wrecker selection; wrecker rotation list

- (A) The Police Department shall maintain a list of wrecker companies on a wrecker rotation list for on call service to conduct a non-consent tow. The Department shall maintain a rotation schedule indicating which wrecker company is next available for service at any time. The department will also keep and maintain a total (minimum) of ten wrecker businesses on the Police Departments wrecker rotation list. The director may add more to the wrecker rotation list, as he/she deems necessary.
- (B) In the event that a vehicle that is on a public street is unable to proceed safely under its own power or if the owner or operator of a vehicle is unable to operate such vehicle, and if the owner or operator of such vehicle is unable to name the wrecker company desired or refuses to name one, a police officer of the City shall communicate this fact immediately to Police Department headquarters so that a wrecker can be selected from the wrecker rotation list.

- (C) Upon receiving a communication advising the Police Department of the need for a wrecker from the wrecker rotation list, the Police Department headquarters shall call the wrecker company next on the rotation list to remove the vehicles involved. If there are no wreckers available at the wrecker service on call, or if the Police Department cannot immediately make contact with the wrecker service on-call, the Police Department shall proceed through the wrecker rotation list until a wrecker is located that is available and ready to proceed immediately to the scene of the incident requiring a vehicle to be removed.

Sec. 118.05 Information and data to be kept and maintained two years; records to be made available for inspection.

- (A) Each tow truck company shall maintain at the business office information and data on his towing company business and operations. The following specific requirements are hereby prescribed:
- (B) Accurate records, reports, receipts and other operating information and data as may be required by the director shall be kept and maintained in a business office located in the City of Edinburg for at least two years after date, and all such documents shall be made available at a place readily accessible for examination and copying at all reasonable times by the department or a peace officer upon request.

Sec. 118.06 Vehicle storage facilities and towing company's duty to report after towing or accepting a lawfully repossessed or towed vehicle.

- (A) Whenever any vehicle is removed from private property without the consent of the vehicle owner or a lienholder, a control number must be requested from the department within 45 minutes of the vehicle leaving the property by reporting the following information to the department:
1. A general description, including the year, make, model, and color;
 2. The state and number of the vehicle's license plate, if any;
 3. The vehicle identification number;
 4. The date and time of the tow as well as the location from which the vehicle would have been towed;
 5. The name of the company towing the vehicle;
 6. The name of the person or entity authorizing the tow and a valid contact phone number; and
 7. The name of the vehicle storage facility to which the vehicle has been or will be taken.
- (B) Whenever any person tows, carries, transports or otherwise takes a motor vehicle pursuant to a request by a lienholder incident to a lawful repossession, the person so taking the vehicle shall, within 45 minutes of taking possession, report to the department:
1. A general description of the vehicle, including the year, make, model, and color;
 2. The state and number of the vehicle's license plate, if any;
 3. The vehicle identification number of the vehicle;
 4. The date and time of tow as well as the location from which the vehicle was towed;
 5. The name of the company towing the vehicle, the name and state department of licensing and regulation number issued to the driver of the tow truck driver doing the tow, and the name and location where the vehicle is being stored; and
 6. The name, title and phone number of the lienholder causing the vehicle to be repossessed.
- (C) The required report must be made by telephone, by facsimile, other electronic device, or delivered personally to the department.

Sec. 118.07 Signage And Posting

- (A) Every parking facility owner who causes or authorizes a non-consent tow shall comply with at least the signage requirements set forth in Texas Occupations Code, Chapter 2308, Subchapter G, as amended including relocation of applicable provisions, for non-consent tows from parking facilities, except when tows are made of:
 - 1. Vehicles parked in violation of Section 2308.251 of the Texas Occupations Code, as amended including relocation of applicable provisions; or
 - 2. Vehicles when the vehicle's owner has actually received notice as specified in Texas Occupations Code, Chapter 2308, as amended from the parking facility owner that the vehicle will be towed away if it is not removed.
- (B) Every parking facility owner who causes or authorizes a non-consent tow must remove all signs upon the termination of the parking facility owner's interest in the parking facility.
- (C) Every wrecker business, and its operators, conducting a non-consent tow shall comply with Section 2308.255 of the Texas Occupations Code, as amended including relocation of applicable provisions.

Sec. 118.08 Towing Without Proper Notice and/or Authority Prohibited

- (A) It is a violation of this Chapter to non-consent tow any vehicle without ensuring that all notice and/or signage requirements required by this Chapter and state law have been met, unless the non-consent tow is directed by a peace officer in accordance with this Chapter.
- (B) A non-consent tow of a vehicle in a parking facility may not be conducted unless the tow truck operator first secures a specific, written directive to tow such vehicle, signed by the owner of the parking facility or the owner's authorized representative that is not a wrecker service, unless the vehicle is determined to be improperly or illegally parked on the basis of immediate visual observation.
- (C) Examples of vehicles determined to be improperly or illegally parked on the basis of immediate observation, and thus exempt from the specific notice required under subsection (2) include a vehicle which:
 - 1. Is parked in open and obvious violation of a state or municipal law;
 - 2. Is in or obstructs a vehicular traffic aisle, entry or exit of the parking facility;
 - 3. Prevents another vehicle from exiting a parking space in the parking facility;
 - 4. Is in, or obstructs a fire lane marked in accordance to section 684.011(c) of the Texas Transportation Code, as amended;
 - 5. Blocks access to a dumpster;
 - 6. Is in an area prohibited to all parking, such as a cross-hatched area of a parking facility, an area that is clearly marked as prohibiting all parking at all times, an area that is clearly marked as prohibiting the parking of specific types of vehicles (e.g. tractor-trailer trucks) at all times, or an unpaved area clearly not intended for motor vehicles;
 - 7. Is in open and obvious violation of clearly posted contractual requirements of a parking facility (e.g. does not display a parking sticker required of all vehicles in such parking facility).

Sec. 118.09 State Regulation And Towing Charges

- (A) The owner or operator of a wrecker company commits an offense if her charges a fee in excess of the a maximum fee for the applicable non-consent tow set by State regulation in accordance with Chapter 2308 of the Texas Occupations Code, as amended.
- (B) A wrecker company operator or vehicle storage facility operator may not charge any other fee except as authorized by law.

- (C) A wrecker company and vehicle storage facility shall allow two or more of the following methods of payment in addition to cash: credit card, traveler's check, personal check, money order or debit card. Wrecker operators and vehicle storage facilities must have enough bills and coins available to provide change on bills of one-hundred dollars (\$100.00) or less. Notice of the methods of payment shall be given to the owner of the vehicle towed if the owner is on sight at the time of the tow and at the vehicle storage facility when the owner appears to claim the towed vehicle.

Sec. 118.10 Notice Of Texas Occupations Code, Chapter 2308 Hearings

- (A) Upon Initial Contact with the owner of a vehicle which is the subject of a non-consent tow, a wrecker service operator, a vehicle storage facility operator, or any employee or agent thereof shall give written notice to the vehicle owner of his right to a hearing, in accordance with Texas Occupations Code, Chapter 2308, as amended.
- (B) Such Notice shall be on a form promulgated by the Chief of Police and shall include the name, address and phone number of the person or agency that authorized the removal, and a statement that the hearing must be requested in writing within fourteen (14) days of the date the vehicle is stored and that the request must be filed with a magistrate in whose jurisdiction is the location from which the vehicle was removed.
- (C) A person commits an offense if with criminal negligence, the person fails to provide notice as provided by this Section.

Sec. 118.11 Removal Of Debris

It shall be the duty of each towing company called to an accident or incident, that provides a towing service, to clear and remove all resulting wreckage and debris from the public roadway from the accident or incident site. Removal of wreckage and debris will not be considered completed by merely sweeping debris to or past the curb line. All such wreckage and debris shall be removed from the accident or incident site completely.

Sec. 118.12 Prohibited At Scene Unless Called

No wrecker shall arrive to or near the site of an accident or incident within the City unless such wrecker has been called to the site by the owner or operator of the vehicle, by his or her authorized representative or by the Police Department or Fire Department of the City unless it is necessary to prevent death or bodily injury to any person involved in an accident or collision. It shall be the duty of any owner or driver of a wrecker desiring to tow or haul any wrecked or disabled vehicle from the scene of an accident to cause the Police Department of the City to be notified of the occurrence of the accident and to wait for the arrival of a police officer of the City.

Sec. 118.13 Solicitation

No person shall solicit in any manner, directly or indirectly, on the public roadways of the City, at or near an accident or incident site, any business regarding wrecked or disabled vehicles regardless of whether the solicitation is for the purpose of removing, repairing, wrecking, storing, trading, or purchasing such vehicle.

The presence of any person engaged in the tow truck business or other businesses for which solicitation is hereby prohibited, either as owner, operator, employee, or agent on any public roadway at or near the site of an accident or incident within one hour after the happening of such accident or incident shall be prima facie evidence of a solicitation in violation of this section.

Sec. 118.14 Removal Of Vehicles Containing Hazardous Materials And Notification

- (A) A towing company must comply with all applicable federal and state laws, rules, and regulations regarding the transportation of hazardous materials in order to tow a vehicle which contains or is reasonably believed to contain hazardous materials.
- (B) In the event a towing company seeks to tow a motor vehicle or trailer containing, or reasonably believed to contain hazardous materials, and the materials have leaked or appear to be leaking, the towing company shall immediately advise the Edinburg Fire Department of the leakage. The motor vehicle or trailer will not be moved until inspected by the Fire Department. The Fire Department will be the sole authority in determining the appropriate precautions to be taken prior to authorizing the motor vehicle or trailer to be moved by the towing company.

Sec. 118.15 Compliance With State Regulations

- (A) All individuals and entities engaged in the wrecker or tow truck business or operations within the City of Edinburg shall at all times comply with all laws, rules, and regulations pertaining to towing operations, minimum insurance requirements, and minimum safety standards as adopted and amended by the State of Texas. This requirement shall include, but is not limited to, applicable Texas laws, rules, and regulations related to fees, sign requirements, notice requirements, reporting requirements, and access requirements.
- (B) All vehicle storage facilities shall at all times comply with all laws, rules, and regulations, as adopted and amended from time to time by the State of Texas, pertaining to vehicle storage operations when receiving vehicles in connection with non-consent tows. This requirement shall include, but it not limited to, applicable Texas laws, rules and regulations related to fees, sign requirements, notice requirements, reporting requirements, and access requirements.
- (C) Nothing in this section shall be construed to eliminate or reduce any requirement under the laws, rules, and regulations of the State of Texas that apply to an individual or entity engaged in the tow truck business or to a vehicle storage facility.
- (D) The purpose of this section is solely to allow the City to enforce the laws, rules, and regulations of the State of Texas, to ensure the safety of its citizens. It does not and is not intended to impose any additional regulatory requirements on an individual or entity engaged in the tow truck business.

Sec. 118.16 Enforcement

Any person who violates any provision of this Chapter, for which a specific penalty is not provided, shall be punishable by a fine of not less than \$200 or more than \$1,000 per violation in accordance with Section 2308.505 of the Texas Occupations Code, as amended, including relocation of the applicable provisions. Each act of violation and each day in which a violation is permitted to continue shall constitute a separate offense. An offense under this Chapter which is also a violation under State law may be charged under either provision.

Sec. 118.17 Other Remedies

The City shall be entitled to pursue all other criminal and civil remedies to which it is entitled under any other law and the remedies provided herein are not exclusive.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

VARIANCE

Agenda Item No: 9.A.

Subdivision Variance Request - RK-5 Properties LLC

1. Agenda Item:

Consider Variance Request to the City's Unified Development Code, Article 5, Subdivision Standards, Division 5.100, Purpose and Application, Sec. 5.102, Applicability, Being a 1.53 Acre Tract of Land Out of a 6.12 Acre Tract in Lot 10, Section 246, Texas-Mexican Railway Company Survey, Hidalgo County, Texas as Per Map or Plat Thereof Recorded in Volume 1, Page 16, Located at 1714 E. Chapin Rd. as Requested by RK-5 Properties LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located on the east side of N. Jasman Road and approximately 990 feet south of E. Chapin Road, and is within the city limits. The property is currently vacant and the applicant is purposing a single-family residential home. RK-5 Properties LLC is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned property.

Variance Request: Article 5, Subdivision Standards, Section 5.102, Applicability

This requested variance is to Article 5, Subdivision Standards, Section 5.102, Applicability of the Unified Development Code states no development shall commence, nor shall any building permit, utility connection permit, electrical connection permit, or similar permit be issued, for any development or land division subject to this Article, until a plat has been approved and submitted to the City for filing at the County. The property is currently located inside the City Limits of Edinburg and the intended use is for single-family residential home. The property is currently zoned Residential, Suburban (RS) District. The property lot width is 225 feet and a lot depth of 296.67 feet for a total amount of 1.53 acres, with a 25-foot road easement to E. Chapin Rd. City of Edinburg Unified Development Code has a section providing the exemption from platting under certain provisions as stated below:

City Only. The following situations do not require a plat in the City limits:

- a. Large Parcels.** A division of land into parcels that are greater than five acres, where each parcel has access to a public right-of-way and no public improvements will be dedicated. (Local Government Code, Section 212.004(a);
- b. No Development.** Sale, inheritance, or gift of land by metes and bounds of tracts upon which no improvements, development, subdivision, or alteration is occurring;
- c. Cemeteries.** Existing cemeteries complying with all state and local laws and regulations;
- d. Family Partitions.** A family partition as provided in Subsection E, Lot Partitions for Family Members, below;
- e. City-Owned Property.** City-owned property is exempt from the requirements of filing a subdivision plat, provided that any development on such property is for public use and reviewed and approved by the City Manager to ensure that:
 - i.** The development of the property meets all applicable infrastructure requirements; and
 - ii.** The map of the property in question is recorded in the Hidalgo County Clerk's Office.
- f. Court Orders.** Divisions of land created by a court order unless the owner of a court-subdivided

parcel seeks further subdivision; or

g. Older Properties.

i. It is demonstrated that any of the following conditions existed with respect to the use or legal description of the subject property prior to March 9, 1987:

1. The boundaries of the subject property have not changed except for changes resulting from public improvements and was identified by metes and bounds; or

2. A building was in existence on the subject property; or

3. The subject property was legally or functionally subdivided, either by recorded plat or by actual occupancy and use; and

ii. The subject property has frontage on an existing publicly dedicated and accepted road; and

iii. It is demonstrated that water service is available to the subject property by a public water supply approved by the Texas Department of Health. Such demonstration shall include:

1. A survey of the property; and

2. A letter of commitment from a public water supply agreeing to supply the subject property.

On September 11, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Varaince Request.

3. Staff's Recommendation:

Staff recommends approval of the variance request based on existing property conditions and being no viable sewer lines are abutting the property. If approved, the applicant would still need to comply with all the Unified Development Code requirements.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Jesus Saenz, Assistant City Manager

Approved - 10/1/2025

Final Approval -
10/1/2025

Prepared by:

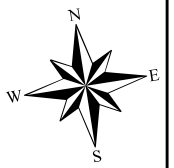
Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

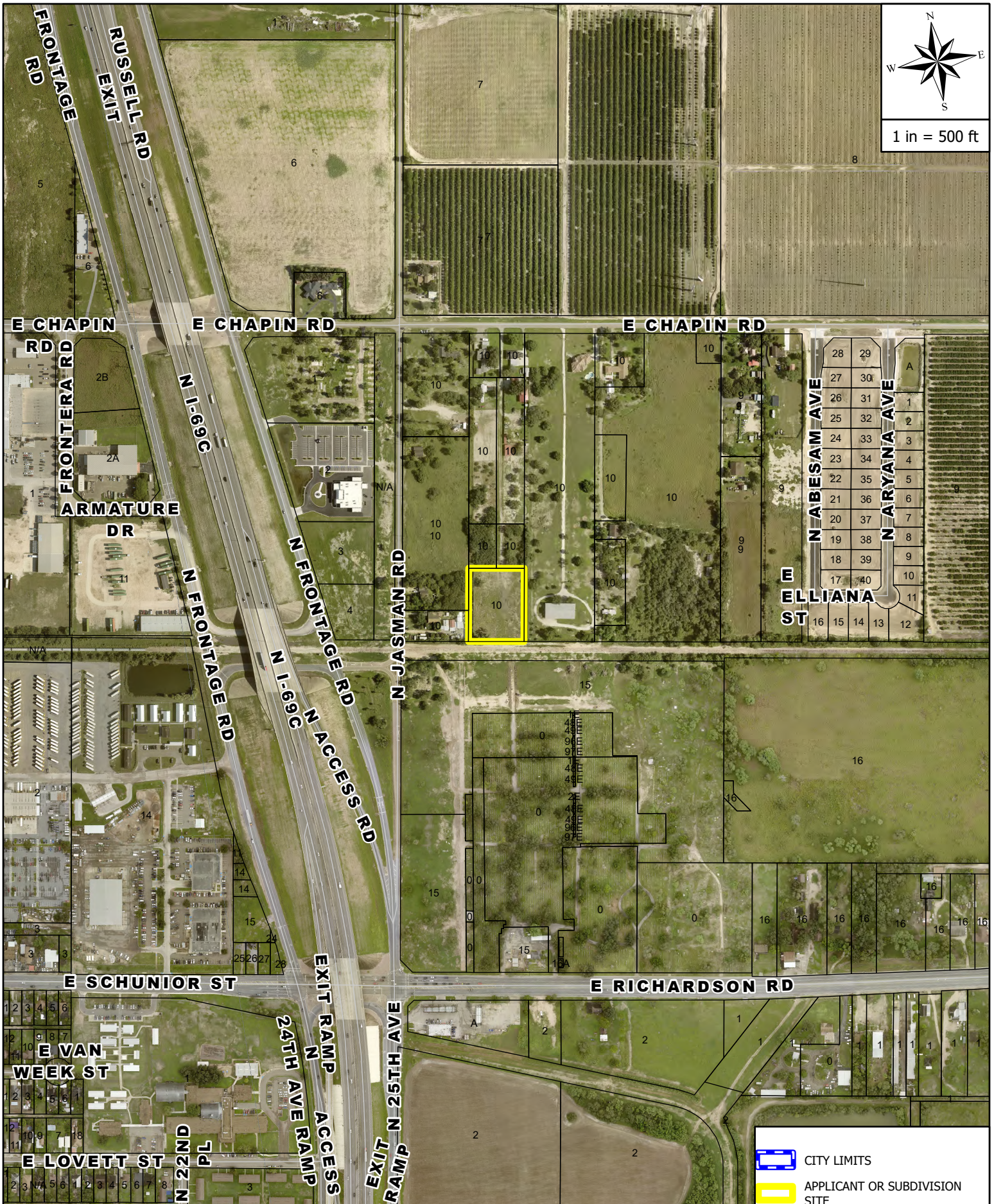
A. City Council Agenda Packet Attachments

Sec. 5.102, Applicability

- A. Generally.** No development shall commence, nor shall any building permit, utility connection permit, electrical connection permit, or similar permit be issued, for any development or land division subject to this Article, until a plat has been approved and submitted to the City for filing at the County. However, the City shall not require building permits or otherwise enforce the City's Building Code in the City's extraterritorial jurisdiction in relation to any plat required by this Code unless the development is connected to city utilities, or upon request by a developer or builder and upon coordination with County authority.
- B. Requirement to Plat.** Except as set forth in Subsection D, *Exemption from Platting*, below, the owner or owners of a tract of land within the City limits or in the ETJ who divides the land into two or more parts shall have a plat of the subdivision prepared in accordance with the Texas Local Government Code, Title 7, Chapter 212.004. Plats within the extraterritorial jurisdiction shall also come under the authority, review, and approval of the Hidalgo County Commissioners Court in accordance with Chapter 232 of the Texas Local Government Code.
- C. Compliance with UDC Required to Subdivide.** Unless a subdivision is specifically exempted from the requirements of this Article, it shall be unlawful for any person or entity to take any of the following actions until an appropriate plat is approved and recorded in conformity with this Article:
1. *Subdivide.* Subdivide any tract, lot, or parcel of land;
 2. *Construction.* Construct or permit to be constructed any public or private street, utility service or facility, building, structure, or other improvements on any tract, lot, or parcel of land, except when completion of construction is required prior to recording a plat; and
 3. *Utilities.* Connect or serve any utility service or facility to any tract, lot, or parcel of land.
- D. Exemption from Platting.** The following exemptions apply only to residential uses.
1. *City Only.* The following situations do not require a plat in the City limits:
 - a. *Large Parcels.* A division of land into parcels that are greater than five acres, where each parcel has access to a public right-of-way and no public improvements will be dedicated. (Local Government Code, Section 212.004(a));
 - b. *No Development.* Sale, inheritance, or gift of land by metes and bounds of tracts upon which no improvements, development, subdivision, or alteration is occurring;
 - c. *Cemeteries.* Existing cemeteries complying with all state and local laws and regulations;
 - d. *Family Partitions.* A family partition as provided in Subsection E, *Lot Partitions for Family Members*, below;
 - e. *City-Owned Property.* City-owned property is exempt from the requirements of filing a subdivision plat, provided that any development on such property is for public use and reviewed and approved by the City Manager to ensure that:
 - i. The development of the property meets all applicable infrastructure requirements; and
 - ii. The map of the property in question is recorded in the Hidalgo County Clerk's Office.
 - f. *Court Orders.* Divisions of land created by a court order unless the owner of a court-subdivided parcel seeks further subdivision; or
 - g. *Older Properties.*
 - i. It is demonstrated that any of the following conditions existed with respect to the use or legal description of the subject property prior to March 9, 1987:
 1. The boundaries of the subject property have not changed except for changes resulting from public improvements and was identified by metes and bounds; or
 2. A building was in existence on the subject property; or
 3. The subject property was legally or functionally subdivided, either by recorded plat or by actual occupancy and use; and
 - ii. The subject property has frontage on an existing publicly dedicated and accepted road; and
 - iii. It is demonstrated that water service is available to the subject property by a public water supply approved by the Texas Department of Health. Such demonstration shall include:
 1. A survey of the property; and
 2. A letter of commitment from a public water supply agreeing to supply the subject property.



1 in = 500 ft



CITY LIMITS



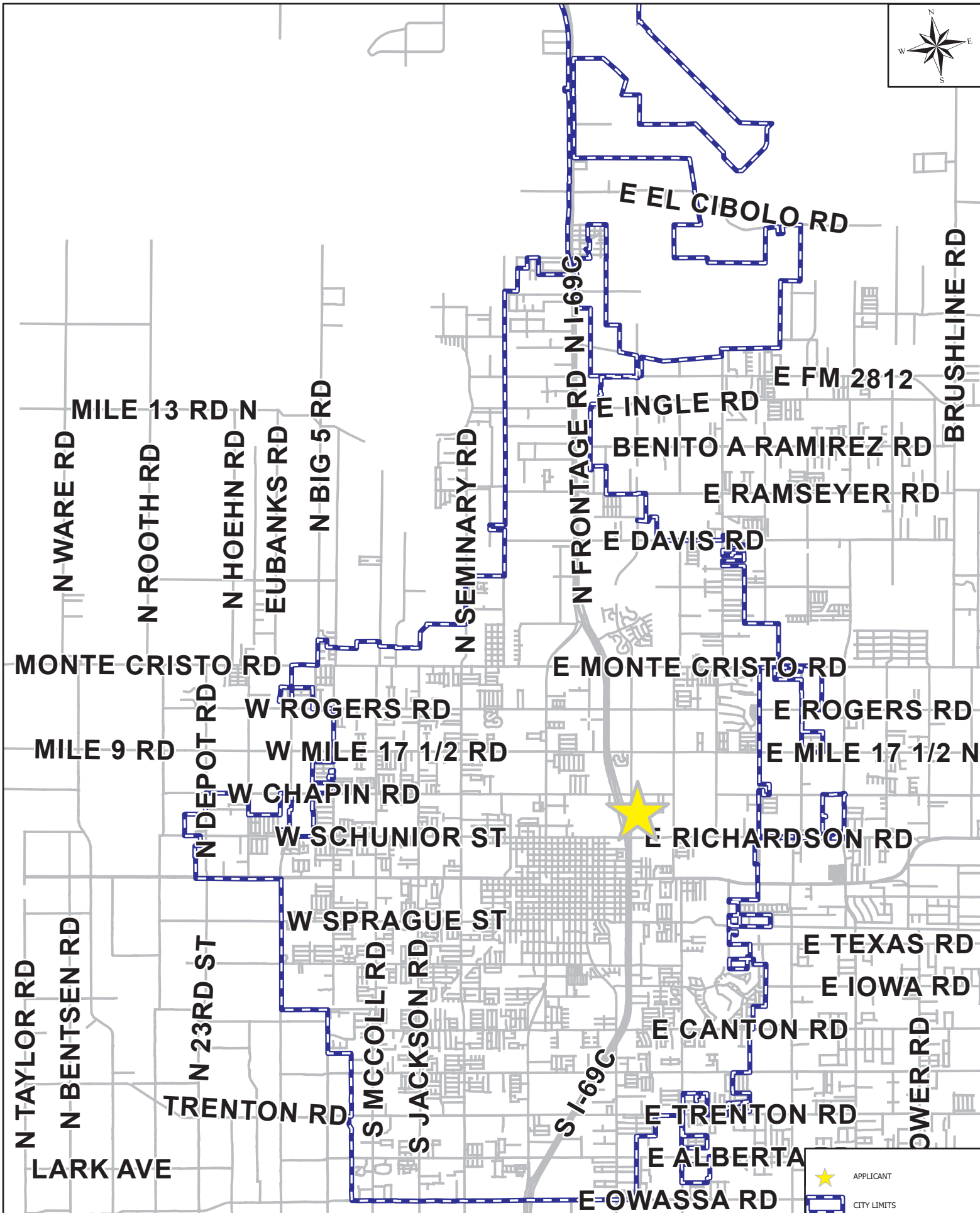
APPLICANT OR SUBDIVISION SITE

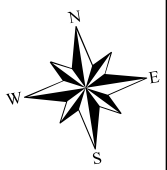


AERIAL MAP

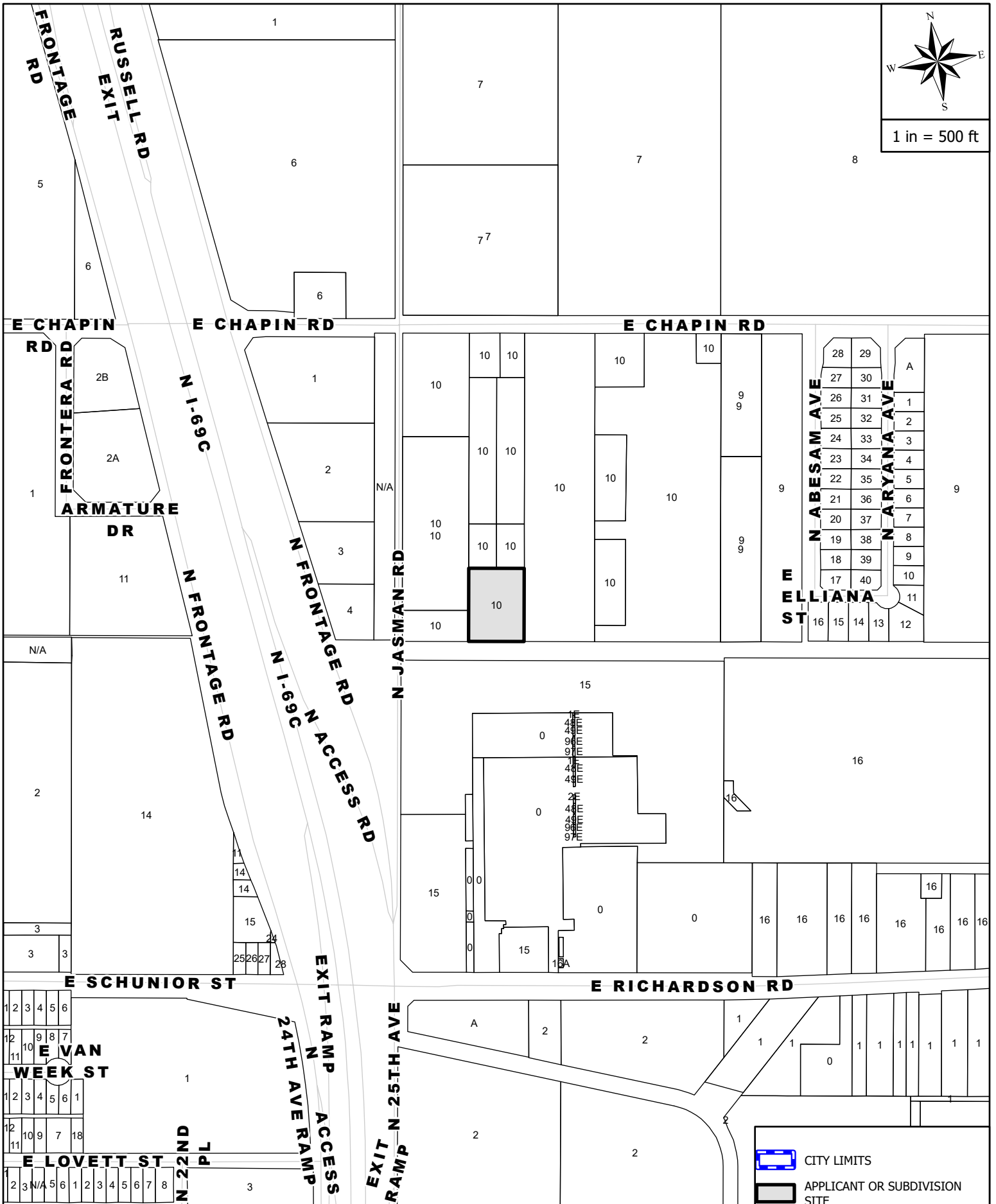
APPLICANT AND/OR SUBDIVISION:

VAR-2025-0312 1714 E CHAPIN ST





1 in = 500 ft



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0312 1714 E CHAPIN ST

ART SALINAS ENGINEERING & SURVEYING

1524 DOVE AVENUE

McALLEN, TX 78504

PH: (956) 618-5565

FAX: (956) 618-5540

ARTURO A. SALINAS, P.E., R.P.L.S.

METES AND BOUNDS DESCRIPTION (1.53 Acre Tract)

A 1.53 acre tract of land out of a 6.12 acre tract in Lot 10, Section 246, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, said 1.53 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod on the West line of said 6.12 acre tract for the Northwest (NW) corner of this tract, said point bears South 80 degrees 53 minutes East, 299.20 feet and South 9 degrees 07 minutes West 983.33 feet from the Northwest (NW) corner of said Lot 10;

THENCE, with the West line of said 6.12 acre tract and along the East line of the Iris Escobedo Garcia tract (recorded in Doc. #1758118, O/R) and the Ricardo Guerra tract (recorded in Doc. #3289267, O/R), South 9 degrees 07 minutes West 296.67 feet to a set mag. nail at the Southwest (SW) corner of said 6.12 acre tract for the Southwest (SW) corner of this tract;

THENCE, with the South line of said 6.12 acre tract and along the North right of way line of the San Antonio-Aransas Pass Railroad, South 80 degrees 53 minutes East 225.0 feet to a found $\frac{1}{2}$ " iron rod at the Southeast (SE) corner of said 6.12 acre tract for the Southeast (SE) corner of this tract;

THENCE, with the East line of said 6.12 acre tract and along the West line of the Benigno J. Sandoval et ux tract (recorded in Doc. #2659127, O/R), North 9 degrees 07 minutes East 296.67 feet to a found $\frac{1}{2}$ " iron rod on the East line of said 6.12 acre tract for the Northeast (NE) corner of this tract;

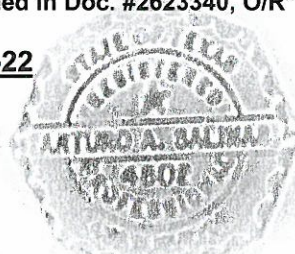
THENCE, with a line parallel to the North line of said 6.12 acre tract and along the South line of the Arnold Perez et ux tract (recorded in Doc. #1191456-58, O/R), North 80 degrees 53 minutes West, at 100.0 feet pass a found $\frac{1}{2}$ " iron rod in the East line of a 25 foot Road Easement (recorded in Doc. #630511 and #2295055, O/R), at 125.0 feet pass a found $\frac{1}{2}$ " iron rod in the West line of said 25 foot Road Easement, at 225.0 feet in all to the POINT OF BEGINNING and containing 1.53 acres of land, more or less.

Bearing Basis: "S. line of a 1.00 acre tract recorded in Doc. #2623340, O/R"

Job No. 22-62963

Date: 05-23-22

Arturo A. Salinas, R.P.L.S. #4802





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

AWARDING OF BIDS

Agenda Item No: 10.A.

Award of bid for Fuel, Motor Oil and Lubricants

1. **Agenda Item:**

Consider Awarding Bid No. 2025-25, Fuel, Motor Oil, and Lubricants to Gold Star Petroleum, Inc. for the Unit Prices as Listed for Unleaded Fuel, Clear Diesel & Dyed Diesel, and to Arguindegui Oil Co. II Ltd for the Unit Prices as Listed for Motor Oil and Lubricants and Authorize City Manager to Enter Into an Agreement Related Thereto. [Vincent A. Romero, CPM, Public Works Director]

2. **Description:**

This Service Contract is for delivery margin of Fuel, Motor Oil and Lubricants for utilization among various departments throughout the City.

On, Tuesday, September 16, 2025, bids were opened for Bid No. 2025-25, Fuel, Motor Oil, and Lubricants. Six (6) bids were received and opened. After review and tabulation staff recommends awarding Bid No. 2025-25, Fuel, Motor Oil, and Lubricants to Gold Star Petroleum, Inc. for the Unit Prices as Listed for Unleaded Fuel, Clear Diesel & Dyed Diesel, and to Arguindegui Oil Co. II Ltd for the Unit Prices as Listed for Motor Oil and Lubricants. Staff has verified that Gold Star Petroleum, Inc. and Arguindegui Oil Co. II have no outstanding debts with the City. Gold Star Petroleum, Inc. and Hollon Oil Co., have been supplying the City with Materials in the past years with positive reviews and no outstanding debts.

Below is the list of contractors who responded to the bid:

GOLD STAR PETROLEUM, INC.

Unleaded Fuel \$2.40200 / GALLON (\$0.00470 Markup)

Diesel Ultra Low Sulfur Clear \$2.59410 / GALLON (\$0.00670 Markup)

Diesel Ultra Low Sulfur Dyed \$2.38870 / GALLON (\$0.00670 Markup)

ARGUINDEGUI OIL CO. II

Mobile Delvac 1300 Super or Approved \$7.49/ Gallon
Equal/15W-40

Universal Tractor Hydraulic Fluid Super or \$6.11 / Gallon
Approved Equal

Randon HD ISO 46 or Approved Equal \$5.15 / Gallon

Randon HDZ ISO 32 or Approved Equal \$5.06 / Gallon

Delo 400-15W-40 or Approved Equal \$12.46 / Gallon

Mobile Delvac Synthetic Gear Oil or Approved \$46.84 / Gallon
Equal

Mobile Delvac Synthetic ATF or Approved \$32.81 / Gallon
Equal

Dexron/Mercron-ATF(G) or Approved Equal \$6.45/ Gallon

TRP-Extended Life Coolant Prediluted 50/50 \$3.51/ Gallon
or Approved Equal

DEF or Diesel Exhaust Fluid or Approved \$1.63/ Gallon
Equal
Mobile Super Synthetic Blend or Approved \$6.13/ Gallon
Equal

Funding is available through the 2025–2026 Fiscal Year Operating Budgets for Public Works, Airport, Ebony Golf Course, Los Lagos Golf Club, Fire and Police Departments General Fund, Utilities Fund and Solid Waste Management Fund.

Staff notes that the bid is being awarded based on the Delivery Margin and Unit Price, valid through September 30, 2027, and that quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope and schedules.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-25, Fuel, Motor Oil, and Lubricants to Gold Star Petroleum, Inc. for the Unit Prices as Listed for Unleaded Fuel, Clear Diesel & Dyed Diesel, and to Arguindegui Oil Co. II Ltd for the Unit Prices as Listed for Motor Oil and Lubricants and Authorize City Manager to Enter Into an Agreement Related Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Vincent Romero, Director of
Public Works

Attachments:

- A. UNLEADED & DIESEL BID TABULATION -BID 2025-025 PDF
- B. GOLD STAR FUEL AGREEMENT
- C. ARGUINDEGUI OIL AGREEMENT
- D. OIL BID TABULATION - BID 2025-025 PDF
- E. Notice to Bidders
- F. Bidders List Oils & Lube
- G. Bidders List Fuel
- H. Arguindegui Oil Co. II, LTD - Response
- I. Gold Star Petroleum, Inc. - Response



BID 2025-025 - MOTOR OIL AND LUBRICANT
OPENING: Tuesday, August, 27, 2025 at 3:00 p.m.

UNLEADED FUEL DELIVERY AND OTHER FEES															
Line Item	Description	Quantity	Unit of Measure	ARGUINDEGUI OIL CO. II		GOLD STAR PETROLEUM, INC		GRESHAM PETROLEUM		HOLLON OIL		KEY PERFORMANCE PETROLEUM		SAFETY-KLEEN SYSTEMS, INC.	
				Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid
1	UNLEADED FUEL - DELIVERY MARGIN	420000	GALLON	\$.01		\$.0047		\$.30		No Bid	✓	\$2.4249		No Bid	✓
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.1903		\$2.1903		\$2.1903		No Bid	✓	\$2.1903		No Bid	✓
3	DELIVERY MARGIN	1	GALLON	\$.01		\$0.00		\$.30		No Bid	✓	\$.03		No Bid	✓
4	FEDERAL TAXES	1	GALLON	\$.0036		\$0.00		\$.184		No Bid	✓	No Bid	✓	No Bid	✓
5	STATE TAXES	1	GALLON	\$.20		\$.20		\$.20		No Bid	✓	\$.20		No Bid	✓
6	LUST FEE	1	GALLON	\$.001		\$.001		\$.001		No Bid	✓	\$.001		No Bid	✓
7	OSITF FEE	1	GALLON	\$.0019		\$.0021		\$.0019		No Bid	✓	\$.0036		No Bid	✓
8	DELIVERY PRICE SUPER FUND FEE	1	GALLON	\$.01		\$.0039		\$2.8772		No Bid	✓	No Bid	✓	No Bid	✓
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$.20		\$1.70		\$1.70		No Bid	✓	\$150.00		No Bid	✓
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$.20		\$3.45		\$3.45		No Bid	✓	No Bid	✓	No Bid	✓
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON	No Bid	✓	\$5.45		\$5.45		No Bid	✓	No Bid	✓	No Bid	✓
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON	No Bid	✓	\$6.95		\$6.95		No Bid	✓	No Bid	✓	No Bid	✓
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON	No Bid	✓	\$3.45		\$3.45		No Bid	✓	No Bid	✓	No Bid	✓
Total				\$ 2.42680		\$2.40200		\$ 6.05440		No Bid		\$ 154.84980		No Bid	

DIESEL ULTRA LOW SULFUR DYED FUEL DELIVERY AND OTHER FEES															
Line Item	Description	Quantity	Unit of Measure	ARGUINDEGUI OIL CO. II		GOLD STAR PETROLEUM, INC		GRESHAM PETROLEUM		HOLLON OIL		KEY PERFORMANCE PETROLEUM		SAFETY-KLEEN SYSTEMS, INC.	
				Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid
1	DIESEL ULTRA LOW SULFUR CLEAR - DELIVERY MARGIN	220000	GALLON	\$.01	FALSE	\$.0067	FALSE	\$.30	FALSE	No Bid	✓	\$2.6155		No Bid	✓
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.3804	FALSE	\$2.3804	FALSE	\$2.3804	FALSE	No Bid	✓	\$2.3804		No Bid	✓
3	DELIVERY MARGIN	1	GALLON	\$.01	FALSE	\$0.00	FALSE	\$.30	FALSE	No Bid	✓	\$.03		No Bid	✓
4	FEDERAL TAXES	1	GALLON	\$.0041	FALSE	\$0.00	FALSE	\$.244	FALSE	No Bid	✓	No Bid	✓	No Bid	✓
5	STATE TAXES	1	GALLON	\$.20	FALSE	\$.20	FALSE	\$.20	FALSE	No Bid	✓	\$.20		No Bid	✓
6	LUST FEE	1	GALLON	\$.001	FALSE	\$.001	FALSE	\$.001	FALSE	No Bid	✓	\$.001		No Bid	✓
7	OSITF FEE	1	GALLON	\$.0021	FALSE	\$.0021	FALSE	\$.0021	FALSE	No Bid	✓	\$.0041		No Bid	✓
8	DELIVERY PRICE	1	GALLON	\$.01	FALSE	\$.0039	FALSE	\$3.1275	FALSE	No Bid	✓	No Bid	✓	No Bid	✓
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$.20	FALSE	\$1.70	FALSE	\$1.70	FALSE	No Bid	✓	\$150.00		No Bid	✓
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$.20	FALSE	\$3.45	FALSE	\$3.45	FALSE	No Bid	✓	No Bid	✓	No Bid	✓
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON	No Bid	✓	\$5.45	FALSE	\$5.45	FALSE	No Bid	✓	No Bid	✓	No Bid	✓
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON	No Bid	✓	\$6.95	FALSE	\$6.95	FALSE	No Bid	✓	No Bid	✓	No Bid	✓
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON	No Bid	✓	\$3.45	FALSE	\$3.45	FALSE	No Bid	✓	No Bid	✓	No Bid	✓
Total				\$ 2.61760		\$2.59410		\$ 6.55500		No Bid		\$ 5.23100		No Bid	

DIESEL ULTRA LOW SULFUR DYED FUEL DELIVERY AND OTHER FEES															
Line Item	Description	Quantity	Unit of Measure	ARGUINDEGUI OIL CO. II		GOLD STAR PETROLEUM, INC		GRESHAM PETROLEUM		HOLLON OIL		KEY PERFORMANCE PETROLEUM		SAFETY-KLEEN SYSTEMS, INC.	
				Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid	Unit Cost	No Bid
1	DIESEL ULTRA LOW SULFUR DYED - DELIVERY MARGIN	205000	GALLON	\$.01		\$.0067		\$.30		No Bid	✓	\$2.4101		No Bid	✓
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.375		\$2.375		\$2.375		No Bid	✓	\$2.375		No Bid	✓
3	DELIVERY MARGIN	1	GALLON	\$.01		\$0.00		\$.30		No Bid	✓	\$.03		No Bid	✓
4	FEDERAL TAXES	1	GALLON	\$.0041		\$0.00		\$0.00		No Bid	✓	No Bid	✓	No Bid	✓
5	STATE TAXES		GALLON			\$0.00		\$0.00		No Bid	✓	No Bid	✓	No Bid	✓
6	LUST FEE	1	GALLON	\$.001		\$.001		\$.001		No Bid	✓	\$.001		No Bid	✓
7	OSITF FEE	1	GALLON	\$.0021		\$.0021		\$.0021		No Bid	✓	\$.0041		No Bid	✓
8	DELIVERY PRICE	1	GALLON	\$.01		\$.0039		\$2.6781		No Bid	✓	No Bid	✓	No Bid	✓
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$.20		\$1.70		\$1.70		No Bid	✓	\$150.00		No Bid	✓
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$.20		\$3.45		\$3.45		No Bid	✓	No Bid	✓	No Bid	✓
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON	No Bid	✓	\$5.45		\$5.45		No Bid	✓	No Bid	✓	No Bid	✓
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON	No Bid	✓	\$6.95		\$6.95		No Bid	✓	No Bid	✓	No Bid	✓
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON	No Bid	✓	\$3.45		\$3.45		No Bid	✓	No Bid	✓	No Bid	✓
Total				\$ 2.41220		\$2.38870		\$ 5.65620		No Bid		\$ 4.82020		No Bid	

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND GOLD STAR PETROLEUM, INC., FOR FUEL, MOTOR OIL, AND LUBRICANTS
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “**City**”) and Gold Star Petroleum, Inc. (hereinafter “**Vendor**”), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for Fuel, Motor Oil, and Lubricants (hereinafter called “Materials”) as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and material needed by the City; and

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I **EMPLOYMENT OF VENDOR**

A. City agrees to employ Vendor to provide services and materials (“Materials”) as stated in this agreement and **Exhibit “A”**. Upon receipt of Materials to the City’s satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II **SERVICES OF VENDOR**

A. The Vendor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibits “A & C” Scope of Works for the Fuel specifications and Notice to Bids and Bid Form pertaining to Bid #2025 - 25

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 **PAYMENT AND FEES**

City agrees to pay Vendor for Materials being contracted herein as follows:

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit prices listed in Exhibit A.

B. Vendor shall submit all invoices to City in the manner specified herein. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the Materials required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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 Vendor's conduct in the performance or furnishing of Materials, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. City has been required to remove or remediate a Hazardous Environmental Condition for which Vendor is responsible;

c. Any Materials are defective, requiring correction or replacement;

d. City has been required to correct defective Materials or has accepted defective Materials;

e. Liens have been filed in connection with the Materials; or

f. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the

amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

SECTION IV **TERM OF AGREEMENT**

A. The Vendor shall provide materials as identified in Request for Bid No. 2025-25 and bid proposal submitted by Vendor attached as stated in Exhibit "A & C". This is a Two (2) year agreement with work to be completed upon request of the City and during the course of the City's fiscal year 2025-2026 and fiscal year 2026-2027, with the contract terminating on September 30, 2027.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Materials rendered by Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Materials provided by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

SECTION V **MINIMUM INSURANCE REQUIREMENTS**

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance

with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregateor \$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 aggregateor \$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 aggregateor \$500,000 combined single limits

E. Evidence of the above insurance coverage shall be required upon request and the City of Edinburg shall be listed as an additional insured.

F. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall,

within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VI

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 below.

SECTION VII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorney's fees and expenses.

SECTION VIII

INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION IX

LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Materials rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss

of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Materials, 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 X

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 XI

NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threatened against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XII

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 XIII

NOTICE

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVI **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 invoices Vendor submits pursuant to this Agreement, the terms of this Agreement shall be controlling.

SECTION XVII **NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Materials with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Materials or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Materials 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.

A. The Contractor agrees to abide by the applicable laws and regulation

found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits D & E,

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

BY: _____
Josephine Ramirez Solis, City Attorney

Gold Star Petroleum, Inc.

BY: _____
J.J. Rodriguez
President
P.O. Box 11151
Spring, Texas 77391
Phone: (281) 379-5928
Email: goldstarpetro@commcast.net

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Bid 2025-25 Notice to Bidders and Bid Form

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

Goldstar Petroleum, Inc.
Attn: J.J. Rodriguez
President
P.O. Box 11151
Spring, Texas 77391

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 XIV **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 XV **SUCCESSORS AND ASSIGNS**

EXHIBIT "A" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND GOLD STAR PETROLEUM, INC., FOR FUEL, MOTOR OIL AND LUBRICANTS

Scope of Work

GOLD STAR PETROLEUM, INC.	
Unleaded Fuel	\$2.40200 / gal (\$0.00470 Markup)
Diesel Ultra Low Sulfur Clear	\$2.59410 / gal (\$0.00670 Markup)
Diesel Ultra Low Sulfur Dyed	\$2.38870 / gal (\$0.00670 Markup)

**EXHIBIT “B” FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND GOLD
STAR PETROLEUM, INC., FOR FUEL, MOTOR OIL AND LUBRICANTS**



CERTIFICATE OF LIABILITY INSURANCE

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

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
INSURED GOLD STAR PETROLEUM INC PO BOX 11151 SPRING, TX 77391-1151	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
	INSURER B: FEDERATED RESERVE INSURANCE COMPANY	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 5

REVISION NUMBER: 2

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	
B	☒ COMMERCIAL GENERAL LIABILITY	N	N	9026832	04/01/2025	04/01/2026	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS & COMPIOP ACC	\$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY	N	N	9026832	04/01/2025	04/01/2026	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)	
A	☒ UMBRELLA LIAB ☒ OCCUR	N	N	0724630	04/01/2025	04/01/2026	EACH OCCURRENCE	\$4,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$4,000,000
	☐ DED ☐ RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	9877123	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (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)

CERTIFICATE HOLDER

CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

52

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

Nicholas R. Lower

**EXHIBIT “C” FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND TBD,
FOR FUEL, MOTOR OIL, AND LUBRICANTS**



City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-25

Fuel, Motor Oil And Lubricants

RESPONSE DEADLINE: September 16, 2025 at 3:00 pm

Report Generated: Monday, September 22, 2025

Gold Star Petroleum, Inc Response

CONTACT INFORMATION

Company:

Gold Star Petroleum, Inc

Email:

goldstarpetro@comcast.net

Contact:

Celena Spiegelhauer

Address:

851 E US 83 Frontage Rd
San Juan, TX 78539

Phone:

N/A

Website:

N/A

Submission Date:

Sep 16, 2025 12:07 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Please attach the insurance certificate

COE_-_Certificate_of_Insurance.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

COE_-_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](#)

COE_-_Litigation_Disclosure_.pdf

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](#)

COE_-_Conflict_of_Interest_Disclosure.pdf

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

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

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

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

COE_-_House_Bill_89.pdf

PLEASE FILL OUT AND SIGN 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 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

COE_-_Senate_Bill_13.pdf

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

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

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

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

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

COE_-_Senate_Bill_19.pdf

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

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.

- [CITY OF EDINBURG NONCOLLUSI...](#)

COE_-_Non_Collusion_Affidavit_.pdf

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

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/forms/conflict/>.

COE_-_COI.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

2. SPECIFY NAME BRAND

SPECIFY UNLEADED FUEL BRAND NAME*

Valero/ Sunoco

SPECIFY DIESEL FUEL BRAND NAME*

Valero/Sunoco

SPECIFY OIL BRAND NAME*

MOTOR OIL 15W-40

Products must meet MIL-L2104 C, heavy-duty lubrication oil and API Classification CI-4, CH-4, CF Gasoline & Diesel Engine, in 55-gallon drums or bulk.

No Bid

SPECIFY HYDRAULIC FLUID BRAND NAME*

ISO 68, Dension HF-0, Vickers M-2950-S and I-286-S, Toast (2,000 hours minimum), delivered in 55-gallon drums or bulk.

No Bid

SPECIFY HYDRAULIC FLUID BRAND NAME*

DEF or DIESEL EXHAUST FLUID

Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55-gallon drums or bulk.

No Bid

PRICE TABLES

OIL & LUBRICANT SUPPLY

TWENTY-FOUR (24) MONTHLY SUPPLY

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
1.)	MOBILE DELVAC 1300 SPER OR APPROVED EQUAL/15w-40 - Products must meet or exceed Lubrication Standards for extra high-performance diesel engine oils for most service on and off-highway applications for modern, high-output, low-emission engines, including those with EGR Exhaust Gas Reduction and After Treatment System with Diesel Particulate Filters and Diesel Oxidation Catalysis but will also meet and exceed the requirements of the API CJ-4, CI-4 PLUS, CH-4, SM, SL, Caterpillar ECF – 3 and Cummins CES 20081*		GALLONS	No Bid	No Bid	X			

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
2.)	UNIVERSAL TRACTOR HYDRAULIC FLUID SUPER OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for an all-weather Hydraulic Oil engineered to meet the tough demands of heavy-duty, hydraulic-powered farm and commercial equipment. MUST operate over a wide range of temperatures. MUST HAVE a high viscosity index to maintain its lubricity at high operating temperatures, must meet or exceed all-weather specifications of both Case New Holland 3525 and 3526 (formerly Ford New Holland FNHA-2-C-200 & 2-C-201) and John Deere J20C & J20D, eliminating the need for seasonal oil changes.*		GALLONS	No Bid	No Bid	X			

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
3.)	RANDON HD ISO 46 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: - Vickers I-286-S, M- 2950-S, 35VQ-25 (ISO 32, 46, 68) - Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF- O/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *		GALLONS	No Bid	No Bid	X			

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
4.)	RANDON HDZ ISO 32 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: - Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) - Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-0/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *		GALLONS	No Bid	No Bid	X			

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
5.)	DELO 400-15W-40 OR APPROVED EQUAL - Delo 400 LE SAE 15W-40 formulated to meet the requirements of post-2007 low emission engines equipped with advanced emission control technologies. Providing performance with Ultra Low Sulfur Diesel and also with normal and low sulfur diesel fuels must be backward compatible and may be used in older, conventional engines and gasoline engines. *		GALLONS	No Bid	No Bid	X			

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

6.)	MOBILE DELVAC SYNTHETIC GEAR OIL OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards synthetic drivetrain lubricants engineered to meet the most demanding extended drain and warranty requirements. These products are designed for use in heavy-duty drivetrains that require gear lubricants with relatively high viscosity and excellent load- carrying capability and where extreme pressures and shock loading are expected. Low and high temperature applications, protection against thermal degradation and oxidation, reduced wear and corrosion, improved shear stability, extended service capability, and excellent fuel economy. These products meet or exceed the requirements of API		GALLONS	No Bid	No Bid	X			
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[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
	service MT-1/GL-5 EP gear oil service classification and are recommended. * Must meets or exceed the requirements of the following industry and builder specifications: 1. API GL-5/MT-1 2. SAE J2360 3. Scania STO 1:0 4. ZF TE-ML 07A/08								

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
7.)	MOBILE DELVAC SYNTHETIC ATF OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards recommended by Allison Transmission, Inc. meeting the Allison TES-295 Specification. The fluid is designed to meet the demanding requirements of modern heavy duty automatic transmissions. The synthetic base oil composition enables excellent performance even in the severest of operating conditions. *		GALLONS	No Bid	No Bid	X			

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
8.)	DEXRON/MERCRON-ATF (G) OR APPROVED EQUAL - Dexron III / Mercon Automatic Transmission Fluid is also approved for industrial transmission requirements such as Allison C-4, Caterpillar TO-2, and Ford specifications M2C138-CJ and M2C166-H.*		GALLONS	No Bid	No Bid	X			
9.)	TRP-EXTENDED LIFE COOLANT PREDILUTED 50/50 OR APPROVED EQUAL - 750,000-mile protection: CAT EC-1 Approved Specifications Reference: * 1. TRP: EC3501 2. Chevron: 227805-497 3. Shell: 9404206021 4. CAT: 101-2844		GALLONS	No Bid	No Bid	X			

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
10.)	DEF OR DIESEL EXHAUST FLUID OR APPROVED EQUAL - Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55 gallon drums or bulk.		GALLONS	No Bid	No Bid	X			

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-25

Fuel, Motor Oil And Lubricants

11.)	MOBILE SUPER SYNTHETIC BLEND OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for gasoline vehicles, SUV's, and light duty trucks. The synthetic blend protects from sludge and deposits for up to 5,00 miles. Helps to keep the engine clean with 15% extra cleaning additives, preventing sludge and deposit formation. Works to provide engine wear protection under a variety of operating conditions. Enhanced formulation (vs. Mobile basic conventional oil) helps conserve oil viscosity for easier cold starting and recommended for gasoline vehicles and light duty trucks. Must meet or exceed the requirements of ILSAC GF-5, ILSAC GF-6A, API SN Plus, API SN, SM, SL, and SJ and all previous SLSAC categories. FORD WSS-M2C946-		GALLONS	No Bid	No Bid	X			
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[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT

Request for Bids - Fuel, Motor Oil And Lubricants

Page 17

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
	A, FORD WSS-M2C946- B1, Ford WSS-M2C929-A, FORD WSS-M2C961-A1, GM 6094M, Chrysler MS-6395. *								
TOTAL					\$0.00				

UNLEADED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	UNLEADED FUEL - DELIVERY MARGIN	420,000	GALLON	\$0.0047	\$1,974.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.1903	\$2.1903	
3	DELIVERY MARGIN	1	GALLON	\$0.00	\$0.00	
4	FEDERAL TAXES	1	GALLON	\$0.00	\$0.00	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.0039	\$0.0039	

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$1.70	\$1.70	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$3.45	\$3.45	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000	1	GALLON	\$5.45	\$5.45	
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000	1	GALLON	\$6.95	\$6.95	
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT	1	GALLON	\$3.45	\$3.45	
TOTAL					\$1,997.3973	

DIESEL ULTRA LOW SULFUR CLEAR FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR CLEAR - DELIVERY MARGIN	220,000	GALLON	\$0.0067	\$1,474.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.3804	\$2.3804	
3	DELIVERY MARGIN	1	GALLON	\$0.00	\$0.00	
4	FEDERAL TAXES	1	GALLON	\$0.00	\$0.00	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.0039	\$0.0039	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$1.70	\$1.70	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$3.45	\$3.45	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000	1	GALLON	\$5.45	\$5.45	
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000	1	GALLON	\$6.95	\$6.95	
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT	1	GALLON	\$3.45	\$3.45	
TOTAL					\$1,497.5874	

DIESEL ULTRA LOW SULFUR DYED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR DYED - DELIVERY MARGIN	205,000	GALLON	\$0.0067	\$1,373.50	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.375	\$2.375	
3	DELIVERY MARGIN	1	GALLON	\$0.00	\$0.00	
4	FEDERAL TAXES	1	GALLON	\$0.00	\$0.00	

[GOLD STAR PETROLEUM, INC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
5	STATE TAXES	1	GALLON	\$0.00	\$0.00	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.0039	\$0.0039	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$1.70	\$1.70	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$3.45	\$3.45	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000	1	GALLON	\$5.45	\$5.45	
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000	1	GALLON	\$6.95	\$6.95	
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT	1	GALLON	\$3.45	\$3.45	
TOTAL					\$1,396.882	

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: GOLD STAR PETROLEUM, INC.
(Full, correct legal name)
- Address: 851 E. FRONTAGE RD., US83 EXCHY
SAN JUAN, TX 78589
 - Telephone/Fax: 281-379-5928 / 281-379-5928 / 956-703-7827
 - Email address: GOLDSTARPETRO@COMCAST.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? SAN JUAN, 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? 33 (years) 7 (months) OWNER PAYS SCHOOL, COUNTY & LOCAL PROPERTY TAXES FOR SAN JUAN & EDINBURG PROPERTIES IN HIDALGO CO.
SAN JUAN = 44 YEARS MOS.

c. State the number of full-time employees at the Edinburg office. 3

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: J. J. RODRIGUEZ OR C. SPIEGELHAVER
Address: PO BOX 1151, SPRING, TX 77391
Telephone: 281-379-5928 / 713-557-2475
Fax: 281-379-5928 / 956-703-7827
Email: GOLDSTARPETRO@COMCAST.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.

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.

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:

09/15/2025

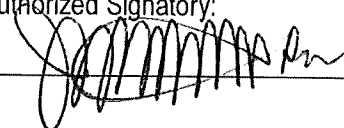
Company/Vendor Name:

GOLD STAR PETROLEUM, Inc.

Printed Name and Title:

J.J. RODRIGUEZ, PRESIDENT

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

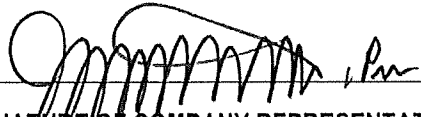
I, J.J. RODRIGUEZ, PRES., the undersigned representative of
GOLD STAR PETROLEUM, INC. (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government 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:

J.J. RODRIGUEZ, PRESIDENT
TYPE/PRINT NAME AND TITLE:

9/15/2025
DATE:

SENATE BILL 13 VERIFICATION

I, J.J. RODRIGUEZ, PRES., the undersigned representative of
GOLD STAR PETROLEUM, 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.

 Pres.
SIGNATURE OF COMPANY REPRESENTATIVE:

J. J. RODRIGUEZ, PRESIDENT
TYPE/PRINT NAME AND TITLE:

09/15/2025
DATE:

SENATE BILL 19 VERIFICATION

I, J. J. RODRIGUEZ, PRES., the undersigned representative of
GOLD STAR PETROLEUM, 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:

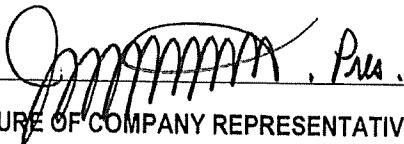
- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

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

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

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


SIGNATURE OF COMPANY REPRESENTATIVE:

J. J. RODRIGUEZ, PRESIDENT
TYPE/PRINT NAME AND TITLE:

09/15/2025
DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

J.J. Rodriguez, being first duly sworn, deposes and says that: (Name)

- (1) He is President of GOLDSTAR PETROLEUM, 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

[Signature]

Title

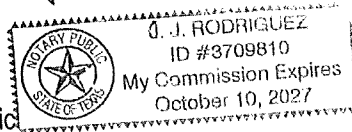
President

Subscribed and sworn to me this 15th day of September 2025.

By:

[Signature]

Notary Public



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Gold Star Petroleum, 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.

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?

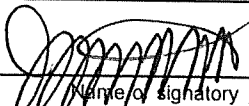
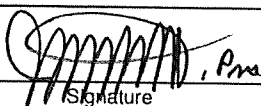
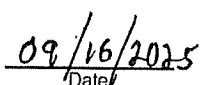
☐ Yes

☒ 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.

NONE

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 J. J. RODRIGUEZ, Pres.  Signature  Date

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND ARGUINDEGUI OIL CO. II, LTD., FOR FUEL, MOTOR OIL, AND LUBRICANTS
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “**City**”) and Arguindegui Oil Co. II, LTD (hereinafter “**Vendor**”), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for Fuel, Motor Oil, and Lubricants (hereinafter called “Materials”) as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and material needed by the City; and

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I **EMPLOYMENT OF VENDOR**

A. City agrees to employ Vendor to provide services and materials (“Materials”) as stated in this agreement and **Exhibit “A”**. Upon receipt of Materials to the City’s satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II **SERVICES OF VENDOR**

A. The Vendor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibits “A & C” Scope of Works for the Fuel specifications and Notice to Bids and Bid Form pertaining to Bid #2025-25

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 **PAYMENT AND FEES**

City agrees to pay Vendor for Materials being contracted herein as follows:

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit prices listed in Exhibit A.

B. Vendor shall submit all invoices to City in the manner specified herein. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the Materials required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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 Vendor's conduct in the performance or furnishing of Materials, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. City has been required to remove or remediate a Hazardous Environmental Condition for which Vendor is responsible;

c. Any Materials are defective, requiring correction or replacement;

d. City has been required to correct defective Materials or has accepted defective Materials;

e. Liens have been filed in connection with the Materials; or

f. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the

amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

SECTION IV **TERM OF AGREEMENT**

A. The Vendor shall provide materials as identified in Request for Bid No. 2025-25 and bid proposal submitted by Vendor attached as stated in Exhibit "A & C". This is a Two (2) year agreement with work to be completed upon request of the City and during the course of the City's fiscal year 2025-2026 and fiscal year 2026-2027, with the contract terminating on September 30, 2027.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Materials rendered by Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Materials provided by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

SECTION V **MINIMUM INSURANCE REQUIREMENTS**

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance

with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregateor \$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 aggregateor \$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 aggregateor \$500,000 combined single limits

E. Evidence of the above insurance coverage shall be required upon request and the City of Edinburg shall be listed as an additional insured.

F. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall,

within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VI

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 below.

SECTION VII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorney's fees and expenses.

SECTION VIII

INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION IX

LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Materials rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss

of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Materials, 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 X

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 XI

NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threatened against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XII

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 XIII

NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

Arguindegui Oil Co. II, LTD
Attn: Beto Lopez
105 Pennzoil Loop
Edinburg, Texas 78542

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 XIV **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 XV **SUCCESSORS AND ASSIGNS**

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVI **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 invoices Vendor submits pursuant to this Agreement, the terms of this Agreement shall be controlling.

SECTION XVII **NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Materials with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Materials or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Materials or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

BY: _____
Josephine Ramirez Solis, City Attorney

Arguindegui Oil Co. II, LTD

BY: _____
Beto Lopez
105 Pennzoil Loop
Edinburg, Texas 78542
Phone: (956) 371-9150
Email: beto.lopez@argpetro.com

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid 2025-25 Notice to Bidders and Bid Form

**EXHIBIT "A" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND
ARGUIDEGUI OIL CO. II, LTD FOR FUEL, MOTOR OIL AND LUBRICANTS**

Scope of Work

ARGUIDEGUI OIL CO. II, LTD	
Mobile Delvac 1300 Super or Approved Equal/15W-40	\$7.49 / Gallon
Universal Tractor Hydraulic Fluid Super or Approved Equal	\$6.11 / Gallon
Randon HD ISO 46 or Approved Equal	\$5.15 / Gallon
Randon HDZ ISO 32 or Approved Equal	\$5.06 / Gallon
Delo 400-15W-40 or Approved Equal	\$12.46 / Gallon
Mobile Delvac Synthetic Gear Oil or Approved Equal	\$46.84 / Gallon
Mobile Delvac Synthetic ATF or Approved Equal	\$32.81 / Gallon
Dexron/Mercron-ATF(G) or Approved Equal	\$6.45 / Gallon
TRP-Extended Life Coolant Prediluted 50/50 or Approved Equal	\$3.51 / Gallon
DEF or Diesel Exhaust Fluid or Approved Equal	\$1.63 / Gallon
Mobile Super Synthetic Blend or Approved Equal	\$6.13 / Gallon

**EXHIBIT "B" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND
ARGUINDEGUI OIL CO. II, LTD FOR FUEL, MOTOR OIL AND LUBRICANTS**



ARGUMAN-02

TENRIQUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2025

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 Alliant Insurance Services, Inc. 1421 Hanz Dr New Braunfels, TX 78130	CONTACT NAME: Hannah Dudney		
	PHONE (A/C, No, Ext):	FAX (A/C, No): (830) 387-7022	
	E-MAIL ADDRESS: hannah.dudney@alliant.com		
INSURED Arguindegui Management Co LLC PO Box 1425 Laredo, TX 78042	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Old Republic Insurance Company		24147
	INSURER B : AXIS Surplus Insurance Company		26620
	INSURER C : Landmark American Insurance Company		33138
	INSURER D : Gray Surplus Lines Insurance Company		15889
	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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			MWZY 318479 25	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS90			MWTB 318480 25	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			P-001-003654784-02	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 318478 25	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			LHA604864	2/1/2025	2/1/2026	Occ/Agg 3,000,000
D	Excess Liability			GSL102793	2/1/2025	2/1/2026	Occ/Agg 5,000,000

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 with respects to General Liability and Auto Liability only when required by written contract. The Certificate Holder is an Additional Insured - Primary and Non-Contributory under General Liability and Auto Liability only when required by written contract. The Certificate Holder is granted a waiver of subrogation under the General Liability, Auto Liability, & Workers Compensation only when required by written contract. All endorsements are limited to the operations of the Insured under said contract, and always subject to policy terms, conditions, and exclusions. Alternate Employer Endorsement naming certificate holder under the Workers Compensation only when required by written contract. All Excess Liability policies extends, and are follow form over General Liability, Pollution Liability, Auto Liability & Workers Compensation policies. Blanket 30 Day Notice of Cancellation applies where required by written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg
1201 N. Doolittle Rd.
Edinburg, TX 78539

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

AUTHORIZED REPRESENTATIVE

**EXHIBIT "C" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND
ARGUINDEGUI OIL CO. II, LTD FOR FUEL, MOTOR OIL AND LUBRICANTS**



City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-25

Fuel, Motor Oil And Lubricants

RESPONSE DEADLINE: September 16, 2025 at 3:00 pm

Report Generated: Monday, September 22, 2025

Arguindegui Oil Co. II, Ltd Response

CONTACT INFORMATION

Company:

Arguindegui Oil Co. II, Ltd

Email:

beto.lopez@argpetro.com

Contact:

Beto Lopez

Address:

105 Pennzoil
Edinburg, TX 78542

Phone:

N/A

Website:

N/A

Submission Date:

Sep 11, 2025 3:54 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Please attach the insurance certificate

AOC_-_City_of_Edinburg_cert.pdf

PLEASE FILL OUT 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 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 HOUSE BILL 89 AND UPLOAD HERE*
HB 89

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

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

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

House_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN 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 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

Senate_Bill_13_Verification.pdf

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

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

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

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

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

Senate_Bill_19_Verification.pdf

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

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.

- [CITY OF EDINBURG NONCOLLUSI...](#)

NonCollusion_Affidavit_of_Prime_Bidder.pdf

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

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/forms/conflict/>.

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

2. SPECIFY NAME BRAND

SPECIFY UNLEADED FUEL BRAND NAME*

Valero Unbranded

SPECIFY DIESEL FUEL BRAND NAME*

Valero Unbranded

SPECIFY OIL BRAND NAME*

MOTOR OIL 15W-40

Products must meet MIL-L2104 C, heavy-duty lubrication oil and API Classification CI-4, CH-4, CF Gasoline & Diesel Engine, in 55-gallon drums or bulk.

AOC premium SB 15w40 for line item 1 and Phillips 66 ECT SB 15w40 for line item 5

SPECIFY HYDRAULIC FLUID BRAND NAME*

ISO 68, Dension HF-0, Vickers M-2950-S and I-286-S, Toast (2,000 hours minimum), delivered in 55-gallon drums or bulk.

AOC Premium Tractor Hydraulic Fluid

SPECIFY HYDRAULIC FLUID BRAND NAME*

DEF or DIESEL EXHAUST FLUID

Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55-gallon drums or bulk.

AOC DEF

PRICE TABLES

OIL & LUBRICANT SUPPLY

TWENTY-FOUR (24) MONTHLY SUPPLY

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
1.)	MOBILE DELVAC 1300 SPER OR APPROVED EQUAL/15w-40 - Products must meet or exceed Lubrication Standards for extra high-performance diesel engine oils for most service on and off-highway applications for modern, high-output, low-emission engines, including those with EGR Exhaust Gas Reduction and After Treatment System with Diesel Particulate Filters and Diesel Oxidation Catalysis but will also meet and exceed the requirements of the API CI-4, CI-4 PLUS, CH-4, SM, SL, Caterpillar ECF – 3 and Cummins CES 20081*	2,750	GALLONS	\$7.49	\$20,597.50		49.94	466.81	7.49

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
2.)	UNIVERSAL TRACTOR HYDRAULIC FLUID SUPER OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for an all-weather Hydraulic Oil engineered to meet the tough demands of heavy-duty, hydraulic-powered farm and commercial equipment. MUST operate over a wide range of temperatures. MUST HAVE a high viscosity index to maintain its lubricity at high operating temperatures, must meet or exceed all-weather specifications of both Case New Holland 3525 and 3526 (formerly Ford New Holland FNHA-2-C-200 & 2-C-201) and John Deere J20C & J20D, eliminating the need for seasonal oil changes.*	3,900	GALLONS	\$6.11	\$23,829.00		43.06	391.19	6.11

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-25

Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
3.)	RANDON HD ISO 46 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: - Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) - Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-0/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	500	GALLONS	\$5.15	\$2,575.00		38.25	338.25	5.15

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT

Request for Bids - Fuel, Motor Oil And Lubricants

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[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
4.)	RANDON HDZ ISO 32 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: - Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) - Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-0/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	500	GALLONS	\$5.06	\$2,530.00		37.81	333.44	5.06

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
5.)	DELO 400-15W-40 OR APPROVED EQUAL - Delo 400 LE SAE 15W-40 formulated to meet the requirements of post-2007 low emission engines equipped with advanced emission control technologies. Providing performance with Ultra Low Sulfur Diesel and also with normal and low sulfur diesel fuels must be backward compatible and may be used in older, conventional engines and gasoline engines. *	330	GALLONS	\$12.46	\$4,111.80		74.78	740.07	12.46

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

6.)	MOBILE DELVAC SYNTHETIC GEAR OIL OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards synthetic drivetrain lubricants engineered to meet the most demanding extended drain and warranty requirements. These products are designed for use in heavy-duty drivetrains that require gear lubricants with relatively high viscosity and excellent load- carrying capability and where extreme pressures and shock loading are expected. Low and high temperature applications, protection against thermal degradation and oxidation, reduced wear and corrosion, improved shear stability, extended service capability, and excellent fuel economy. These products meet or exceed the requirements of API	110	GALLONS	\$46.84	\$5,152.40		n/a	2,576.20	46.84
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[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
	service MT-1/GL-5 EP gear oil service classification and are recommended. * Must meets or exceed the requirements of the following industry and builder specifications: 1. API GL-5/MT-1 2. SAE J2360 3. Scania STO 1:0 4. ZF TE-ML 07A/08								

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
7.)	MOBILE DELVAC SYNTHETIC ATF OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards recommended by Allison Transmission, Inc. meeting the Allison TES-295 Specification. The fluid is designed to meet the demanding requirements of modern heavy duty automatic transmissions. The synthetic base oil composition enables excellent performance even in the severest of operating conditions. *	600	GALLONS	\$32.81	\$19,686.00		n/a	1,804.55	32.81

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-25

Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
8.)	DEXRON/MERCRON-ATF (G) OR APPROVED EQUAL - Dexron III / Mercon Automatic Transmission Fluid is also approved for industrial transmission requirements such as Allison C-4, Caterpillar TO-2, and Ford specifications M2C138-CI and M2C166-H.*	900	GALLONS	\$6.45	\$5,805.00		44.75	409.75	6.45
9.)	TRP-EXTENDED LIFE COOLANT PREDILUTED 50/50 OR APPROVED EQUAL - 750,000-mile protection: CAT EC-1 Approved Specifications Reference: * 1. TRP: EC3501 2. Chevron: 227805-497 3. Shell: 9404206021 4. CAT: 101-2844	275	GALLONS	\$3.51	\$965.25		30.03	247.84	3.51

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT

Request for Bids - Fuel, Motor Oil And Lubricants

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[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
10.)	DEF OR DIESEL EXHAUST FLUID OR APPROVED EQUAL - Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55 gallon drums or bulk.	2,750	GALLONS	\$1.63	\$4,482.50		20.63	144.44	1.63

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-25

Fuel, Motor Oil And Lubricants

11.)	MOBILE SUPER SYNTHETIC BLEND OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for gasoline vehicles, SUV's, and light duty trucks. The synthetic blend protects from sludge and deposits for up to 5,00 miles. Helps to keep the engine clean with 15% extra cleaning additives, preventing sludge and deposit formation. Works to provide engine wear protection under a variety of operating conditions. Enhanced formulation (vs. Mobile basic conventional oil) helps conserve oil viscosity for easier cold starting and recommended for gasoline vehicles and light duty trucks. Must meet or exceed the requirements of ILSAC GF-5, ILSAC GF-6A, API SN Plus, API SN, SM, SL, and SJ and all previous SLSAC categories. FORD WSS-M2C946-	2,750	GALLONS	\$6.13	\$16,857.50		43.13	391.88	6.13
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[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT

Request for Bids - Fuel, Motor Oil And Lubricants

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[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
	A, FORD WSS-M2C946- B1, Ford WSS-M2C929-A, FORD WSS-M2C961-A1, GM 6094M, Chrysler MS-6395. *								
TOTAL					\$106,591.95				

UNLEADED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	UNLEADED FUEL - DELIVERY MARGIN	420,000	GALLON	\$0.01	\$4,200.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.1903	\$2.1903	
3	DELIVERY MARGIN	1	GALLON	\$0.01	\$0.01	
4	FEDERAL TAXES	1	GALLON	\$0.0036	\$0.0036	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0019	\$0.0019	
8	DELIVERY PRICE	1	GALLON	\$0.01	\$0.01	

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$0.20	\$0.20	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$0.20	\$0.20	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON	No Bid	No Bid	X
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON	No Bid	No Bid	X
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON	No Bid	No Bid	X
TOTAL					\$4,202.8168	

DIESEL ULTRA LOW SULFUR CLEAR FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR CLEAR - DELIVERY MARGIN	220,000	GALLON	\$0.01	\$2,200.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.3804	\$2.3804	
3	DELIVERY MARGIN	1	GALLON	\$0.01	\$0.01	
4	FEDERAL TAXES	1	GALLON	\$0.0041	\$0.0041	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.01	\$0.01	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$0.20	\$0.20	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$0.20	\$0.20	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON	No Bid	No Bid	X
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON	No Bid	No Bid	X
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON	No Bid	No Bid	X
TOTAL					\$2,203.0076	

DIESEL ULTRA LOW SULFUR DYED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR DYED - DELIVERY MARGIN	205,000	GALLON	\$0.01	\$2,050.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.375	\$2.375	
3	DELIVERY MARGIN	1	GALLON	\$0.01	\$0.01	
4	FEDERAL TAXES	1	GALLON	\$0.0041	\$0.0041	

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
5	STATE TAXES		GALLON	No Bid	No Bid	X
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.01	\$0.01	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$0.20	\$0.20	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$0.20	\$0.20	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON	No Bid	No Bid	X
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON	No Bid	No Bid	X
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON	No Bid	No Bid	X
TOTAL					\$2,052.8022	



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Arguindegui Management Co LLC PO Box 1425 Laredo, TX 78042	
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

Description of Operations/Locations/Vehicles:

Auto Physical Damage

Old Republic Insurance Company

Policy Number: MWTB 318480 25

Effective Dates: 02/01/2025-02/01/2026

Comprehensive/Collision Deductibles: \$250 - Minimum; \$1,000 - Tractors; 5% - Vehicle \$40K-\$50K; 10% - Vehicle \$50K-Higher

Contractor's Pollution/Transportation Liability

Aspen Specialty Insurance Company

Policy Number: ER010QL25

Effective Dates: 02/01/2025-02/01/2026

Limits: \$10,000,000

Ded per Incident: \$25,000

Property Coverage

Endurance American Insurance Company

Policy Number: IMP30058935601

Effective Dates: 02/01/2025-02/01/2026

\$12,505,032 in Blanket Building limits and \$1,803,000 in Blanket Personal Property Coverage and \$10,000 deductible.

Inland Marine Coverage

Hanover Insurance Company

Policy Number: IHD J707208 00

Effective Dates: 05/01/2024-02/01/2026

\$413,000 in Scheduled Equipment limits.

Named Insured Schedule:

Arguindegui Management Co., L.L.C.

AOC Holding Company, Inc.

Arguindegui Oil Co. II, LTD

Arguindegui Pump N Shop, LTD

Fleet Fueling Systems, LTD

Arguindegui Real Estate, LTD.

Arguindegui Investments, LTD.

AOC Calton, LTD., DBA Summit Building and Design

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: Arguindogui Oil Co. II, Ltd
(Full, correct legal name)
- Address: 105 Pennzoil Loop
 - Telephone/Fax: 800-722-5251
 - Email address: csr@argpetro.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? Laredo, 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) (months)
- c. State the number of full-time employees at the Edinburg office. 10
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: Beto Lopez
Address: 6551 Star Court Laredo, TX 78041
Telephone: 800-722-5251 ext 46
Fax:
Email: beto.lopez@argpetro.com
8. Surety Information
- Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes () No (x).
- If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

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

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

☒ NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

☒ NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

☒ NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

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:

9/11/25

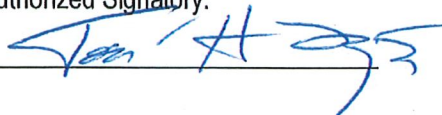
Company/Vendor Name:

Arguindegui Oil Co. II, Ltd

Printed Name and Title:

Beto Lopez-Pricing Manager

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

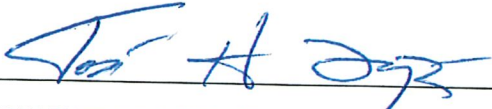
I, Beto Lopez, the undersigned representative of
Arguindegui Oil Co. II, Ltd, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Beto Lopez-Pricing Manager

TYPE/PRINT NAME AND TITLE:



DATE:

SENATE BILL 13 VERIFICATION

I, Beto Lopez, the undersigned representative of
Arguindegui Oil Co. II, Ltd, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

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


SIGNATURE OF COMPANY REPRESENTATIVE:

Beto Lopez-Pricing Manager

TYPE/PRINT NAME AND TITLE:

9/11/25
DATE:

SENATE BILL 19 VERIFICATION

I, Beto Lopez, the undersigned representative of
Arguindegui Oil Co. II, Ltd, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

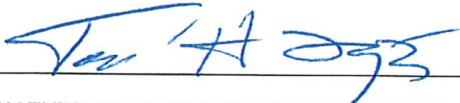
- (1) does not have a practice, policy, guidance, or directive that discriminates
against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or
firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

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

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

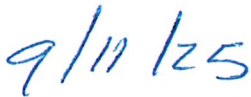
- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction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



SIGNATURE OF COMPANY REPRESENTATIVE:

Beto Lopez-Pricing Manager

TYPE/PRINT NAME AND TITLE:



DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Beto Lopez

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

- (1) He is ~~President~~ ^{an Agent} of Beto Lopez, 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

[Signature]

Title

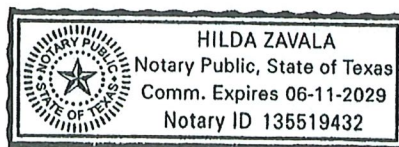
Pricing Manager

Subscribed and sworn to me this 11th day of Sept. 2025.

By:

[Signature]

Notary Public



My commission expires 6/11/2029

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Arguindegui Oil Co. II, Ltd

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
Beto Lopez

Name of signatory


Signature

9/11/25
Date



BID 2025-025 - MOTOR OIL AND LUBRICANT
OPENING: Tuesday, August, 27, 2025 at 3:00 p.m.

Argonne/gul Oil Co. II										HOLLON OIL						GOLD STAR PETROLEUM, INC.						
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	\$ GALLON TOTE	\$5 GALLON BARREL	BULK GALLON	Unit Cost	Total	No Bid	\$ GALLON TOTE	\$5 GALLON BARREL	BULK GALLON	Quantity	Unit Cost	Total	No Bid	\$ GALLON TOTE	\$5 GALLON BARREL	BULK GALLON
1.)	MOBILE DELVAC 1300 SPSR OR APPROVED EQUAL/15w-40 - Products must meet or exceed Lubrication Standards for extra high-performance diesel engine oils for most service on and off-highway applications for modern, high-output, low-emission engines, including those with EGR Exhaust Gas Reduction and After Treatment System with Diesel Particulate Filters and Diesel Oxidation Catalysts but will also meet and exceed the requirements of the API C-4, C-4 PLUS, CH-4, SM, SL, Caterpillar ECF - 3 and Cummins CES 20081.*	2750	GALLONS	\$7.49	\$20,197.50	FALSE	49.94	466.81	7.49	\$9.41	\$25,877.50	FALSE	47.05	517.55	9.41				NO BID			
2.)	UNIVERSAL TRACTOR HYDRAULIC FLUID SUPER OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for an all-weather hydraulic oil engineered to meet the tough demands of heavy-duty, hydraulic-powered farm and commercial equipment. MUST operate over a wide range of temperatures. MUST HAVE a high viscosity index to maintain its lubricity at high operating temperatures, must meet or exceed all weather specifications of both Case New Holland 522S and 523S (formerly Ford New Holland FHM-2 C-200 & 2 C-201) and John Deere D20C & D20J, eliminate the need for seasonal oil changes.* RANDOM HD ISO 46 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of:	3900	GALLONS	\$6.11	\$23,829.00	FALSE	43.06	391.19	6.11	\$8.24	\$32,136.00	FALSE	41.2	453.2	8.24				NO BID			
3.)	-Vickers I-286.5, M-2950.5, 3SVQ-25 (ISO 32, 46, 68) -Cincinnati Machine P-48 (ISO 32), P-70 (ISO 46), P-49 (ISO 68) -Denison HF-Q/TEC, HF-2 (ISO 32, 46, 68) ANGUAGMA 900S-094, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220)* *Products must meet or exceed the requirements of: Vickers I-286.5, M-2950.5, 3SVQ-25 (ISO 32, 46, 68), Cincinnati Machine P-48 (ISO 32), P-70 (ISO 46), P-49 (ISO 68) Denison HF-Q/TEC, HF-2 (ISO 32, 46, 68) ANGUAGMA 900S-094, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220)*	500	GALLONS	\$5.15	\$2,575.00	FALSE	38.25	338.25	5.15	\$7.35	\$3,675.00	FALSE	36.75	404.25	7.35				NO BID			
4.)	ANGUAGMA 900S-094, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220)* Denison HF-Q/TEC, HF-2 (ISO 32, 46, 68) ANGUAGMA 900S-094, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220)*	500	GALLONS	\$5.06	\$2,530.00	FALSE	37.81	333.44	5.06	\$7.35	\$3,675.00	FALSE	36.75	404.25	7.35				NO BID			
5.)	DELO 400-15W-40 OR APPROVED EQUAL - Delo 400 LE SAE 15W-40 formulated to meet the requirements of post-2007 low emission engines equipped with advanced emission control technologies. Providing performance with Ultra Low Sulfur Diesel and also with normal and low sulfur diesel fuels must be backward compatible and may be used in older, conventional engines and gasoline engines.*	330	GALLONS	\$12.46	\$4,111.80	FALSE	74.78	740.07	12.46	\$15.91	\$5,250.30	FALSE	79.55	875.05					NO BID			
6.)	MOBILE DELVAC SYNTHETIC GEAR OIL OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards synthetic drivetrain lubricants engineered to meet the most demanding extended drain and warranty requirements. These products are designed for use in heavy-duty drivetrains that require gear lubricants with relatively high viscosity and excellent load-carrying capability and where extreme pressures and shock loading are expected. Low and high temperature applications, protection against thermal degradation and oxidation, reduced wear and corrosion, improved shear stability, extended service capability, and excellent fuel economy. These products meet or exceed the requirements of API service MT-1, GL-5, S-FR gear oil service classification and are recommended.* Must meet or exceed the requirements of the following industry and builder specifications: 1. API GL-5/MT-1 2. SAE J300 3. SAE J300 4. SAE J300	110	GALLONS	\$46.84	\$5,152.40	FALSE	n/a	2,576.20	46.84	\$15.57	\$1,712.70	FALSE	77.85	856.35	15.57				NO BID			
7.)	MOBILE DELVAC SYNTHETIC ATF OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards recommended by Allison Transmission, Inc. meeting the Allison TES 295 Specification. The fluid is designed to meet the demanding requirements of modern heavy-duty automatic transmissions. The synthetic base oil composition enables excellent performance even in the severest of operating conditions.*	600	GALLONS	\$12.81	\$16,686.00	FALSE	n/a	1,804.55	32.81	\$20.17	\$12,102.00	FALSE	100.85	1109.35	20.17				NO BID			
8.)	DEXRON/MERCON ATF (5) OR APPROVED EQUAL - Dexron 5 / Mercon Automatic Transmission Fluid is also approved for industrial transmission requirements such as Allison C-4, Caterpillar TO-2, and Ford specifications M2C138-CJ and M2C166-H.* TWP-EXTENDED LIFE COOLANT PRE-DILUTED 50/50 OR APPROVED EQUAL - 750,000-mile protection: CAT EC-1 Approved Specifications Reference.*	900	GALLONS	\$6.45	\$5,805.00	FALSE	44.75	409.75	6.45	\$8.29	\$7,461.00	FALSE	41.45	455.95	8.29				NO BID			
9.)	1. BP-1C3501 2. Rheonon: 227805-487 3. Buhler: 9404206021 4. Buhler: 101-2844	275	GALLONS	\$3.51	\$965.25	FALSE	30.03	247.84	3.51	\$5.82	\$1,600.50	FALSE	NO BID	320.1	5.82				NO BID			
10.)	DEF OR DIESEL EXHAUST FLUID OR APPROVED EQUAL - Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55 gallon drums or bulk.	2750	GALLONS	\$1.63	\$4,482.50	FALSE	20.63	144.44	1.63	\$1.99	\$5,472.50	FALSE	NO BID	109.45	1.99				NO BID			
11.)	MOBILE SUPER SYNTHETIC BLEND OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for gasoline vehicles, SUV's, and light duty trucks. The synthetic blend protects from sludge and deposits for up to 5,000 miles. Helps to keep the engine clean with 15% extra cleaning additives, preventing sludge and deposit formation. Works to provide engine wear protection under a variety of operating conditions. Enhanced formulation (vs. Mobile basic conventional oil) helps conserve oil viscosity for easier cold-starting and recommended for gasoline vehicles and light duty trucks. Must meet or exceed the requirements of ILSAC GF-5, ILSAC GF-6A, API SN Plus, API SN, SM, SL, and SI as well as all previous ILSAC categories. FORD WSS-M2C94-A, FORD WSS-M2C94-B3, FORD WSS-M2C929-A, FORD WSS-M2C961-A2, GM 6094M, Chrysler MS-6399.*	2750	GALLONS	\$6.13	\$16,857.50	FALSE	43.13	393.88	6.13	\$6.70	\$18,425.00	FALSE	NO BID	368.5	6.7				NO BID			
Total				\$133.64						\$116.80								\$0.00				



BID 2025-025 - MOTOR OIL AND LUBRICANT cont.
OPENING: Tuesday, August, 27, 2025 at 3:00 p.m.

Line Item	Description	Quantity	Unit of Measure	GRESHAM PETROLEUM						KEY PERFORMANCE PETROLEUM						SAFETY-KLEEN SYSTEMS, INC.					
				Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
1.)	MOBILE DELVAC 1300 SPER OR APPROVED EQUAL/15w-40 - Products must meet or exceed Lubrication Standards for extra high-performance diesel engine oils for most service on and off-highway applications for modern, high-output, low-emission engines, including those with EGR Exhaust Gas Reduction and After Treatment System with Diesel Particulate Filters and Diesel Oxidation Catalysts but will also meet and exceed the requirements of the API CI-4, CI-4 PLUS, CH-4, SH, SL, Caterpillar ECF -3 and Cummins CES 20084 *	2750	GALLONS																		
2.)	UNIVERSAL TRACTOR HYDRAULIC FLUID SUPER OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for an all-weather Hydraulic Oil engineered to meet the tough demands of heavy duty, hydraulic-powered farm and commercial equipment. MUST operate over a wide range of temperatures. MUST HAVE a high-viscosity index to maintain its lubricity at high operating temperatures, must meet or exceed all-weather specifications of both Case New Holland 5525 and 3526 (Formerly Ford New Holland FHNH-2-C-200 & 2-C-201) and John Deere J20C & J20D, eliminating the need for seasonal oil changes.*	3900	GALLONS							\$8.60	\$23,630.00	FALSE	50.5	528	8.6	\$9.20	\$25,900.00	FALSE	55	560	9.2
3.)	RANDON HD ISO 46 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: -Vickers I-285-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) -Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-Q76C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-094, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	500	GALLONS							\$8.87	\$34,993.00	FALSE	51.85	542.85	8.87	\$8.50	\$33,150.00	FALSE	50	525	8.5
4.)	RANDON HDZ ISO 32 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of:-Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-Q76C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-094, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	500	GALLONS							\$6.27	\$3,135.00	FALSE	38.85	542.85	6.27	\$7.50	\$3,750.00	FALSE	44.5	467.25	7.5
5.)	DELO 400-15W-40 OR APPROVED EQUAL - Delo 400 LE SAE 15W-40 formulated to meet the requirements of post-2007 low emission engines equipped with advanced emission control technologies. Providing performance with Ultra Low Sulfur Diesel and also with normal and low sulfur diesel fuels must be backward compatible and may be used in older, conventional engines and gasoline engines.*	330	GALLONS							\$6.27	\$3,135.00	FALSE	38.85	542.85	6.27	\$7.50	\$3,750.00	FALSE	44.5	467.25	7.5
6.)	MOBILE DELVAC SYNTHETIC GEAR OIL OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards synthetic drivetrain lubricants engineered to meet the most demanding extended drain and warranty requirements. These products are designed for use in heavy-duty drivetrains that require gear lubricants with relatively high viscosity and excellent load-carrying capability and where extreme pressures and shock loading are expected. Low and high temperature applications, protection against thermal degradation and oxidation, reduced wear and corrosion, improved shear stability, extended service capability, and excellent fuel economy. These products meet or exceed the requirements of API service MT-1/GL-5 EP gear oil service classification and are recommended. * Must meet or exceed the requirements of the following industry and builder specifications: 1.BP GL-5/MT-1 2.BE J290 3.Branco STD 1.0 4.BF TE-ML 07A/08	110	GALLONS							\$8.60	\$2,838.00	FALSE	50.5	528	8.6	\$9.20	\$3,036.00	FALSE	55	560	9.2
7.)	MOBILE DELVAC SYNTHETIC ATF OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards recommended by Allison Transmission, Inc. meeting the Allison TES-295 Specification. The fluid is designed to meet the demanding requirements of modern heavy duty automatic transmissions. The synthetic base oil composition enables excellent performance even in the severest of operating conditions. *	600	GALLONS							\$11.34	\$1,269.40	FALSE	65.2	689.2	11.34	\$15.00	\$1,650.00	FALSE	99.75	1,100.00	15
8.)	DEXRON/MERCRON ATF (G) OR APPROVED EQUAL - Dexron III / Mercon Automatic Transmission Fluid is also approved for industrial transmission requirements such as Allison C-4, Caterpillar TO-2, and Ford specification M2C138-C2 and M2C166-A *	900	GALLONS							\$34.20	\$20,520.00	FALSE	178.5	1881.25	34.2			TRUE	100	1,145.00	
9.)	TRP-EXTENDED LIFE COOLANT PRELUDED 50/50 OR APPROVED EQUAL - 750,000-mile protection: CAT EC-1 Approved Specifications Reference: * 1.BP EC300 2.Behron: 227805-497 3.Bell: 9404206021 4.BP: 100-384	275	GALLONS							\$7.19	\$6,471.00	FALSE	43.45	450.45	7.19	\$8.85	\$7,865.00	FALSE		540	8.85
10.)	DEF OR DIESEL EXHAUST FLUID OR APPROVED EQUAL - Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55 gallon drums or bulk	2750	GALLONS									NO BID				\$5.75	\$1,581.25	FALSE		370	5.75
11.)	MOBILE SUPER SYNTHETIC BLEND OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for gasoline vehicles, SUV's, and light duty trucks. The synthetic blend protects from sludge and deposits for up to 5,000 miles. Helps to keep the engine clean with 15% extra cleaning additives, preventing sludge and deposit formation. Works to provide engine wear protection under a variety of operating conditions. Enhanced formulation (vs. Mobile basic conventional oil) helps conserve oil viscosity for easier cold starting and recommended for gasoline vehicles and light duty trucks. Must meet or exceed the requirements of ILSAC GF-5, ILSAC GF-4a, API SN Plus, API SN, SM, SL, and S and all previous ILSAC categories: FORD WSS-M2C946-A, FORD WSS-M2C946- B1, FORD WSS-M2C929-A, FORD WSS-M2C961-A1, GM 6094M, Chrysler MS-6395. *	2750	GALLONS							\$1.95	\$5,362.50	FALSE	17.25	162.25	1.95	\$2.40	\$6,600.00	FALSE		240	2.4
Total						NO BID				\$6.38	\$17,572.50	FALSE			6.38			TRUE			
											\$118,546.40						\$96,792.25				



City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-25

Fuel, Motor Oil And Lubricants

RESPONSE DEADLINE: September 16, 2025 at 3:00 pm

Report Generated: Monday, September 22, 2025

Arguindegui Oil Co. II, Ltd Response

CONTACT INFORMATION

Company:

Arguindegui Oil Co. II, Ltd

Email:

beto.lopez@argpetro.com

Contact:

Beto Lopez

Address:

105 Pennzoil
Edinburg, TX 78542

Phone:

N/A

Website:

N/A

Submission Date:

Sep 11, 2025 3:54 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

AOC_-_City_of_Edinburg_cert.pdf

PLEASE FILL OUT 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 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 HOUSE BILL 89 AND UPLOAD HERE*
HB 89

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

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

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

House_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN 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 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

Senate_Bill_13_Verification.pdf

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

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

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

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

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

Senate_Bill_19_Verification.pdf

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

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.

- [CITY OF EDINBURG NONCOLLUSI...](#)

NonCollusion_Affidavit_of_Prime_Bidder.pdf

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

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/forms/conflict/>.

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

2. SPECIFY NAME BRAND

SPECIFY UNLEADED FUEL BRAND NAME*

Valero Unbranded

SPECIFY DIESEL FUEL BRAND NAME*

Valero Unbranded

SPECIFY OIL BRAND NAME*

MOTOR OIL 15W-40

Products must meet MIL-L2104 C, heavy-duty lubrication oil and API Classification CI-4, CH-4, CF Gasoline & Diesel Engine, in 55-gallon drums or bulk.

AOC premium SB 15w40 for line item 1 and Phillips 66 ECT SB 15w40 for line item 5

SPECIFY HYDRAULIC FLUID BRAND NAME*

ISO 68, Dension HF-0, Vickers M-2950-S and I-286-S, Toast (2,000 hours minimum), delivered in 55-gallon drums or bulk.
AOC Premium Tractor Hydraulic Fluid

SPECIFY HYDRAULIC FLUID BRAND NAME*
DEF or DIESEL EXHAUST FLUID

Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55-gallon drums or bulk.

AOC DEF

PRICE TABLES
OIL & LUBRICANT SUPPLY
TWENTY-FOUR (24) MONTHLY SUPPLY

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
1.)	MOBILE DELVAC 1300 SPER OR APPROVED EQUAL/15w-40 - Products must meet or exceed Lubrication Standards for extra high-performance diesel engine oils for most service on and off-highway applications for modern, high-output, low-emission engines, including those with EGR Exhaust Gas Reduction and After Treatment System with Diesel Particulate Filters and Diesel Oxidation Catalysis but will also meet and exceed the requirements of the API CJ-4, CI-4 PLUS, CH-4, SM, SL, Caterpillar ECF – 3 and Cummins CES 20081*	2,750	GALLONS	\$7.49	\$20,597.50		49.94	466.81	7.49

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
2.)	UNIVERSAL TRACTOR HYDRAULIC FLUID SUPER OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for an all-weather Hydraulic Oil engineered to meet the tough demands of heavy-duty, hydraulic-powered farm and commercial equipment. MUST operate over a wide range of temperatures. MUST HAVE a high viscosity index to maintain its lubricity at high operating temperatures, must meet or exceed all-weather specifications of both Case New Holland 3525 and 3526 (formerly Ford New Holland FNHA-2-C-200 & 2-C-201) and John Deere J20C & J20D, eliminating the need for seasonal oil changes.*	3,900	GALLONS	\$6.11	\$23,829.00		43.06	391.19	6.11

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
3.)	RANDON HD ISO 46 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: - Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) - Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-0/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	500	GALLONS	\$5.15	\$2,575.00		38.25	338.25	5.15

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
4.)	RANDON HDZ ISO 32 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: - Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) - Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-0/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	500	GALLONS	\$5.06	\$2,530.00		37.81	333.44	5.06

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
5.)	DELO 400-15W-40 OR APPROVED EQUAL - Delo 400 LE SAE 15W-40 formulated to meet the requirements of post-2007 low emission engines equipped with advanced emission control technologies. Providing performance with Ultra Low Sulfur Diesel and also with normal and low sulfur diesel fuels must be backward compatible and may be used in older, conventional engines and gasoline engines. *	330	GALLONS	\$12.46	\$4,111.80		74.78	740.07	12.46

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

6.)	MOBILE DELVAC SYNTHETIC GEAR OIL OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards synthetic drivetrain lubricants engineered to meet the most demanding extended drain and warranty requirements. These products are designed for use in heavy-duty drivetrains that require gear lubricants with relatively high viscosity and excellent load- carrying capability and where extreme pressures and shock loading are expected. Low and high temperature applications, protection against thermal degradation and oxidation, reduced wear and corrosion, improved shear stability, extended service capability, and excellent fuel economy. These products meet or exceed the requirements of API	110	GALLONS	\$46.84	\$5,152.40		n/a	2,576.20	46.84
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[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
	service MT-1/GL-5 EP gear oil service classification and are recommended. * Must meets or exceed the requirements of the following industry and builder specifications: 1. API GL-5/MT-1 2. SAE J2360 3. Scania STO 1:0 4. ZF TE-ML 07A/08								

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
7.)	MOBILE DELVAC SYNTHETIC ATF OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards recommended by Allison Transmission, Inc. meeting the Allison TES-295 Specification. The fluid is designed to meet the demanding requirements of modern heavy duty automatic transmissions. The synthetic base oil composition enables excellent performance even in the severest of operating conditions. *	600	GALLONS	\$32.81	\$19,686.00		n/a	1,804.55	32.81

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
8.)	DEXRON/MERCRON-ATF (G) OR APPROVED EQUAL - Dexron III / Mercon Automatic Transmission Fluid is also approved for industrial transmission requirements such as Allison C-4, Caterpillar TO-2, and Ford specifications M2C138-CJ and M2C166-H.*	900	GALLONS	\$6.45	\$5,805.00		44.75	409.75	6.45
9.)	TRP-EXTENDED LIFE COOLANT PREDILUTED 50/50 OR APPROVED EQUAL - 750,000-mile protection: CAT EC-1 Approved Specifications Reference: * 1. TRP: EC3501 2. Chevron: 227805-497 3. Shell: 9404206021 4. CAT: 101-2844	275	GALLONS	\$3.51	\$965.25		30.03	247.84	3.51

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
10.)	DEF OR DIESEL EXHAUST FLUID OR APPROVED EQUAL - Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55 gallon drums or bulk.	2,750	GALLONS	\$1.63	\$4,482.50		20.63	144.44	1.63

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

11.)	MOBILE SUPER SYNTHETIC BLEND OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for gasoline vehicles, SUV's, and light duty trucks. The synthetic blend protects from sludge and deposits for up to 5,00 miles. Helps to keep the engine clean with 15% extra cleaning additives, preventing sludge and deposit formation. Works to provide engine wear protection under a variety of operating conditions. Enhanced formulation (vs. Mobile basic conventional oil) helps conserve oil viscosity for easier cold starting and recommended for gasoline vehicles and light duty trucks. Must meet or exceed the requirements of ILSAC GF-5, ILSAC GF-6A, API SN Plus, API SN, SM, SL, and SJ and all previous SLSAC categories. FORD WSS-M2C946-	2,750	GALLONS	\$6.13	\$16,857.50		43.13	391.88	6.13
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[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLON TOTE	55 GALLON BARREL	BULK GALLON
	A, FORD WSS-M2C946- B1, Ford WSS-M2C929-A, FORD WSS-M2C961-A1, GM 6094M, Chrysler MS-6395. *								
TOTAL					\$106,591.95				

UNLEADED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	UNLEADED FUEL - DELIVERY MARGIN	420,000	GALLON	\$0.01	\$4,200.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.1903	\$2.1903	
3	DELIVERY MARGIN	1	GALLON	\$0.01	\$0.01	
4	FEDERAL TAXES	1	GALLON	\$0.0036	\$0.0036	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0019	\$0.0019	
8	DELIVERY PRICE	1	GALLON	\$0.01	\$0.01	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$0.20	\$0.20	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$0.20	\$0.20	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON	No Bid	No Bid	X
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON	No Bid	No Bid	X
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON	No Bid	No Bid	X
TOTAL					\$4,202.8168	

DIESEL ULTRA LOW SULFUR CLEAR FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR CLEAR - DELIVERY MARGIN	220,000	GALLON	\$0.01	\$2,200.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.3804	\$2.3804	
3	DELIVERY MARGIN	1	GALLON	\$0.01	\$0.01	
4	FEDERAL TAXES	1	GALLON	\$0.0041	\$0.0041	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-25
Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.01	\$0.01	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$0.20	\$0.20	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$0.20	\$0.20	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON	No Bid	No Bid	X
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON	No Bid	No Bid	X
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON	No Bid	No Bid	X
TOTAL					\$2,203.0076	

DIESEL ULTRA LOW SULFUR DYED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR DYED - DELIVERY MARGIN	205,000	GALLON	\$0.01	\$2,050.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.375	\$2.375	
3	DELIVERY MARGIN	1	GALLON	\$0.01	\$0.01	
4	FEDERAL TAXES	1	GALLON	\$0.0041	\$0.0041	

[ARGUINDEGUI OIL CO. II, LTD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-25
 Fuel, Motor Oil And Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
5	STATE TAXES		GALLON	No Bid	No Bid	X
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.01	\$0.01	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$0.20	\$0.20	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$0.20	\$0.20	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON	No Bid	No Bid	X
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON	No Bid	No Bid	X
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON	No Bid	No Bid	X
TOTAL					\$2,052.8022	



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Arguindegui Management Co LLC PO Box 1425 Laredo, TX 78042	
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

Description of Operations/Locations/Vehicles:

Auto Physical Damage

Old Republic Insurance Company

Policy Number: MWTB 318480 25

Effective Dates: 02/01/2025-02/01/2026

Comprehensive/Collision Deductibles: \$250 - Minimum; \$1,000 - Tractors; 5% - Vehicle \$40K-\$50K; 10% - Vehicle \$50K-Higher

Contractor's Pollution/Transportation Liability

Aspen Specialty Insurance Company

Policy Number: ER010QL25

Effective Dates: 02/01/2025-02/01/2026

Limits: \$10,000,000

Ded per Incident: \$25,000

Property Coverage

Endurance American Insurance Company

Policy Number: IMP30058935601

Effective Dates: 02/01/2025-02/01/2026

\$12,505,032 in Blanket Building limits and \$1,803,000 in Blanket Personal Property Coverage and \$10,000 deductible.

Inland Marine Coverage

Hanover Insurance Company

Policy Number: IHD J707208 00

Effective Dates: 05/01/2024-02/01/2026

\$413,000 in Scheduled Equipment limits.

Named Insured Schedule:

Arguindegui Management Co., L.L.C.

AOC Holding Company, Inc.

Arguindegui Oil Co. II, LTD

Arguindegui Pump N Shop, LTD

Fleet Fueling Systems, LTD

Arguindegui Real Estate, LTD.

Arguindegui Investments, LTD.

AOC Calton, LTD., DBA Summit Building and Design

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Arguindegui Oil Co. II, Ltd
(Full, correct legal name)
- Address: 105 Pennzoil Loop
 - Telephone/Fax: 800-722-5251
 - Email address: csr@argpetro.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? Laredo, 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) (months)
- c. State the number of full-time employees at the Edinburg office. 10
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: Beto Lopez
Address: 6551 Star Court Laredo, TX 78041
Telephone: 800-722-5251 ext 46
Fax:
Email: beto.lopez@argpetro.com
8. Surety Information
- Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes () No (x).
- If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

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

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

☒ NO

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

☒ NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

☒ NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

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:

9/11/25

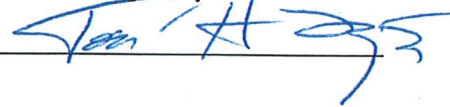
Company/Vendor Name:

Arguindegui Oil Co. II, Ltd

Printed Name and Title:

Beto Lopez-Pricing Manager

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

I, Beto Lopez, the undersigned representative of
Arguindegui Oil Co. II, Ltd, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Beto Lopez-Pricing Manager

TYPE/PRINT NAME AND TITLE:



DATE:

SENATE BILL 13 VERIFICATION

I, Beto Lopez, the undersigned representative of
Arguindegui Oil Co. II, Ltd, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

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


SIGNATURE OF COMPANY REPRESENTATIVE:

Beto Lopez-Pricing Manager

TYPE/PRINT NAME AND TITLE:

9/11/25
DATE:

SENATE BILL 19 VERIFICATION

I, Beto Lopez, the undersigned representative of
Arguindegui Oil Co. II, Ltd, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

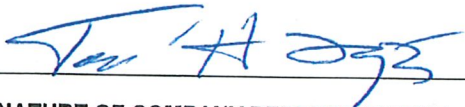
- (1) does not have a practice, policy, guidance, or directive that discriminates
against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or
firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

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

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

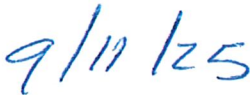
- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction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



SIGNATURE OF COMPANY REPRESENTATIVE:

Beto Lopez-Pricing Manager

TYPE/PRINT NAME AND TITLE:



DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Beto Lopez

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

- (1) He is ^{an Agent}~~President~~ of Beto Lopez, 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

[Signature]

Title

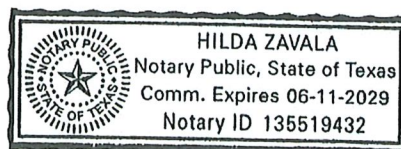
Pricing Manager

Subscribed and sworn to me this 11th day of Sept. 2025.

By:

[Signature]

Notary Public



My commission expires 6/11/2029

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Arguindegui Oil Co. II, Ltd

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 Beto Lopez

Name of signatory



Signature

9/11/25

Date

VENDOR'S LIST
MOTOR OIL, FUEL AND HEAVY EQUIPMENT
OILS & LUBRICANTS

GOLD STAR PETROLEUM, INC.
P.O. BOX 363
PHARR, TEXAS 78577
OFFICE: (956) 782-9407
FAX: (956) 702-7827
EMAIL: goldstarpetro@comcast.net

PICO PROPANE & FUELS
ATTN: JAIME RODRIGUEZ
P.O. BOX 323
WESLACO, TEXAS 78596
OFFICE: (956) 968-3154
EMAIL: jelliss@picopropane.com

HOLLON OIL CO
P.O. BOX 8068
WESLACO, TEXAS 78599
OFFICE: (956) 968-9581
FAX: (956) 969-2976
EMAIL: dcortez@hollonoil.com

VALLEY LUBRICANTS
ATTN: LINZY CLARK
HC 70 BOX 14
BROWNSVILLE, TEXAS 78521
OFFICE: (956) 831-4123
FAX: (956) 831-7860
EMAIL: sales@valleylubricants.com

OIL PATCH FUEL & SUPPLY
ATTN: GLORIA GREZ
4004 N. CAGE
PHARR, TEXAS 78526
OFFICE: (956) 781-9047
FAX: (956) 781-9874
EMAIL: lupe@oilpatchfuelandsupply.com

ARGUINDEGUI OIL CO. II, LTD
ATTN: BETO LOPEZ
P.O. BOX 1367
LAREDO, TX 78042
PHONE: (956) 371-9150
EMAIL: antonio.lopez@argpetro.com or csr@argpetro.com

VENDOR'S LIST
MOTOR OIL, FUEL AND HEAVY EQUIPMENT
OILS & LUBRICANTS

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PHARR, TEXAS 78526
OFFICE: (956) 781-9047
FAX: (956) 781-9874
EMAIL: lupe@oilpatchfuelandsupply.com

ARGUINDEGUI OIL CO. II, LTD
ATTN: BETO LOPEZ
P.O. BOX 1367
LAREDO, TX 78042
PHONE: (956) 371-9150
EMAIL: antonio.lopez@argpetro.com or csr@argpetro.com

Arguindegui Oil Co. II, Ltd Response

Pricing unsealed at Sep 16, 2025 3:02 PM

CONTACT INFORMATION

Company
Arguindegui Oil Co. II, Ltd 

Email
beto.lopez@argpetro.com

Contact
Beto Lopez

Address
105 Pennzoil
Edinburg, TX 78542

Phone
N/A

Website
N/A

Submission Date
Sep 11, 2025 3:54 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

1.1. Attach a copy of your company's insurance certificate.* Pass Fail
Please attach the insurance certificate

 [AOC - City of Edinburg_cert.pdf](#)

1.2. Please fill out General Questionnaire and upload here * Pass Fail
Please download the below documents, complete, and upload.

 [GENERAL_QUESTIONNAIRE.pdf](#)
 [Company_Providing_Proposal_General_Questionnaire.pdf](#)

1.3. Please fill out the Litigation Disclosure form and upload here* Pass Fail
Please download the below documents, complete, and upload.

 [LITIGATION_DISCLOSURE_FORM.pdf](#)
 [Litigation_Disclosure_Form.pdf](#)

1.4. Please fill out and sign the Conflict of Interest Disclosure form and upload here* Pass Fail
Please download the below documents, complete, and upload.

 [CONFLICT_OF_INTEREST.pdf](#)
 [Conflict_of_Interest_Disclosure.pdf](#)

1.5. Please fill out and sign House Bill 89 and upload here* Pass Fail
HB 89

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

1) does not boycott Israel; and

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

[HOUSE BILL 89 VERIFICATION.pdf](#)

[House_Bill_89_Verification.pdf](#)

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

Pass Fail

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

[SENATE BILL 13 VERIFICATION.pdf](#)

[Senate_Bill_13_Verification.pdf](#)

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

Pass Fail

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

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

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

[SENATE BILL 19 VERIFICATION.pdf](#)

[Senate_Bill_19_Verification.pdf](#)

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

Pass Fail

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.

[CITY OF EDINBURG NONCOLLUSION AFFIDAVIT.pdf](#)

[NonCollusion_Affidavit_of_Prime_Bidder.pdf](#)

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

Pass Fail

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/forms/conflict/>.

[CIQ.pdf](#)

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

Pass Fail

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

2. SPECIFY NAME BRAND

2.1. Specify Unleaded Fuel Brand Name*

Pass Fail

Valero Unbranded

2.2. Specify Diesel Fuel Brand Name*

Pass Fail

Valero Unbranded

2.3. Specify Oil Brand Name*

Pass Fail

MOTOR OIL 15W-40

Products must meet MIL-L2104 C, heavy-duty lubrication oil and API Classification CI-4, CH-4, CF Gasoline & Diesel Engine, in 55-gallon drums or bulk.

AOC premium SB 15w40 for line item 1 and Phillips 66 ECT SB 15w40 for line item 5

2.4. Specify Hydraulic Fluid Brand Name*

Pass Fail

ISO 68, Denson HF-0, Vickers M-2950-S and I-286-S, Toast (2,000 hours minimum), delivered in 55-gallon drums or bulk.

AOC Premium Tractor Hydraulic Fluid

2.5. Specify Hydraulic Fluid Brand Name*

Pass Fail

DEF or DIESEL EXHAUST FLUID

Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55-gallon drums or bulk.

AOC DEF

PRICE TABLES**OIL & LUBRICANT SUPPLY****TWENTY-FOUR (24) MONTHLY SUPPLY**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLO...
1.)	MOBILE DELVAC 1300 SPER OR APPROVED EQUAL/15w-40 - Products must meet or exceed Lubrication Standards for extra high-performance diesel engine oils for most service on and off- highway applications for modern, high-output, low-emission engines, including those with EGR Exhaust Gas Reduction and After Treatment System with Diesel Particulate Filters and Diesel Oxidation Catalysis but will also meet and exceed the requirements of the API CJ-4, CI-4 PLUS, CH-4, SM, SL, Caterpillar ECF – 3 and Cummins CES 20081*	2750	GALLONS	\$7.49	\$20,597.50		49.94

2.)	UNIVERSAL TRACTOR HYDRAULIC FLUID SUPER OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for an all-weather Hydraulic Oil engineered to meet the tough demands of heavy-duty, hydraulic-powered farm and commercial equipment. MUST operate over a wide range of temperatures. MUST HAVE a high viscosity index to maintain its lubricity at high operating temperatures, must meet or exceed all-weather specifications of both Case New Holland 3525 and 3526 (formerly Ford New Holland FNHA-2-C-200 & 2-C-201) and John Deere J20C & J20D, eliminating the need for seasonal oil changes.*	3900	GALLONS	\$6.11	\$23,829.00	43.06
3.)	RANDON HD ISO 46 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: -Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) -Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-0/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	500	GALLONS	\$5.15	\$2,575.00	38.25
4.)	RANDON HDZ ISO 32 OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: -Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) -Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-0/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	500	GALLONS	\$5.06	\$2,530.00	37.81

5.)	DELO 400-15W-40 OR APPROVED EQUAL - Delo 400 LE SAE 15W-40 formulated to meet the requirements of post-2007 low emission engines equipped with advanced emission control technologies. Providing performance with Ultra Low Sulfur Diesel and also with normal and low sulfur diesel fuels must be backward compatible and may be used in older, conventional engines and gasoline engines. *	330	GALLONS	\$12.46	\$4,111.80	74.78
6.)	MOBILE DELVAC SYNTHETIC GEAR OIL OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards synthetic drivetrain lubricants engineered to meet the most demanding extended drain and warranty requirements. These products are designed for use in heavy-duty drivetrains that require gear lubricants with relatively high viscosity and excellent load-carrying capability and where extreme pressures and shock loading are expected. Low and high temperature applications, protection against thermal degradation and oxidation, reduced wear and corrosion, improved shear stability, extended service capability, and excellent fuel economy. These products meet or exceed the requirements of API service MT-1/GL-5 EP gear oil service classification and are recommended. * Must meets or exceed the requirements of the following industry and builder specifications: 1. API GL-5/MT-1 2. SAE J2360 3. Scania STO 1:0 4. ZF TE-ML 07A/08	110	GALLONS	\$46.84	\$5,152.40	n/a

7.)	MOBILE DELVAC SYNTHETIC ATF OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards recommended by Allison Transmission, Inc. meeting the Allison TES-295 Specification. The fluid is designed to meet the demanding requirements of modern heavy duty automatic transmissions. The synthetic base oil composition enables excellent performance even in the severest of operating conditions. *	600	GALLONS	\$32.81	\$19,686.00	n/a
8.)	DEXRON/MERCRON-ATF (G) OR APPROVED EQUAL - Dexron III / Mercon Automatic Transmission Fluid is also approved for industrial transmission requirements such as Allison C-4, Caterpillar TO- 2, and Ford specifications M2C138-CJ and M2C166- H.*	900	GALLONS	\$6.45	\$5,805.00	44.75
9.)	TRP-EXTENDED LIFE COOLANT PREDILUTED 50/50 OR APPROVED EQUAL - 750,000-mile protection: CAT EC-1 Approved Specifications Reference: * 1. TRP: EC3501 2. Chevron: 227805-497 3. Shell: 9404206021 4. CAT: 101-2844	275	GALLONS	\$3.51	\$965.25	30.03
10.)	DEF OR DIESEL EXHAUST FLUID OR APPROVED EQUAL - Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de- ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55 gallon drums or bulk.	2750	GALLONS	\$1.63	\$4,482.50	20.63

11.)	MOBILE SUPER SYNTHETIC BLEND OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for gasoline vehicles, SUV's, and light duty trucks. The synthetic blend protects from sludge and deposits for up to 5,00 miles. Helps to keep the engine clean with 15% extra cleaning additives, preventing sludge and deposit formation. Works to provide engine wear protection under a variety of operating conditions. Enhanced formulation (vs. Mobile basic conventional oil) helps conserve oil viscosity for easier cold starting and recommended for gasoline vehicles and light duty trucks. Must meet or exceed the requirements of ILSAC GF- 5, ILSAC GF-6A, API SN Plus, API SN, SM, SL, and SJ and all previous SLSAC categories. FORD WSS- M2C946-A, FORD WSS- M2C946- B1, Ford WSS- M2C929-A, FORD WSS- M2C961-A1, GM 6094M, Chrysler MS-6395. *	2750	GALLONS	\$6.13	\$16,857.50	43.13
Total					\$106,591.95	

UNLEADED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	UNLEADED FUEL - DELIVERY MARGIN	420000	GALLON	\$0.01	\$4,200.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.1903	\$2.1903	
3	DELIVERY MARGIN	1	GALLON	\$0.01	\$0.01	
4	FEDERAL TAXES	1	GALLON	\$0.0036	\$0.0036	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0019	\$0.0019	
8	DELIVERY PRICE	1	GALLON	\$0.01	\$0.01	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$0.20	\$0.20	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$0.20	\$0.20	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON			✓

12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON			✓
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON			✓
Total					\$4,202.8168	

DIESEL ULTRA LOW SULFUR CLEAR FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR CLEAR - DELIVERY MARGIN	220000	GALLON	\$0.01	\$2,200.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.3804	\$2.3804	
3	DELIVERY MARGIN	1	GALLON	\$0.01	\$0.01	
4	FEDERAL TAXES	1	GALLON	\$0.0041	\$0.0041	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.01	\$0.01	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$0.20	\$0.20	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$0.20	\$0.20	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON			✓
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON			✓
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON			✓
Total					\$2,203.0076	

DIESEL ULTRA LOW SULFUR DYED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR DYED - DELIVERY MARGIN	205000	GALLON	\$0.01	\$2,050.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.375	\$2.375	
3	DELIVERY MARGIN	1	GALLON	\$0.01	\$0.01	
4	FEDERAL TAXES	1	GALLON	\$0.0041	\$0.0041	

5	STATE TAXES		GALLON			✓
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.01	\$0.01	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$0.20	\$0.20	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$0.20	\$0.20	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000		GALLON			✓
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000		GALLON			✓
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT		GALLON			✓
Total					\$2,052.8022	

Gold Star Petroleum, Inc Response

Pricing unsealed at Sep 16, 2025 3:02 PM

CONTACT INFORMATION

Company
Gold Star Petroleum, Inc  4.5

Email
goldstarpetro@comcast.net

Contact
Celena Spiegelhauer

Address
851 E US 83 Frontage Rd
San Juan, TX 78539

Phone
N/A

Website
N/A

Submission Date
Sep 16, 2025 12:07 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

1.1. Attach a copy of your company's insurance certificate.*

PassFail

Please attach the insurance certificate

 [COE - Certificate of Insurance.pdf](#)

1.2. Please fill out General Questionnaire and upload here *

PassFail

Please download the below documents, complete, and upload.

 [GENERAL QUESTIONNAIRE.pdf](#)

 [COE - General Questionnaire.pdf](#)

1.3. Please fill out the Litigation Disclosure form and upload here*

PassFail

Please download the below documents, complete, and upload.

 [LITIGATION DISCLOSURE FORM.pdf](#)

 [COE - Litigation Disclosure .pdf](#)

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

PassFail

Please download the below documents, complete, and upload.

 [CONFLICT OF INTEREST.pdf](#)

 [COE - Conflict of Interest Disclosure.pdf](#)

1.5. Please fill out and sign House Bill 89 and upload here*

PassFail

HB 89

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

1) does not boycott Israel; and

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

[HOUSE BILL 89 VERIFICATION.pdf](#)

[COE - House Bill 89.pdf](#)

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

Pass Fail

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

[SENATE BILL 13 VERIFICATION.pdf](#)

[COE - Senate Bill 13.pdf](#)

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

Pass Fail

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

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

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

[SENATE BILL 19 VERIFICATION.pdf](#)

[COE - Senate Bill 19.pdf](#)

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

Pass Fail

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.

[CITY OF EDINBURG NONCOLLUSION AFFIDAVIT.pdf](#)

[COE - Non Collusion Affidavit .pdf](#)

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

Pass Fail

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/forms/conflict/>.

[COE - COI.pdf](#)

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

Pass Fail

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

2. SPECIFY NAME BRAND

2.1. Specify Unleaded Fuel Brand Name*

Pass Fail

Valero/ Sunoco

2.2. Specify Diesel Fuel Brand Name*

Pass Fail

Valero/Sunoco

2.3. Specify Oil Brand Name*

Pass Fail

MOTOR OIL 15W-40

Products must meet MIL-L2104 C, heavy-duty lubrication oil and API Classification CI-4, CH-4, CF Gasoline & Diesel Engine, in 55-gallon drums or bulk.

No Bid

2.4. Specify Hydraulic Fluid Brand Name*

Pass Fail

ISO 68, Denson HF-0, Vickers M-2950-S and I-286-S, Toast (2,000 hours minimum), delivered in 55-gallon drums or bulk.

No Bid

2.5. Specify Hydraulic Fluid Brand Name*

Pass Fail

DEF or DIESEL EXHAUST FLUID

Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55-gallon drums or bulk.

No Bid

PRICE TABLES**OIL & LUBRICANT SUPPLY****TWENTY-FOUR (24) MONTHLY SUPPLY**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	5 GALLO...
1.)	MOBILE DELVAC 1300 SPER OR APPROVED EQUAL/15w-40 - Products must meet or exceed Lubrication Standards for extra high-performance diesel engine oils for most service on and off- highway applications for modern, high-output, low-emission engines, including those with EGR Exhaust Gas Reduction and After Treatment System with Diesel Particulate Filters and Diesel Oxidation Catalysis but will also meet and exceed the requirements of the API CJ-4, CI-4 PLUS, CH-4, SM, SL, Caterpillar ECF - 3 and Cummins CES 20081*		GALLONS			✓	

- | | | | |
|-----|---|---------|---|
| 2.) | UNIVERSAL TRACTOR
HYDRAULIC FLUID SUPER
OR APPROVED EQUAL -
Products must meet or
exceed Lubrication
Standards for an all-
weather Hydraulic Oil
engineered to meet the
tough demands of heavy-
duty, hydraulic-powered
farm and commercial
equipment. MUST operate
over a wide range of
temperatures. MUST HAVE
a high viscosity index to
maintain its lubricity at
high operating
temperatures, must meet
or exceed all-weather
specifications of both
Case New Holland 3525
and 3526 (formerly Ford
New Holland FNHA-2-C-
200 & 2-C-201) and John
Deere J20C & J20D,
eliminating the need for
seasonal oil changes.* | GALLONS | ✓ |
| 3.) | RANDON HD ISO 46 OR
APPROVED EQUAL -
Products must meet or
exceed Lubrication
Standards AND MUST
meet the requirements of:
-Vickers I-286-S, M-2950-
S, 35VQ-25 (ISO 32, 46,
68)
-Cincinnati Machine P-68
(ISO 32), P-70 (ISO 46), P-
69 (ISO 68)
-Denison HF-0/T6C, HF-2
(ISO 32, 46, 68)
-ANSI/AGMA 9005-D94,
Industrial Gear
Lubrication, for gear
lubrication as rust and
oxidation inhibited gear
oils (ISO 46, 68, 100, 150,
220) * | GALLONS | ✓ |
| 4.) | RANDON HDZ ISO 32 OR
APPROVED EQUAL -
Products must meet or
exceed Lubrication
Standards AND MUST
meet the requirements of:
-Vickers I-286-S, M-2950-
S, 35VQ-25 (ISO 32, 46,
68) -Cincinnati Machine P-
68 (ISO 32), P-70 (ISO 46),
P-69 (ISO 68)
-Denison HF-0/T6C, HF-2
(ISO 32, 46, 68)
-ANSI/AGMA 9005-D94,
Industrial Gear
Lubrication, for gear
lubrication as rust and
oxidation inhibited gear
oils (ISO 46, 68, 100, 150,
220) * | GALLONS | ✓ |

5.)	DELO 400-15W-40 OR APPROVED EQUAL - Delo 400 LE SAE 15W-40 formulated to meet the requirements of post-2007 low emission engines equipped with advanced emission control technologies. Providing performance with Ultra Low Sulfur Diesel and also with normal and low sulfur diesel fuels must be backward compatible and may be used in older, conventional engines and gasoline engines. *	GALLONS	✓
6.)	MOBILE DELVAC SYNTHETIC GEAR OIL OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards synthetic drivetrain lubricants engineered to meet the most demanding extended drain and warranty requirements. These products are designed for use in heavy-duty drivetrains that require gear lubricants with relatively high viscosity and excellent load-carrying capability and where extreme pressures and shock loading are expected. Low and high temperature applications, protection against thermal degradation and oxidation, reduced wear and corrosion, improved shear stability, extended service capability, and excellent fuel economy. These products meet or exceed the requirements of API service MT-1/GL-5 EP gear oil service classification and are recommended. * Must meets or exceed the requirements of the following industry and builder specifications: 1. API GL-5/MT-1 2. SAE J2360 3. Scania STO 1:0 4. ZF TE-ML 07A/08	GALLONS	✓

7.)	MOBILE DELVAC SYNTHETIC ATF OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards recommended by Allison Transmission, Inc. meeting the Allison TES-295 Specification. The fluid is designed to meet the demanding requirements of modern heavy duty automatic transmissions. The synthetic base oil composition enables excellent performance even in the severest of operating conditions. *	GALLONS	✓
8.)	DEXRON/MERCRON-ATF (G) OR APPROVED EQUAL - Dexron III / Mercon Automatic Transmission Fluid is also approved for industrial transmission requirements such as Allison C-4, Caterpillar TO- 2, and Ford specifications M2C138-CJ and M2C166- H.*	GALLONS	✓
9.)	TRP-EXTENDED LIFE COOLANT PREDILUTED 50/50 OR APPROVED EQUAL - 750,000-mile protection: CAT EC-1 Approved Specifications Reference: *	GALLONS	✓
10.)	1. TRP: EC3501 2. Chevron: 227805-497 3. Shell: 9404206021 4. CAT: 101-2844 DEF OR DIESEL EXHAUST FLUID OR APPROVED EQUAL - Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de- ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55 gallon drums or bulk.	GALLONS	✓

11.)	MOBILE SUPER SYNTHETIC BLEND OR APPROVED EQUAL - Products must meet or exceed Lubrication Standards for gasoline vehicles, SUV's, and light duty trucks. The synthetic blend protects from sludge and deposits for up to 5,00 miles. Helps to keep the engine clean with 15% extra cleaning additives, preventing sludge and deposit formation. Works to provide engine wear protection under a variety of operating conditions. Enhanced formulation (vs. Mobile basic conventional oil) helps conserve oil viscosity for easier cold starting and recommended for gasoline vehicles and light duty trucks. Must meet or exceed the requirements of ILSAC GF- 5, ILSAC GF-6A, API SN Plus, API SN, SM, SL, and SJ and all previous SLSAC categories. FORD WSS- M2C946-A, FORD WSS- M2C946- B1, Ford WSS- M2C929-A, FORD WSS- M2C961-A1, GM 6094M, Chrysler MS-6395. *	GALLONS	✓
Total			\$0.00

UNLEADED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	UNLEADED FUEL - DELIVERY MARGIN	420000	GALLON	\$0.0047	\$1,974.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.1903	\$2.1903	
3	DELIVERY MARGIN	1	GALLON	\$0.00	\$0.00	
4	FEDERAL TAXES	1	GALLON	\$0.00	\$0.00	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.0039	\$0.0039	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$1.70	\$1.70	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$3.45	\$3.45	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000	1	GALLON	\$5.45	\$5.45	

12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000	1	GALLON	\$6.95	\$6.95
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT	1	GALLON	\$3.45	\$3.45
Total					\$1,997.3973

DIESEL ULTRA LOW SULFUR CLEAR FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR CLEAR - DELIVERY MARGIN	220000	GALLON	\$0.0067	\$1,474.00	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.3804	\$2.3804	
3	DELIVERY MARGIN	1	GALLON	\$0.00	\$0.00	
4	FEDERAL TAXES	1	GALLON	\$0.00	\$0.00	
5	STATE TAXES	1	GALLON	\$0.20	\$0.20	
6	LUST FEE	1	GALLON	\$0.001	\$0.001	
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021	
8	DELIVERY PRICE	1	GALLON	\$0.0039	\$0.0039	
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$1.70	\$1.70	
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$3.45	\$3.45	
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000	1	GALLON	\$5.45	\$5.45	
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000	1	GALLON	\$6.95	\$6.95	
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT	1	GALLON	\$3.45	\$3.45	
Total					\$1,497.5874	

DIESEL ULTRA LOW SULFUR DYED FUEL DELIVERY AND OTHER FEES

Base price shall be the OPIS rack average, from the Edinburg Terminal for September 01, 2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	DIESEL ULTRA LOW SULFUR DYED - DELIVERY MARGIN	205000	GALLON	\$0.0067	\$1,373.50	
2	BASE PRICE EDINBURG OPIS AVERAGE FOR September 01, 2025 (NET PRICE AND GROSS PRICE)	1	GALLON	\$2.375	\$2.375	
3	DELIVERY MARGIN	1	GALLON	\$0.00	\$0.00	
4	FEDERAL TAXES	1	GALLON	\$0.00	\$0.00	

5	STATE TAXES	1	GALLON	\$0.00	\$0.00
6	LUST FEE	1	GALLON	\$0.001	\$0.001
7	OSITF FEE	1	GALLON	\$0.0021	\$0.0021
8	DELIVERY PRICE	1	GALLON	\$0.0039	\$0.0039
9	OTHER CHARGES - LESS THAN 2,500	1	GALLON	\$1.70	\$1.70
10	OTHER CHARGES - 2,500 BUT LESS THAN 5,000	1	GALLON	\$3.45	\$3.45
11	OTHER CHARGES - 5,000 BUT LESS THAN 8,000	1	GALLON	\$5.45	\$5.45
12	OTHER CHARGES - 8,000 BUT LESS THAN 10,000	1	GALLON	\$6.95	\$6.95
13	OTHER CHARGES 10,000 OR MORE, PER 5,000 GALLON INCREMENT	1	GALLON	\$3.45	\$3.45
Total					\$1,396.882



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

AWARDING OF BIDS

Agenda Item No: 10.B.

FY 2024 Operation Stonegarden Grant

1. Agenda Item:

Consider Authorizing the Purchase of One 2026 Chevy Tahoe, Including Accessories and Equipment Installation, Through the Cooperative Agreement, TIPS Contract No. 240901, and the Purchase of an Emergency Vehicle Package Through the Local Government Purchasing Cooperative Agreement (BuyBoard) Contract No. 698-23, and the Purchase of a Vehicle Radio System Through the Houston-Galveston Area Council Cooperative Agreement Contract No. RA05-21, Using Fiscal 2024 Operation Stonegarden Grant No. 3172510 Funds in the Amount of \$111,611.27. [Jaime Ayala, Chief of Police]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcwell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City was advised of the funding opportunity for the Fiscal Year 2024 Operation Stonegarden Grant on January 29, 2025, and submitted the application on January 31, 2025. This project was ratified by the City Council on February 4, 2025, and the City received official award notification on March 31, 2025. The grant period of performance is from March 1, 2025 to February 28, 2026. All grant funded activities and deliverables must be completed within this time frame.

The Fiscal Year 2024 Office of the Governor's Operation Stonegarden Grant No. 3172510 awarded the Edinburg Police Department funds in the amount of \$109,618.00 to purchase a specialized mission-ready vehicle. The vehicle, including accessories and equipment, will be used to increase patrols to detect and disrupt smuggling and other criminal activities along and surrounding the IH69C corridor. Increased patrols in this area will address concerns that impact the City of Edinburg as well as the nation, as smuggling and other border related crimes may have national consequences. These actions will allow the Edinburg Police Department to achieve and sustain the mission of the Operation Stonegarden Operational Plan by helping ensure border security along the southern border.

Estimated delivery of the 2026 Chevy Tahoe and aforementioned accessories will be within 90 days or less, from date of purchase order issuance. Procurement will adhere to federal, state and city policies as required. Grant funding will be used for the purchase of the 2026 Chevy Tahoe, accessories, equipment and installation, with any amount over the grant budget being funded through the Edinburg Police Department's General Fund.

Item Description	Vendor	Qty	Total Cost
------------------	--------	-----	------------

2026 Chevy Tahoe	Lake Country Chevrolet	1	\$54,939.75
Emergency Vehicle Package, Accessories and Installation including Freight	Dana Fleet	1	\$49,671.75
Vehicle Radio System	Motorola Solutions	1	\$6,999.77
TOTAL			\$111,611.27

3. Staff's Recommendation:

Consider Authorizing the Purchase of One 2026 Chevy Tahoe, Including Accessories and Equipment Installation, Through the Cooperative Agreement, TIPS Contract No. 240901, and the Purchase of an Emergency Vehicle Package Through the Local Government Purchasing Cooperative Agreement, Buy Board Contract No. 698-23, and the Purchase of a Vehicle Radio System Through the Houston-Galveston Area Council Cooperative Agreement Contract No. RA05-21, Using Fiscal 2024 Operation Stonegarden Grant No. 3172510 Funds in the Amount of \$111,611.27. [Jaime Ayala, Chief of Police]

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:

- A. Radio Quote
- B. Dana Fleet# 577337
- C. EDINBURG 2026 TAHOE QUOTE

Billing Address:
EDINBURG, CITY OF
P O BOX 1079
EDINBURG, TX 78540
US

Quote Date:08/01/2025
Expiration Date:10/20/2025
Quote Created By:
Sid Basaldua
sidb@stcradios.com

End Customer:
EDINBURG, CITY OF POLICE DEPT
JAMIE AYALA
JAIMEAYALA@CITYOFEDINBURG.COM
9562897745

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500			
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	1	\$2,747.72	\$2,747.72
1a	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$443.11	\$443.11
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	1	\$1,030.76	\$1,030.76
1c	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	\$257.69	\$257.69
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$4.69	\$4.69
1e	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$559.91	\$559.91
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00
1g	G67DT	ADD: REMOTE MOUNT E5 APXM	1	\$255.50	\$255.50
1h	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	1	\$8.76	\$8.76
1i	W22BA	ADD: STD PALM MICROPHONE APX	1	\$62.05	\$62.05
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$51.83	\$51.83
1k	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	1	\$36.50	\$36.50
1l	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00
1m	G843AH	ADD: AES ENCRYPTION AND ADP	1	\$408.80	\$408.80
1n	W969BG	ENH: MULTIKEY OPERATION	1	\$283.24	\$283.24
1o	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	1	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1p	QA03399AA	ADD: ENHANCED DATA APX	1	\$129.21	\$129.21
1q	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	1	\$480.00	\$480.00
Product Services					
2	LSV01Q00387A	DEVICE - TEMplete	1	\$120.00	\$120.00
3	LSV00Q00202A	DEVICE PROGRAMMING	1	\$120.00	\$120.00

Grand Total

\$6,999.77(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1d	QA01648AA	ASKHOMID = 02B5



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	577337-H
Customer No.	EPD

Bill To

EDINBURG POLICE DEPARTMENT
 1702 S Closner Blvd
 Edinburg, TX 78539

Ship To

(For Pickup - HARL)
 Dana Safety Supply - Harlingen
 5002 Logans Run
 Harlingen, TX 78550

Contact: Rogelio Garcia
Telephone: 956-289-7710
E-mail: rgarcia@cityofedinburg.com

Contact: Maria Rivera
Telephone: 281-728-1400
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/27/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
0	0	N	INFO BUY BOARD 698-23 Warehouse: HARL			0.0000	0.00
0	0	N	INFO EDINBURG PD Warehouse: HARL			0.0000	0.00
0	0	N	INFO **FRONT** Warehouse: HARL			0.0000	0.00
1	1	Y	EVP EMERGENCY VEHICLE PACKAGE Warehouse: HARL			42,721.7500	42,721.75
1	1	Y	VALR51J-PF3AL FED SIG 51" VALOR LIGHBAR, RBW/RBW, RBW/RBA/RBA/R Warehouse: HARL			0.0000	0.00
1	1	Y	HKB-TAH21-HP FED SIG 2022 SILVERADO PPV 52" LIGHT BAR Warehouse: HARL			0.0000	0.00
1	1	Y	PF400S17B FED SIG SIREN,400WATT,17BTN Warehouse: HARL			0.0000	0.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	750501 FED AS124 100W HI-OUTPUT SPEAKER W/UNIVERSAL HARDWARE Warehouse: HARL			0.0000	0.00
2	2	Y	750501-07 Mounting bracket for vertical applications Warehouse: HARL			0.0000	0.00
3	3	Y	EXPMOD32 FED SIG 32-CHANNEL EXPANSION MODULE Warehouse: HARL			0.0000	0.00
1	1	Y	OBDCABLE20-GMCAN OBD CABLE 21+ TAHOE Warehouse: HARL			0.0000	0.00
1	1	Y	BK0282TAH25 SMC PB450L6 ALUM BUMPER MICROPULSE ULTRA, 2025 TAHOE Warehouse: HARL			0.0000	0.00
1	1	Y	PB450L6 ALUM BUMPER MICROPULSE ULTRA FEDERAL SIGNAL 25-25 TAHOE HK0809TAH21 SETINA PUSHBUMPER WRAP 2021 TAHOE Warehouse: HARL			0.0000	0.00

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Sales Quote

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Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	COM3SRWC FED 6 LED light head; (3) LED Red, (3) LED White Warehouse: HARL center of the conosle			0.0000	0.00
1	1	Y	PFSYNC-1 FED SIG SYNC MODULE Warehouse: HARL			0.0000	0.00
0	0	N	INFO ** SIDE** Warehouse: HARL			0.0000	0.00
6	6	Y	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: HARL			0.0000	0.00
3	3	Y	MPSM6-FPIU20SMW FED SIG MICROPULSE WEDGES Warehouse: HARL OBSOLETE - MPSM6U-FPIU20SMW			0.0000	0.00
2	2	Y	MPSW9-RBW FED SIG MPS WIDE ANG, RED/BLUE/WHITE Warehouse: HARL UNDEER MIRROR LIGHT			0.0000	0.00

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Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MPSMW9-TAH21MIR Fed KIT BRKT MPSW9 MIRROR 21TAH Warehouse: HARL			0.0000	0.00
2	2	Y	UNDER MIRROR BARCKET XSM2-BRW FED Blue/Red/White DUAL HEAD MOUNT Warehouse: HARL			0.0000	0.00
0	0	N	INFO **REAR** Warehouse: HARL			0.0000	0.00
1	1	Y	ELSD-TAH21RBW FED SIG D-PILLAR LIGHTING SYSTEM, RBW, 21+ TAHOE/SI Warehouse: HARL			0.0000	0.00
6	6	Y	Lighting system, D-Pillar, 2021-2024 Chevrolet Tahoe/Suburban, Red/Blue/White 416309-RBW FED SIG CIRCLE (3) LED, TRI COLOR, RED/BLU/WHT Warehouse: HARL			0.0000	0.00
1	1	Y	4-REAR BUMPER 2- LIFT GATE FED-416302 FED LIFTGATE GROMMET KIT, PAIR, CHEVY TAHOE-21 Warehouse: HARL			0.0000	0.00

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Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	COM3SRWC FED 6 LED light head; (3) LED Red, (3) LED White Warehouse: HARL WORK LIGHT ON THE HATCH WITH A SWITH			0.0000	0.00
2	2	Y	416918-RBW FED SIG CORNER LED SYSTEM, R/B/W Warehouse: HARL INSIDE REAR CARGO WITH A ROKCET SWITCH.			0.0000	0.00
0	0	N	INFO **CONSOLE** Warehouse: HARL			0.0000	0.00
1	1	Y	C-VS-1012-TAH-2 HAV 22" ANGLED CONSOLE, 2025 TAHOE PPV Warehouse: HARL FACEPLATES/BRACKETS:			0.0000	0.00
1	1	Y	C-EB25-XTL-1P HAV 1-PIECE EQ BRKT FOR XTL REMOTE HEADS & APX750 Warehouse: HARL 1 PIECE BRACKET FOR REMOTE RADIO CONTROL HEAD *****			0.0000	0.00
1	1	Y	C-EB40-SSP-1P HAV EQUIPMENT MTG BRKT 1PC 4MS Warehouse: HARL			0.0000	0.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	577337-H
Customer No.	EPD

Bill To
EDINBURG POLICE DEPARTMENT 1702 S Closner Blvd Edinburg, TX 78539

Ship To
(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

Contact: Rogelio Garcia
Telephone: 956-289-7710
E-mail: rgarcia@cityofedinburg.com

Contact: Maria Rivera
Telephone: 281-728-1400
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/27/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: HARL			0.0000	0.00
1	1	Y	C-ARM-108 HAV SIDE MOUNTED FLIP UP ARM REST Warehouse: HARL			0.0000	0.00
1	1	Y	C-FP-25 HAV 2.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: HARL			0.0000	0.00
4	4	Y	C-FP-2 HAV 2.0 BLANK FILLER PLATE FOR CONSOLE Warehouse: HARL			0.0000	0.00
1	1	Y	C-LP2-USB-BL2 HAV CONSOLE ACCESSORY BRACKET W/ 2 LIGHTER PLUG Warehouse: HARL			0.0000	0.00
1	1	Y	DS-PAN-432-2 HAV, PANASONIC TOUGHBOOK CF-55 DOCK, +LIND, RMK Warehouse: HARL DS-PAN-432-2, Docking Station For Panasonic TOUGHBOOK 55 Laptop With Advanced Port Replication & Dual Pass-Thru Antenna Connections With LIND Power Supply, NOTE TAB			0.0000	0.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
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Sales Quote

Telephone: 800-847-8762

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EDINBURG POLICE DEPARTMENT 1702 S Closner Blvd Edinburg, TX 78539

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(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

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E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/27/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	CM-SDMT-SL-LED TROY HEIGHT ADJUSTABLE COMPUTER MOUNT, SIDE TO C Warehouse: HARL			0.0000	0.00
3	3	Y	BOLTS TO SIDE OF CONSOLE, WILL ACCOMMODATE A CUSTOMER SUPPLIED DOCKING STATION MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: HARL			0.0000	0.00
0	0	N	1- RADIO 1- SIREN 1- RADAR INFO **CAGE** Warehouse: HARL			0.0000	0.00
1	1	Y	KT-GM-SGRF-SC6-OP TROY DUAL WEAPON MOUNT W/SC6 UNIV LOCKS Warehouse: HARL			0.0000	0.00
1	1	Y	Dual weapon mount includes: (2) SC6 universal locks, (1) universal gunlock bracket, (1) handcuff style bracket KIT-TP-SL6-21TH-SS TROY PRISONER PARTITION Warehouse: HARL KIT-TP-SL6-21TH-SS			0.0000	0.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

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EDINBURG POLICE DEPARTMENT
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5002 Logans Run
Harlingen, TX 78550

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08/27/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	PS-21TH-OS-RL-FX TROY 2021 TH SEAT/BELTS/REAR PART Warehouse: HARL			0.0000	0.00
1	1	Y	PS-21TH-OS-RL-FX WG-21TH-SET TROY 2021 TAHOE WINDOW GUARDS Warehouse: HARL			0.0000	0.00
1	1	Y	WG-21TH-SET DC-21TH-SET Troy Door Covers Tahoe 21-22 Warehouse: HARL			0.0000	0.00
1	1	Y	2021-22 Chevy Tahoe driver and passenger side door covers; for passenger side only divide cost of full set in half for MSRP 805-0022-00 STALKER Dual - 2 Antenna Radar System Warehouse: HARL			0.0000	0.00
1	1	Y	END USER: MAKE YEAR & MODEL: 200-1683-00 STALKER FRONT KA CU/ANTENNA COMBO MOUNT ASSY, TAHOE Warehouse: HARL			0.0000	0.00

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Maria Rivera			Maria Rivera - Harlinger	IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	200-1476-00 STALKER 2021 Tahoe Rear Antenna Mount Warehouse: HARL		0.0000	0.00
1	1	N	INFO ** COMPUTER** Warehouse: HARL		0.0000	0.00
1	1	Y	MISC ARC.RBDM-G55WW-17-SSSRR-B Warehouse: HARL 5-IN-1 ANTENNA 1-GPS/ 2- 4G 5G/ 2-WIFI		0.0000	0.00
1	1	Y	FZ-55JV-35BM RUGGD WIN11 PRO, INTEL CORE i5-1345U VPRO, AMT, 14" Warehouse: HARL BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support		0.0000	0.00

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Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC FZ-VCN552W Warehouse: HARL			0.0000	0.00
1	1	Y	VGA+SERIAL+LAN MISC CF-SVCPSY5 Warehouse: HARL			0.0000	0.00
1	1	Y	SERVICE BUNDLE MISC FZ-VNF551W Warehouse: HARL			0.0000	0.00
1	1	Y	SMART CARD MISC MA5-0900600M-NNA Warehouse: HARL			0.0000	0.00
1	1	Y	CRADLEPOINT IBR900 ROUTER MA05-0920-C7A-NA USAT 5-yr NetCloud Mobile Essentials Plan W/920 Modem Warehouse: HARL			0.0000	0.00
0	0	N	INFO **CAMERA** Warehouse: HARL			0.0000	0.00

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Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	FOCUS2-51-00 COBAN FOCUS H2 IN-CAR SYSTEM - PACKAGE 2 Warehouse: HARL FOCUS H2 IN-CAR SYSTEM - PACKAGE 2 2 CAMERAS AND WIRELESS MICROPHONE Features: • 4.3" touchscreen monitor • GPS • Crash Sensor • Smart Power Module (SPM) w/ UPS • 16 GB internal Solid State OS drive • 128 GB internal Solid State Fail-Safe drive • 64 GB removable Thumb Drive • Internal 802.11 A/G/N/AC wireless card • Backseat wide angle IR camera with built in covert microphone • Front facing HD low profile color camera • Wireless microphone & receiver • Three year limited hardware warranty			0.0000	0.00
1	1	Y	MZZ-01 COBAN MIS- ADAPTER PLATE Warehouse: HARL			0.0000	0.00
1	1	Y	SCOPT-27 COBAN OPT- TWO DUAL-BAND ANTENNA 802.11 A/G/N Warehouse: HARL (includes two (2) antennas)			0.0000	0.00

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Harlingen, TX 78550

Contact: Rogelio Garcia
Telephone: 956-289-7710
E-mail: rgarcia@cityofedinburg.com

Contact: Maria Rivera
Telephone: 281-728-1400
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/27/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	LFEE-050 COBAN SHIPPING - IN CAR VIDEO SYSTEMS Warehouse: HARL			0.0000	0.00
0	0	N	INFO **REAR BOX** Warehouse: HARL			0.0000	0.00
1	1	Y	MISC INV-ES-FF-ET-TAH21-STPSTK-L/O Warehouse: HARL			0.0000	0.00
1	1	Y	INV-ES-FF-ET-BIRCH-P INNOVATIVE, BIRCH FALSE FLOOR Warehouse: HARL ELECTRONIC STORAGE, ACCESSORY, FALSE FLOOR, ELECTRONIC TRAY, "BIRCH BOARD ONLY" INSERT, 35"W X 21"D, FITS ALL FALSE FLOORS, POLY SPRAY FINISH ON TOP SIDE ONLY			0.0000	0.00
1	1	Y	INV-BOX-SD-382110-S INNOVATIVE SINGLE DRAWER BOX, 38"W X 21"D X 10"H Warehouse: HARL BOX, SINGLE DRAWER, 38" W X 21" D X 10" H, INCLUDES ELECTRONIC SLAM LATCH, DUAL PADDLE LATCHES, 500# DRAWER SLIDES, POLY COATED			0.0000	0.00

Print Date	09/26/25
Print Time	04:00:43 PM
Page No.	12

Printed By: Maria Rivera

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	577337-H
Customer No.	EPD

Bill To
EDINBURG POLICE DEPARTMENT 1702 S Closner Blvd Edinburg, TX 78539

Ship To
(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

Contact: Rogelio Garcia
Telephone: 956-289-7710
E-mail: rgarcia@cityofedinburg.com

Contact: Maria Rivera
Telephone: 281-728-1400
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/27/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC INV-BOX-ACC-SLIDE-3818 Warehouse: HARL BOX, ACCESSORY, TOP SLIDE OUT. TO FIT ON TOP OF INV-BOX-SD-3821 BOXES. UTILIZES LASER CUT FRAME, BRACKETS, LOCKING SLIDES, AND PULL HANDLES. POLY COATED FOR DURABILITY.			0.0000	0.00
1	1	Y	INV-BRKT-MSO INNOVATIVE MAGNETIC STAND OFF BRACKET Warehouse: HARL BRACKET, MAGNETIC STAND OFF (ATTACHED TO BOX FRONT HOLDING FALSE FLOOR LID OPEN)			0.0000	0.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: HARL CERAMIC OR STANDARD - CERAMIC LIMO, LEGAL, OR % - 20 WHICH WINDOWS - FRONT 2 WINDOW FRONT STRIP (Y/N) - N			0.0000	0.00
1	1	Y	GRAPHIC APPEARAL GRAPHIC Warehouse: HARL INCLUDES INSTALLATIN			0.0000	0.00

Print Date	09/26/25
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Printed By: Maria Rivera

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	577337-H
Customer No.	EPD

Bill To

EDINBURG POLICE DEPARTMENT
 1702 S Closner Blvd
 Edinburg, TX 78539

Ship To

(For Pickup - HARL)
 Dana Safety Supply - Harlingen
 5002 Logans Run
 Harlingen, TX 78550

Contact: Rogelio Garcia
Telephone: 956-289-7710
E-mail: rgarcia@cityofedinburg.com

Contact: Maria Rivera
Telephone: 281-728-1400
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/27/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Maria Rivera			Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	INSTALL GRAPH LAFERA INSTALL GRAPHICS FOR LAFERIA Warehouse: HARL			0.0000	0.00
1	1	Y	MISC NightRide PRO SL S04 384 (Ring) w/ Ethernet Warehouse: HARL			0.0000	0.00
1	1	Y	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: HARL			0.0000	0.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HARL			0.0000	0.00
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HARL			0.0000	0.00
1	1	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: HARL radio provided by customer			0.0000	0.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HARL LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			500.0000	500.00

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Page No.	14

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	577337-H
Customer No.	EPD

Bill To

EDINBURG POLICE DEPARTMENT
 1702 S Closner Blvd
 Edinburg, TX 78539

Ship To

(For Pickup - HARL)
 Dana Safety Supply - Harlingen
 5002 Logans Run
 Harlingen, TX 78550

Contact: Rogelio Garcia
Telephone: 956-289-7710
E-mail: rgarcia@cityofedinburg.com

Contact: Maria Rivera
Telephone: 281-728-1400
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/27/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Maria Rivera		Maria Rivera - Harlinger		IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HARL RADIO AND COBAN INSTALLATION Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		5,650.0000	5,650.00

Print Date	09/26/25
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Printed By: Maria Rivera

Subtotal	48,871.75
Freight	800.00
Order Total	49,671.75



PRODUCT PRICING SUMMARY

TIPS USA 240901 TRANSPORTATION

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF EDINBURG

Prepared by: GLEN ANGELLE

Contact: IRIS

Phone: 409-880-9191

Email: _____

Email: gangelle.cowboyfleet@gmail.com

Product Description: 2026 CHEVROLET TAHOE PPV

Date: August 28, 2025

A. Bid Item: _____

A. Base Price: \$ **51,909.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
		\$ -		EXT. BLACK	
	DR. SIDE SPOTLIGHT	\$ 800.00			
	BLIND SPOT/FORWARD COLLISION	\$ 395.00		CLOTH FRT/ VINYL REAR	
	FLASHER SYSTEM FRT/REAR	\$ 50.00		AM/FM/CD	
	5.3L V8			BLUE TOOTH	
	10-SPD AUTO				
	POWER LOCKS/WINDOWS				
	SKID PLATE				

Total of B. Published Options: \$ **1,245.00**

Published Option Discount (5%) \$ **(62.25)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
2025 UPGRADE	\$ 2,500.00	ACTUAL 2025 - 2026 PRICING MAY INCREASE	
		SIGNIFICANTLY DUE TO TARIFFS ON STEEL AND	
		OTHER COMMODITIES	

Total of C. Unpublished Options: \$ **2,500.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ **(1,352.00)**

G. Additional Delivery Charge: 400 miles

\$ **700.00**

H. Subtotal:

\$ **54,939.75**

I. Quantity Ordered 1 x H =

\$ **54,939.75**

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price Including TIPS Fee

\$ **54,939.75**



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

AWARDING OF BIDS

Agenda Item No: 10.C.

Purchase of Universal Nestable Containers

1. Agenda Item:

Consider Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

2. Description:

In an effort to continue providing efficient and cost-effective purchases for the City of Edinburg, the City continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas; Sourcewell, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), and Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City of Edinburg, through the Department of Solid Waste Management, currently services an estimated 28,000 residential accounts. We are currently seeking authorization to purchase new containers to replenish our Department service inventory for use with new services, upgrades, downgrades, and replacements in our residential, recycling and special collections programs from Toter per unit price as listed plus shipping. The purchase of these containers will allow for the replenishment of depleted inventory stock of these type of service containers and replacement parts.

Staff recommends the purchase through Toter Incorporated per unit price as listed plus shipping cost. They have been the single successful vendor meeting our minimum acceptable performance standards, warranty requirements, and specifications for these type of containers through both competitive open bidding and cooperative purchasing programs for more than five (5) successive years.

If approved, projected delivery is expected within three to four weeks of Purchase Order issuance.

Staff has verified that Toter, LCC, owes no monies to the City. Funding is available through the FY 2025-2026 Budget under Other.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Totler, LLC - Sourcewell Price
- B. Toter, LLC Letter



1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10360218

Sourcewell 

Awarded Contract

Contract # 120324-TOT

Sell To:

Contact Name	Dalinda Cardenas	Ship To Name	City of Edinburg
Bill To Name	City of Edinburg	Ship To	8601 N Jasman Rd
Bill To	415 W University Dr		Edinburg, TX 78540
	Co City Secretary		USA
	Edinburg, TX 78541	Quick Ship	☐
	USA		
Email	dcardenas@cityofedinburg.com		
Phone	(956) 388-8204 		

Quote Information

Salesperson	Rebecca Delander	Expiration Date	10/3/2025
Salesperson Email	rdelander@wastequip.com	Quote Number	WQ-10360218
Salesperson Phone	(651) 358-7136		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Cart Price :56.75 Body Color:1.00 Body HS 0.50 Lid HS .25 Ready to roll 1.50 Total \$ 60.00	---Body Color - (249) Sandstone ---Lid Color - (270) Brown ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---Fully Assembled Ready-to-Roll (Lids Down) ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	364.00	\$60.00	\$21,840.00
		Cart Price :56.75 Body Color:1.00 Body HS 0.50 Lid HS .25 Ready to roll 1.50 Total \$ 60.00	---Body Color - (709) Bluestone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---Fully Assembled Ready-to-Roll (Lids Down) ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	364.00	\$60.00	\$21,840.00
		Cart Price :56.75 Body	---Body Color - (709) Bluestone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White			



1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10360218

Sourcewell

Awarded Contract

Contract # 120324-TOT

**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Color:1.00	---Lid Hot Stamp Insert - Read from Street	364.00	\$60.00	\$21,840.00
		Body HS	(Existing) in White			
		0.50	---Wheels - 10in Sunburst			
		Lid HS .25	---Toter Serial Number Hot Stamped on			
		Ready to	Front of Cart Body in White			
		roll 1.50	---Fully Assembled Ready-to-Roll (Lids			
		Total \$	Down)			
		60.00	---Warranty - 12 Yrs Cart Body, All other			
			components 10 Yrs			

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$65,520.00
Shipping Terms	FOB Origin	Shipping	\$4,088.00
		Tax	\$0.00
		Grand Total	\$69,608.00

Additional Information

Additional Terms	Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: https://www.wastequip.com/terms-conditions-sale , as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.
Additional Information	Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California - if not disclosed, the receptacles and containers are not intended for use in California.
Special Contract Information	Sourcewell - Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#120324-TOT, eff. 4/4/2025), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10360218



September 2, 2025

Mr. Ramiro L. Gomez, Jr.
City of Edinburg
8601 N. Jasman Road
Edinburg, TX 78542

**RE: Toter, LLC - Rotational Molder of Two Wheel Carts on Sourcwell #120324-TOT –
"Waste and Recycling Collection Solutions" Cooperative Contract**

Dear Mr. Gomez,

Toter, LLC is the manufacturer for the patented Toter EVR II models of carts that the City of Edinburg is interested in purchasing. We are the largest rotational manufacturer of roll carts in North America. Toter carts have many features in design that make our containers unique. As a result, there are no competitors with all the same features. Moreover, we are the only roll cart manufacturer on the Sourcwell Contract referenced above that is manufacturing cart bodies with a rotational molding process.

With the purchase of Toter carts using our Sourcwell Cooperative Contract #120324-TOT, <https://www.sourcwell-mn.gov/cooperative-purchasing/120324-TOT>, the City is afforded unique design features including, but not limited to:

- Advanced Rotational Molding™ Manufacturing Process
- Patented 96, 64, 48, 32, 24, and 16 gallon available cart sizes
- Carts nest when completely assembled (with wheels and all components installed)
- Patented Upper Rugged Rim® provides cart strength and tight seal for lid
- Inboard wheels/axles prevent wheels damage in automated applications
- Interchangeable parts such as: wheels, wheel hardware, stop-bars, and lid hardware
- Unmatched Standard 12 year body warranty (plus 10 years on all other cart components)

Please allow me to take this opportunity to personally thank the City of Edinburg for your consideration of continuing to purchase of Toter products. Everyone at Toter is committed to supporting your needs in the future. These carts will give the City superior durability while offering substantial savings using a nestable cart for storage and delivery. This model will also allow the City to service the very attractive carts with both automated and semi-automated collection.

Sincerely,

A handwritten signature in blue ink that reads "Kellie K. Clark". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Kellie K. Clark
Sr. Manager of Bids/Contracts



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

AWARDING OF BIDS

Agenda Item No: 10.D.

Change Order No. 1 - Bid No. 2024-02, Phase - 1 Upgrades to Existing
Wastewater Treatment Plant Project

1. **Agenda Item:**

Consider the Approval of Change Order Number One (1) by MJM Diaz Corp. DBA MJM Constructors for Bid No. 2024-02, Phase 1- Upgrades to Existing Wastewater Treatment Plant Project to Increase the Contract Amount by \$3,397,168.86 and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**

On April 16, 2024, MJM Diaz Corp. DBA MJM constructors were awarded the contract for Bid No. 2024-02, Phase 1 - Upgrades to Existing Wastewater Treatment Plant Project, in the amount of \$23,664,569.00. The proposed change order covers the cost of repairing or replacing existing plant components that have deteriorated beyond serviceable condition. This change order is essential to ensure the long-term functionality and reliability of the plant. The proposed work includes the following items

1. **Replacement of all corroded piping for both the Plant Lift Station and the Effluent Lift Station.**

Importance: Corrosion weakens the structural integrity of pipes, increasing the risk of leaks and catastrophic failures. This replacement prevents potential sewage spills, which can contaminate local water sources and create significant environmental and health hazards. This replacement ensures the safe and proper transfer of treated effluent, protecting local water bodies from contamination.

2. **Rehabilitation of the plant's Odor Control System, which is currently not operating correctly.**

Importance: Odors from wastewater treatment can be a source of significant disruption for nearby residents and damage the facility's public perception. This rehabilitation will mitigate nuisance odors, helping to improve community relations and ensure the plant meets local standards for emissions. A properly functioning odor control system protects the health of plant personnel and improves the quality of life for the surrounding community.

3. **Total replacement of severely corroded components on Final Clarifiers #1 and #2, including the mechanisms, bridges, and rake.**

Importance: Clarifiers separate solids from treated water. Corroded or failed components can lead to inefficient solid removal, potentially resulting in the release of inadequately treated wastewater into the environment. Replacing these mechanisms is crucial for maintaining effective water treatment and regulatory compliance.

4. **Replacement of one channel within the UV Disinfection System.**

Importance: UV disinfection is a critical step for inactivating disease-causing pathogens in the treated water before it is discharged. The failure of one channel compromises the system's effectiveness and risks the release of contaminated water, posing a severe public health risk.

5. Upgrades to the electrical power system on the existing Oxidation Ditch Plant 4.

Importance: Reliable electrical power is essential for continuous operation of the oxidation ditch, which is a key component of the biological treatment process. An upgrade is needed to prevent power failures that could cause a system shutdown, leading to untreated sewage discharge and potential equipment damage.

6. Adjustments to the Existing Clarifier Bottom to accommodate the proper installation of new diffusers.

Importance: Diffusers play a critical role in the aeration process, which is necessary for the biological treatment of wastewater. Proper installation, ensured by adjusting the clarifier bottom, optimizes the aeration process, maximizing treatment efficiency and preventing equipment damage.

These items were not part of the original bid scope as no significant issues were identified at the time. Current conditions warrant immediate attention to avoid future operational disruptions and costlier repairs. Additional construction days will be added to the project due to the additional scope of work and weather delays. If the change order is approved, the revised construction cost will be \$27,061,737.86 and the new substantial completion date will be July 23, 2026.

Funding is available from a combination of the Texas Water Development Board - CWSRF Project No. 73931 Loan and from the Utility Fund, with water and sewer rate revenues used to cover the cost of the proposed change order.

3. Staff's Recommendation:

Approval of Change Order Number One (1) by JMJ Diaz Corp. DBA JMJ Constructors for Bid No. 2024-02, Phase 1- Upgrades to Existing Wastewater Treatment Plant Project to Increase the Contract Amount by \$3,397,168.86 and Authorize the City Manager to 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. Change Order No. 1

CHANGE ORDER

NO. 1

PROJECT: Phase 1 Upgrades to Existing WWTP

DATE OF ISSUANCE: 08/28/25

OWNER: City of Edinburg

TWDB PROJECT NO.: 73931

ADDRESS: 415 W. University Drive
Edinburg, Texas 78539

CONTRACTOR: JMJ Constructors

ENGINEER: Melden & Hunt, Inc.

ADDRESS: 2005 N. Los Ebanos Blvd.
Alton, Texas 78573

CONTRACT FOR: City of Edinburg WWTP

ENGINEER'S PROJECT NO.: 21080

You are hereby directed to make the following changes in the Contract Documents.

Description: Contract changed to provide for additional cost related to additional work for repairs on existing facilities requested by the City as described in Attachment A.

Purpose: To ammend the contract as provided for in the General Conditions.

Attachments: Attachment A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price <u>\$23,664,569.00</u>	Original Contract Time: <u>674 calendar days</u> days
Previous Change Order No.s: <u>0</u> <u>\$0.00</u>	Change from Previous Change Orders: <u>0</u> days
Contract Price prior to this Change Order <u>\$23,664,569.00</u>	Contract Time prior to this Change Order: <u>674 calendar days</u> days
Net Increase of this Change Order <u>\$3,397,168.86</u>	Net Increase of this Change Order * <u>180</u> days
Contract Price with all approved Change Orders <u>\$27,061,737.86</u>	Contract Time with all approved Change Orders <u>854 calendar days</u> days

APPROVED:

APPROVED:

Owner

Mr. Gerardo Carmona, P.E.
Utilities Director
City of Edinburg

Contractor

Jose L. Diaz, President
JMJ Constructors

RECOMMENDED:

Engineer

Allan F. Booe, P.E.
Melden & Hunt Inc.

* These days will also be added to the substantial completion date.

Attachment A
Description of Change Order #1 Items

Item	Description	Increase/(Decrease) Contract Price
1	This item represents a request by the City for the Contractor to repair the Plant Lift Station discharge piping damaged as a result of corrosion.	\$706,318.86
2	This item directs the Contractor to rehabilitation the treatment plant's non-functional odor control system.	\$201,000.00
3	The clarifier mechanisms on Final Clarifiers #1 & #2 on the Basin Plant have been in service for a long time and the bridge, rakes and other components are corroded to the extent that the best option is total replacement. The Contractor has been instructed to provide the materials labor and equipment for this replacement.	\$981,400.00
4	This item represents a request by the City for the Contractor to repair the Plant Effluent Lift Station discharge piping damaged as a result of corrosion.	\$644,450.00
5	The City has recently replaced one of two channels in the UV disinfection system. This item directs the Contractor to provide the materials, labor, and equipment to replace the UV equipment in the second channel	\$549,000.00
6	Upgrade the electrical powering all eight (8) brush aerators installed on the existing oxidation ditch plant (Plant 4)	\$269,000.00
7	On the conversion of final clarifiers to digester, the final bottom of the basin needs to be raised approximately five feet so that all of the diffusers will fit properly in the basin. This will require the addition of approximately 4' of select fill material above and over the entire bottom of the basin. This increase in elevation will require the extension of all drains and pressure relief valves.	\$46,000.00
TOTAL CHANGE IN CONTRACT BY THIS CHANGE ORDER		\$3,397,168.86



2005 N Los Ebanos Blvd.
 Alton, Texas 78573
jmiconstructors@gmail.com
 956-598-6665

Gerardo Carmona
 City of Edinburg

Re: City of Edinburg WWTP Change Order #1

Item	Description	Weeks	Qty	Unit	Price	Cost
CO1-A	Edinburg WWTP Phase #1 Lift Station repair: 3 Discharge lines Piping (Domestic)	36 Weeks	1	LS	\$706,318.86	\$706,318.86
CO1-B	Edinburg WWTP Phase 1 Trojan UV 2ND Channel Upgrades	24 Weeks	1	LS	\$549,000.00	\$549,000.00
CO1-C	Edinburg WWTP Phase 1 Effluent Lift Station Replacement with Flygt Pump and Bases	28 Weeks	1	LS	\$644,450.00	\$644,450.00
CO1-D	Edinburg WWTP Phase 1 Replacement of the West Clarifiers	32 Weeks	1	LS	\$981,400.00	\$981,400.00
CO1-E	Edinburg WWTP Phase 1 Odor Control Repair	25 Weeks	1	LS	\$201,000.00	\$201,000.00
CO1-F	Edinburg WWTP Phase 1 Upgrade Rotors Electrical Upgrade	8 Weeks	1	LS	\$269,000.00	\$269,000.00
CO1-G	Edinburg WWTP Clarifier Conversion to Digester modifications (For Second Clarifier)	8 Weeks	1	LS	\$46,000.00	\$46,000.00
						\$3,397,168.86

Notes:

- 6 Months required additional after February of 2026 leading into August of 2026.

Thank you

JMJ Constructor



2005 N Los Ebanos Blvd.
 Alton, Texas 78573
jmiconstructors@gmail.com
 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-A

Re: Edinburg WWTP Lift Station: 3 Discharge lines Piping CO (Domestic)

Item	Description	Qty	Unit	Price	Cost
1	Materials: (Domestic) - Valves - Spool pieces - Accessories	1	LS	\$667,318.86	\$667,318.86
2	Labor	1	LS	\$25,000.00	\$25,000.00
3	Machinery	1	LS	\$10,000.00	\$10,000.00
4	Misc Materials - Sand - Gravel - Select Fill	1	LS	\$4,000.00	\$4,000.00
Total					\$706,318.86
Exclusions & Terms - No Bypass to be provided JMJ - Any other work that needs to be performed will be subject to a change order - Credit card payment will be subject to a 4% Processing Fee					

Thank you
 JMJ Constructors



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 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-B

Re: Edinburg WWTP Phase 1 Trojan UV 2ND Channel Upgrades

Item	Description	Qty	Unit	Price	Cost
1	Trojan UV System - Standard UV3000Plus System - Trojan System Control - Trojan Ultrasonic Water Level Sensor	1	LS	\$467,500.00	\$467,500.00
2	Electrical work needed to install Trojan Equipment	1	LS	\$50,000.00	\$50,000.00
3	Labor	1	LS	\$31,500.00	\$31,500.00
Total					\$549,000.00
Notes: 4% processing fee if paid with Credit Card - Anything not mentioned in the proposal will be subject to a change order - All material is domestic					
Exclusions:					

Thank you
 JMJ Constructor



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 Alton, Texas 78573
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 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-C

Re: Edinburg WWTP Phase 1 Effluent Lift Station Replacement

Item	Description	Qty	Unit	Price	Cost
1	Piping & Fittings (AIS)	1	LS	\$340,200.00	\$340,200.00
2	Bypass and labor	1	LS	\$120,000.00	\$120,000.00
Total					\$460,200.00
<u>Notes:</u> • 4% processing fee if paid with Credit Card • Anything not mentioned in the proposal will be subject to a change order • All material is domestic					
<u>Exclusions:</u> •					

Re: Alternative Flygt pump and bases

Item	Description	Qty	Unit	Price	Cost
1	(1) Flygt Pump Model NP-3301 (4) Pump bases	1	LS	\$152,250.00	\$152,250.00
2	Installation of Pump & Base	1	LS	\$30,000.00	\$30,000.00
3	Electrical (Disconnect and reconnect of existing Pumps and new Pump) (All existing wire to be used)	1	LS	\$2,000.00	\$2,000.00
Total					\$184,250.00
<u>Notes:</u> • 4% processing fee if paid with Credit Card • Anything not mentioned in the proposal will be subject to a change order • All material is domestic • (Electrical) Disconnect and reconnect of existing Pumps and new Pump • (Electrical) All existing wire to be used)					
<u>Exclusions:</u> •					

Thank you
 JMJ Constructor



2005 N Los Ebanos Blvd.
 Alton, Texas 78573
jmiconstructors@gmail.com
 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-D

Re: Edinburg WWTP Phase 1 Replacement of the West clarifiers

Item	Description	Qty	Unit	Price	Cost
1	<u>JMJ Constructors will provide the following for the City of Edinburg West Clarifier Replacements:</u> (2) 45Ft Diameter Clarifier mechanism - Install of 2 Clarifiers (based on HRM Environmental Scope) - Electrical work	1	LS	\$981,400.00	\$981,400.00
Total					\$981,400.00
<u>Notes:</u> 4% processing fee if paid with Credit Card - Anything not mentioned in the proposal will be subject to a change order					
<u>Exclusions:</u> - SCADA. - PLC Programing.					

Thank you

JMJ Constructor



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 Alton, Texas 78573
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 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-E

Re: Edinburg WWTP Phase 1 Odor Control Repair

Item	Description	Qty	Unit	Price	Cost
1	<u>JMJ Constructors will provide the following for the City of Edinburg Odor control repair:</u> • Replacement Fan • (4) Replacement Recirculation Pumps • (4) Replacement Recirculation Nozzle • (4) Pressure switches & Gauges • (4) Replacement 1" Full Cone Nozzle • (2) Odor Control- Control panels • Start-up • Electrical Services ○ Install of Control panel ○ Wire ○ Terminations • JMJ Constructors ○ Labor ○ PVC Fittings ○ Machinery	1	LS	\$201,000.00	\$201,000.00
Total					\$201,000.00

Notes:

- 4% processing fee if paid with Credit Card
- Anything not mentioned in the proposal will be subject to a change order

Thank you

JMJ Constructor



2005 N Los Ebanos Blvd.
Alton, Texas 78573
jmiconstructors@gmail.com
956-598-6665

Edinburg Wastewater Plant
1202 N M RD
Edinburg, TX 78539

CO1-F

Re: Edinburg WWTP Phase 1 Upgrade Rotors Electrical Upgrade

Item	Description	Qty	Unit	Price	Cost
1	<u>1. Rotor Electrical Upgrade</u> - We hereby propose to furnish and install as per proposed drawing and specs: - Underground Conduit. - Aboveground Conduit. - Electrical Duct Banks. - Wire and terminations. [1] Electrical Concrete Handhole 4'x4'x4' with Hinged Galvanized Parkway Cover Marked "Electric". <u>In addition:</u> - Uninstall existing wire. - Demolition as required. - The existing breakers at MCC will be used to supply power to Rotor Control Panels.	1	LS	\$249,500.00	\$249,500.00
2	<u>2. Alternative Conduits for SCADA + Spare Conduits for Future Use</u> We hereby propose to furnish and install as per proposed drawing and specs: [1] 1" Conduit from Electrical Room to Rotor No.1 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.2 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.3 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.4 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.5 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.6 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.7 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.8 for SCADA statuses.	1	LS	\$19,500.00	\$19,500.00

	• [1] 1" Spare Conduit from Electrical Room to Rotor No.1 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.2 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.3 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.4 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.5 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.6 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.7 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.8 for future use.				
Total	Total cost of Line Item #1				\$249,500.00
Total	Total cost of Line Item #1 + Line Item #2				\$269,000.00
Exclusions & Terms • Any work not described in our proposal or in the drawing attached in the proposal • 60 additional days are needed for completion of this work					

Thank you
JMJ Constructors



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 Alton, Texas 78573
jmiconstructors@gmail.com
 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-G

Re: Edinburg WWTP Clarifier Conversion to Digester modifications (For Second Clarifier)

Item	Description	Qty	Unit	Price	Cost
1	<u>Existing Clarifier Conversion material for Drains & Relief Valves</u>	1	LS	\$46,000.00	\$46,000.00
	• 8" SS Pipe with Flange opening • 10" SS Pipe with Flange opening • Vanstone flanges • 8" PVC Pipe Sch 40 • SS Bolts • Labor				
	<u>Existing Clarifier Conversion Select fill material</u> • Caliche • Hauling • Labor (Compacting)				
Total					\$46,000.00
Exclusions & Terms •					

Thank you
 JMJ Constructors



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONTRACTUAL

Agenda Item No: 11.A.

Unit 7 Cell 1A Construction Quality Assurance and General Services

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Agreement with WSP USA, Inc. Based on RFQ No. 2021-001, in the Amount of \$400,000 for Bid Document Preparation and Construction Design, Cell Construction and Liner Installation Quality Control Assurance, Liner Quantity Certification Surveying, Technical/Construction Certification and Reporting, and General Project Oversight for Unit 7, Cell 1A under TCEQ Permit MSW956-C to the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

The Edinburg Landfill under its current operational permit obligations must submit reporting to the Texas Commission on Environmental Quality required by Title 30 of the Texas Administrative Code Chapter 330; Subchapter H, Liner Systems Design and Operation; to provide assurances that the construction and liner installation conducted for Cell 1A is compliant with our current permit obligations and safe operating standards insuring public health and safety.

The Agreement encompasses all services necessary to conduct Bid Document Preparation and Construction Design, Cell Construction and Liner Installation Quality Control Assurance, Liner Quantity Certification Surveying, Technical/Construction Certification and Reporting, and General Project Oversight for Unit 7, Cell 1A for the Edinburg Regional Landfill as required under the landfill's current permit obligations.

Staff and Hanson Professional Services, Inc., as the appointed Engineer of Record for the Edinburg Regional Sanitary Landfill Facility is recommending WSP USA, Inc., from the landfill's engineers list approved by the Edinburg City Council on March 16, 2021, for this project due to their experience and technical expertise in the project area.

Funding is available through the FY 2024-2025 Budget under Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025 in the amount of \$400,000.

Staff has verified that no monies are owed to the City by WSP USA, Inc.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into an Agreement with WSP USA, Inc. Based on RFQ No. 2021-001, in the Amount of \$400,000 for Bid Document Preparation and Construction Design, Cell Construction and Liner Installation Quality Control Assurance, Liner Quantity Certification Surveying, Technical/Construction Certification and Reporting, and General Project Oversight for Unit 7, Cell 1A under TCEQ Permit MSW956-C to the Edinburg Regional Sanitary Landfill Facility.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Celene Casarez, Assistant
Director of Solid Waste

Attachments:

- A. WSP USA, Inc. Proposal
- B. Agreement
- C. Master Agreement
- D. Certificate of Liability Insurance



PROPOSAL

Edinburg, Hidalgo County, Texas

Submitted to:

Ramiro L. Gomez, Jr.

City of Edinburg
Department of Solid Waste Management
8601 N. Jasman Road
Edinburg, Texas 78540

Submitted by:

WSP USA Inc.

9655 Katy Fwy, Suite 200, Houston, Texas, USA 77024
+1 281 821 6868

Proposal No: 2025US465300

August 27, 2025



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August 27, 2025

This proposal is submitted in response to your verbal request for proposal. WSP USA Inc. (WSP) is pleased to submit the following scope of services to provide certain professional services at the Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C.

1.0 SCOPE OF SERVICES

To provide engineering services for the Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C. These services will include Construction Design and Bid Document preparation for Unit 7, Cell 1; Construction Quality Assurance (CQA) support; and General Services

1.1 Bid Preparation & Construction Design

Construction Design

The Unit 7, Cell 1A construction project will include detailed design of an approximately 8-acre cell in accordance with the approved TCEQ Permit MSW-956C. WSP will finalize the design and construction drawings using the latest flyover topography. WSP will rely on our experience performing similar work at this site and guidance from the City to incorporate design features that will facilitate construction.

Construction Drawings

WSP will prepare a drawing package to support construction activities related to the construction of Unit 7, Cell 1A. This construction drawing package will be prepared in accordance with the existing Permit documents. WSP will utilize, to the extent possible, the existing details from the previous cell construction projects to reduce the overall cost associated with this effort. The drawing package will be generated with AutoCAD 2024 and the detailed construction drawings will be presented as 11-in by 17-in "B"-size drawings. Plan view drawings will be located with respect to the site grid system and state plan coordinates (northing and easting). The detailed construction drawings will describe the components and the design using grading control points; grid control points will be provided at the request of the City of Edinburg as a separate drawing.

WSP anticipates the construction drawings prepared for this project will consist of the following for Unit 7, Cell 1A:

- Cover Sheet
- Site Plan with Topography
- Subgrade Grading Plan
- Clay Liner Grading Plan
- Protective Cover Grading Plan
- Sections and Details I
- Sections and Details II

We have made the following assumptions regarding the generation of construction drawings.

August 27, 2025

- *Two sets of draft drawings will be adequate for the City of Edinburg for review and comment prior to submitting the final work product.*

Material Quantities

WSP will provide material quantities required for the construction of Unit 7, Cell 1A. The construction material quantities will be included in the bid form within the developed bid package.

We have made the following assumptions regarding generation of construction material quantities for Unit 7, Cell 1A.

- WSP will utilize the 2024 aerial topography including property lines, state plane coordinates, and the site grid system.
- WSP will provide survey services as needed.

Bid Document Preparation and Review

This task consists of preparing a bid and specification package for the construction of Unit 7, Cell 1A in the Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C. The bid package will include construction drawings containing subgrade, leachate collection system, protective cover plans and liner system details; construction quantities; and contract documents. The contract documents provided will be Engineers Joint Contract Documents Committee (EJCDC). This task also includes distribution of the bid document packages and up to three addenda to the package. It is assumed the area of concern has not been disturbed after the latest 2024 aerial flyover.

Pre-Bid and Bid Opening

This task includes applicable expenses and time for WSP personnel to prepare for and chair the pre-bid meeting, review, and reply to information requests by prospective bidders, issue addenda and attend the bid opening at City Hall. In addition, it includes review and qualification of bids submitted, tabulation of bids and recommendations to the City for award of the project.

1.2 Project Oversight

This includes traveling to the site by Engineer of Record or representative to monitor construction progress and facilitate meetings, coordinate construction activities, and meet with City officials, home office project controls administration for accurate reporting on expenditures, schedule management and field coordination.

1.3 Construction Quality Assurance (CQA)

This task includes the usage of resident technicians to provide construction quality assurance (CQA) monitoring for the construction of Unit 7, Cell 1A.

Structural Fill Placement and Subgrade Preparation

WSP will provide qualified construction quality assurance (CQA) personnel to observe and document the placement of structural fill and subgrade preparation during construction of Unit 7, Cell 1A. The amount of structural fill required is estimated to be 15,000 CY; assuming 7,500 CY of structural fill may be placed in each week, the duration of structural fill placement is assumed to be 2 weeks. It is anticipated that structural fill

August 27, 2025

placement and subgrade preparation activities will be 70 hours per week (five 12-hour days and one 10-hour day) concurrent with excavation activities.

In accordance with the permitted Soils and Liner Quality Control Plan (SLQCP), Proctor tests will be performed at a frequency of no less than one test per 5,000 CY of fill, and field moisture/density tests will be conducted at least once every 15,000 square feet per lift of fill placed.

Upon completion of the fill placement and compaction, the ground surface will be fine-graded and maintained to facilitate installation of the liner system.

Geosynthetic and Protective Cover Monitoring

The Unit 7, Cell 1A liner system will consist of the following components:

- Reinforced geosynthetic clay liner (GCL)
- 60 mil textured high density polyethylene (HDPE) geomembrane
- Leachate collection system
 - double-sided geocomposite drainage layer
 - centerline drains containing a 6-in diameter, perforated HDPE pipe surrounded by gravel and a nonwoven geotextile layer
 - gravel filled sump with an 18-inch diameter HDPE sideslope riser pipe
- Protective Cover
- 2 feet of on-site soils

The scope of work we propose for the field monitoring of the geosynthetic layers will follow the site SLQCP. In general, the CQA services provided by WSP personnel will consist of the following:

- Inventorying the geosynthetic material.
- Documenting GCL and geomembrane deployment.
- Monitoring GCL seam overlaps and addition of bentonite to seams.
- Observing and documenting geomembrane welding and non-destructive seam testing.
- Performing destructive tests on the geomembrane seams.
- Documenting all repairs.
- Observing installation of geocomposite drainage layer and leachate collection system components;
- Preparing daily records of work progress on the site; and
- Coordinating data collection with the project surveyor of repairs, geomembrane destructive seam test locations, location of the leachate collector drains, and thickness verification of the protective cover.

As required by the TCEQ, our proposed CQA effort will include observing all aspects of the deployment, welding, and testing operations. As the composite geosynthetic liner system installation progresses, the CQA monitors will designate portions of the cell where our documentation has been completed so that installation of the geocomposite and protective cover material may commence.

It is anticipated based on previous cell construction, the duration of geosynthetic installation is 4 weeks and protective cover placement is an additional 3 weeks. Because of the increase in CQA monitoring required for geosynthetic installation, two technicians may be required to ensure its integrity. It is anticipated that geosynthetic

August 27, 2025

installation will be 70 hours per week (five 12-hour days and one 10-hour day). Protective cover and leachate collection system placement will require 1 technician, 6 days per week at 10 hours per day.

WSP will provide full-time monitoring during protective cover placement to provide documentation that the soil was installed according to the design plans and LQCP and placed in a manner that was not detrimental to the integrity of the lining system. The CQA monitor will also provide visual observation of the quality of the protective layer materials. Testing of the protective cover materials will be conducted in accordance with the LQCP.

Geosynthetics Laboratory Testing

Preconstruction conformance testing is conducted to ensure that the material delivered meets the permit requirements. WSP has estimated the number of conformance tests based on the required testing frequencies in the LQCP and the anticipated material quantities. WSP will review all test data to verify conformance with the project specifications.

Destructive testing is conducted on the geomembrane to assure mechanical integrity of the welded geomembrane seams. Destructive testing is typically carried out with one test per 500 linear feet of seam. Based on a 23-ft wide geomembrane panel width and the area of the cells, we have assumed a total of 50 geomembrane destructive test samples for Unit 7, Cell 1A.

We propose to perform preconstruction conformance testing and destructive testing in our accredited Atlanta, Georgia laboratory. Apart from Sunday, destructive testing results will be available within 24 hours of shipment.

LCS Drainage Stone Testing

We estimate one particle size test, and one calcium carbonate test will be performed on the gravel material for the leachate collection sump and drains for Unit 7, Cell 1A.

WSP will provide full-time monitoring during protective cover placement to provide documentation that the soil was installed according to the design plans and LQCP and placed in a manner that was not detrimental to the integrity of the lining system. The CQA monitor will also provide visual observation of the quality of the protective layer materials. Testing of the protective cover materials will be conducted in accordance with the LQCP.

CQA Related Surveying

WSP will provide equipment and personnel needed to prepare the as-built surveys of Unit 7, Cell 1A. These surveys will be used to determine actual pay quantities for the earthworks and geosynthetic components and for as-built/certification drawings for the GCLER and GLER submittal. During fill placement and subgrade preparation, WSP will confirm the contractor's layout stakes and, upon completion of the subgrade, prepare the subgrade record drawing. During installation of the geosynthetics, WSP will obtain the necessary information required to produce record drawings of the GCL and geomembrane. WSP will also confirm and provide a record drawing showing that a minimum of 2 feet of protective cover soil has been placed over the liner system.

Unit 7, Cell 1A Geosynthetic Clay Liner Evaluation Report

A Geosynthetic Clay Liner Evaluation Report (GCLER) and a Geomembrane Liner Evaluation Report (GLER) will be prepared for submittal to the TCEQ upon completion of Unit 7, Cell 1A. The reports will contain the information required to demonstrate compliance with the state and federal requirements for the GCL, geomembrane, leachate collection system and protective cover components. The report will include, but not be limited to, the following:

August 27, 2025

- The completed GCLER and GLER questionnaires as required by TCEQ.
- A description of the project and the procedures used during installation of the GCL, geomembrane liner, leachate collection system and protective cover layer.
- A description of the types and actual number of field and laboratory tests performed to verify the quality and/or properties of the geosynthetic materials and field seams.
- Figures illustrating the site location and record drawings (panel orientation, sheet width, etc.) on which the locations of destructive tests, repairs, etc. will be identified using information gathered in conjunction with the project surveyors.
- A record drawing verifying the thickness of leachate collection system and protective cover.

Detailed documentation of the CQA testing will be presented in the report appendices. These appendices will include separate sections on:

- Installation and CQA personnel.
- Material inventories.
- Resin and roll laboratory QC data sheets.
- Panel deployment summaries.
- Seaming/non-destructive testing summaries.
- Repair summaries.
- Seam strength destructive test summaries.

This report will be prepared under the supervision of a professional engineer registered in the State of Texas.

1.4 General Services

WSP shall provide services in support of the Edinburg Regional Disposal Facility TCEQ Permit MSW-956C to include, but not limited to:

- Meeting with the Director of the Department of Solid Waste Management or designate to discuss questions on Site Operational and Development plans.
- Meetings with other consultants retained by City.
- Recommend proper application of permit requirements when requested.
- Respond to the Texas Commission on Environmental Quality compliance items as requested by the Department Director including volume calculations, procurement of specialized geological assistance, groundwater and soils analysis, and air criteria.
- Represent the City of Edinburg in meetings with Texas Commission on Environmental Quality regulatory agency in the presence of City Staff or as requested and authorized by the Department of Solid Waste Management on issues relating to the Landfill.

2.0 SCHEDULE

Upon agreement with the City of Edinburg, WSP will have the construction design and bid package ready for issuance within four to six weeks upon authorization to proceed.

August 27, 2025

3.0 FEE SCHEDULES AND COST ESTIMATE

WSP is pleased to submit the following cost estimate to provide certain professional services at the Edinburg Regional Disposal Facility TCEQ Permit MSW-956C. The table below presents a summary of costs associated for each phase of the scope of services based on aforementioned assumptions. The prices include all labor, materials, equipment, and personnel to successfully complete each phase item. A spreadsheet is attached detailing cost for each task within each phase. Fees will be billed in accordance with the unit rates therein on a time and material basis.

Table 1: Project Cost Summary

Task		Hours	Labor	Expense	Sub	Total
100	General Services	252	\$50,000.00			\$50,000.00
200	Bid Package/Construction Design	325	\$48,735.00	\$1,265.00		\$50,000.00
300	Project Oversight	391	\$87,862.90	\$12,137.10		\$100,000.00
400	Field CQA	920	\$95,139.30	\$51,860.70	\$33,000.00	\$180,000.00
500	Reporting	130	\$20,000.00			\$20,000.00
PROPOSAL TOTAL						\$400,000.00

4.0 ASSUMPTIONS AND EXCEPTIONS

It is estimated that the duration of construction for Unit 7, Cell 1 is 9 weeks. If the contractor selected to perform the work has an extended schedule in comparison to our assumption based on typical production rates, 9 weeks at 70 hours per week (five 12-hour days and one 10-hour day), then WSP may approach the City for a change order for the additional effort required.

August 27, 2025

WSP appreciates this opportunity to be of service to the City of Edinburg. If you have any questions or comments regarding this cost estimate, please contact the undersigned at (281) 821-6868.

WSP USA Inc.



Chad E. Ireland, PE

Assistant Vice President

Senior Geological Engineer

Waste Facility Engineering Team Lead

Texas PE No. 99293

CEI/FEB



wsp.com

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

**AGREEMENT BETWEEN THE CITY
OF EDINBURG AND WSP USA INC.
FOR PROFESSIONAL ENGINEERING
SERVICES FOR UNIT 7, CELL 1A
FOR THE EDINBURG REGIONAL
SANITARY LANDFILL**

This Agreement, under the Master Agreement between the City of Edinburg and WSP USA Inc., dated March 16, 2021, is entered into by and between the City of Edinburg (hereinafter referred to as “**City**”), and WSP USA Inc. (hereinafter referred to as “**Consultant**”),

RECITALS

WHEREAS, on March 16, 2021 the City Council of Edinburg approved City Manager or their designated appointee to negotiate and enter into a Professional Services Agreement with the Consultant to provide solid waste management consulting, engineering, construction, and environmental monitoring services (hereafter referred to as “Agreement” and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide professional services, and/or other as-needed services, in a manner which shall provide the necessary public services through subsequently approved individual Agreement; and

WHEREAS, City and Consultant desire to further assign and execute Agreement under the Master Agreement to provide Bid Document Preparation and Construction Design, Cell Construction and Liner Installation Quality Control Assurance, Liner Quantity Certification Surveying, Technical/Construction Certification and Reporting, and General Project Oversight for Unit 7, Cell 1A under TCEQ Permit MSW956-C to the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations as set out in Exhibit “A” attached hereto; and

NOW, THEREFORE, said Agreement under the Master Agreement is hereby agreed to and included in the Agreement to provide for Bid Document Preparation and Construction Design, Cell Construction and Liner Installation Quality Control Assurance, Liner Quantity Certification Surveying, Technical/Construction Certification and Reporting, and General Project Oversight for Unit 7, Cell 1A under TCEQ Permit MSW956-C to the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations, at the amount not to exceed the proposed amount, as set out in Exhibit “A” attached hereto.

Period of Performance. The period of performance shall be from the effective date of this Agreement, which is the date agreed to by all parties, and will terminate upon completion of the scope of work for the Services as agreed to by the parties herein and as referenced in the attached Exhibit “A”.

If any of the terms of this Agreement, including its Exhibits, conflict in any respect with any of the terms of the Master Agreement, the terms of the Master Agreement shall control.

This Agreement under the Master Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

WSP USA INC.

BY: _____
Gary Horwitch, PE, Assistant Vice President
16200 Park Row, Suite 200
Houston, Texas 77084
Phone: 281-214-0004
Email: gary.horwitch@wsp.com

Attachments: Exhibit "A" Proposal
Exhibit "B" Master Agreement
Exhibit "C" Certificate of Insurance

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY
OF EDINBURG AND GOLDER
ASSOCIATES INC. FOR
ENGINEERING CONSULTING
SERVICES RELATED TO THE
EDINBURG REGIONAL LANDFILL
DEVELOPMENT

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and Golder Associates Inc. (hereinafter "**Engineer**"), are the parties to this Agreement.

RECITALS

WHEREAS, the City has authorized staff to request proposals for Professional Engineering Consulting Services, the Engineer shall provide services as defined, scheduled, and authorized. Services may include, but not be limited to Engineering Consulting Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, the Engineer is duly licensed and registered to practice Engineering in the State of Texas, has the professional knowledge and abilities to undertake the study, evaluation, analysis, design, and recommendations in a manner which shall provide the necessary Services while preserving and enhancing to the greatest degree possible the natural environment in the Project area; and

WHEREAS, City desires to engage Engineer to render services in connection therewith:

NOW, THEREFORE, City and Engineer do mutually agree as follows:

SECTION I
EMPLOYMENT OF ENGINEER

A. City agrees to employ Engineer 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 Engineer as stated in this Agreement.

SECTION II
SERVICES OF ENGINEER

A. The Engineer shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Engineer 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 Engineer's work with the following tasks:

1. Provide Engineer with its requirements for the Services.
2. Assist Engineer by providing information reasonably available to the City and pertinent to the Services, which information Engineer shall be entitled to reasonably rely upon.
3. Facilitate access to and make provisions for Engineer to enter upon public property as reasonably required for Engineer to perform its Services.
4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
5. Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF ENGINEER**

A. Engineer shall perform the Services described in **Exhibit "A"**.

B. Engineer shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services, 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. Engineer shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Engineer fails to meet applicable professional standards, Engineer shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Engineer under this Agreement. Engineer shall keep the City informed of the Services performed

under this Agreement. In connection with the performance of the Services by Engineer, Engineer agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Engineer 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. Engineer 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 Engineer 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. Engineer shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Engineer of responsibility for the technical adequacy of the work. Neither City's nor State'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. Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Engineer's negligent performance of any of the Services furnished under this Agreement. Engineer shall not be responsible for any time-delays in the project caused by circumstances beyond Engineer's control.

I. Engineer's obligations under this clause are in addition to the Engineer'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 Engineer for Engineer'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 Engineer 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 Engineer's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Engineer for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein.

B. Engineer shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Engineer shall not bill City for duplicate services performed by more than one person. Engineer and City acknowledge and agree that compensation paid by City to Engineer under this Agreement is based upon Engineer's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Engineer. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Engineer 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 Engineer's negligent conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Engineer's negligent 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. Engineer has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Engineer has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition to the extent caused by Engineer's negligent acts or omissions;

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 negligent, requiring correction or replacement;

g. City has been required to correct negligent Services or has accepted negligent 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 Engineer immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Engineer any amount remaining after deduction of the amount so withheld. City shall promptly pay Engineer the amount so withheld, or any adjustment thereto agreed to by City and Engineer, if Engineer remedies the reasons for such action. The reduction imposed will be binding on Engineer unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Engineer 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 Engineer's employees' taxes. Engineer 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. Engineer 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. Engineer 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 Engineer 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, Engineer 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 Engineer 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 Engineer following termination or expiration of this Agreement as defined below, the Engineer 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, except if otherwise allowed under this Agreement.

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) five (5) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the Director of Solid Waste Management and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional two (2) one (1) year extensions, with approval from the City. If approved by City, City shall provide Engineer 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 Engineer. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's reasonable judgment, the Services rendered by Engineer breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Engineer except for charges for Services performed by Engineer 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 Engineer's Services hereunder or at such other time as may be requested by City, Engineer shall return to City within ten (10) business days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Engineer or others, in Engineer's possession and related to the Services provided, however, that Consultant may retain one copy of such documents, records, notebooks or other items related to the Services for its own internal filing and insurance purposes.

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 Engineer. Engineer shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Engineer 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 **PENALTY CLAUSE**

Engineer contracts and agrees to complete the design and other related work in accordance with **Exhibit A**, after authorization to proceed, granted by this signed Agreement.

SECTION VIII **AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION**

A. The Engineer shall maintain books, records, documents, and other evidence related to the performance of work under this Agreement. The Engineer shall also maintain the financial information and data used by the Engineer to perform work under this Agreement.. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Engineer during performance of services under this Agreement and for three (3) years from the date of final payment to the Engineer. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Engineer until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

SECTION IX
INSURANCE REQUIREMENTS

Engineer 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 Engineer or its employees. In accordance with City ordinances, Engineer shall be required to hold the following 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. Professional Liability
 - 1. Professional
 \$1,000,000 per claim and in the aggregate

E. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall (except for Professional Liability) be listed as an additional insured.

F. If at any time and for any reason Engineer 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 Engineer, 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 Engineer

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 Engineer.

G. 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, Engineer shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Engineer hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;
4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and 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 X **COMPLIANCE STANDARDS**

Without affecting Engineer's agreement to follow all applicable laws and regulations, the Engineer expressly agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Engineer also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
2. Section 109 of the Housing and Community Development Act of 1974 -

Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
4. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
5. Executive Order 11246 (paragraph a - c for contracts under \$10,000; paragraphs a - g for contracts over \$10,000) - Equal Employment Opportunity.
6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.
7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI

DEBARMENT PROHIBITION

The Engineer agrees, that at the time of execution of this Agreement that the

Engineer is not named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XIII

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 XIV

INDEMNIFICATION

A. To the maximum extent allowed by law, Engineer agrees to and shall indemnify and hold harmless 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, directly connected with and to the extent of the negligent or willful misconduct of Engineer, its agents, officers and employees, carried

out in furtherance of this Agreement.

B. Engineer 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 Engineer regarding this agreement.

SECTION XV **LIMITATION OF LIABILITY**

A. Both Parties agree to limit their liability to each other arising from a Party's acts, errors, or omissions such that the total liability of one Party to the other shall not exceed Engineer's total fees paid by the City to Engineer for the Services rendered pursuant to the Task Order which is the subject matter of the claim. The Parties agree that neither Party will be liable to the other 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, Engineer's performance of Services, or of any other obligations relating to this Agreement, even if the Parties have 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 each Party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI **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 XVII **NO PENDING LITIGATION**

A. Engineer 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 Engineer threatened against or affecting the Engineer or any subsidiaries of the Engineer, questioning the validity or any action taken or to be taken by the Engineer in connection with the execution, delivery, and performance by the Engineer of this Agreement to which the Engineer may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Engineer 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 Engineer to perform, its obligations under this Agreement to which the Engineer may be party or (ii) would have

an adverse effect on the consolidated financial condition or results of operations of the Engineer or on the ability of the Engineer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII **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 XIX **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 Engineer:

Golder Associates Inc.
14950 Heathrow Forest Parkway, Suite 280
Houston, TX 77032
Attn: Charlie Dominguez, PE.

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 XX
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 XXI
SUCCESSORS AND ASSIGNS

City and Engineer 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 Engineer shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXII
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 XXIII
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 Engineer 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 Engineer 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.

--Signatures on the following page--

2021.

EXECUTED by the parties in triplicate originals on this 16th day of March,

CITY OF EDINBURG:

BY: _____

Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Myra L. Ayala, City Secretary



APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa, City Attorney

GOLDER ASSOCIATES INC.

BY: _____

Charlie Dominguez, PE.
Vice President
14950 Heathrow Forest Parkway, Suite 280
Houston, TX 77032
Phone: 281-821-6868
Email: Charles_Dominguez@golder.com

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance

EXHIBIT "A"

SCOPE OF WORK

The City of Edinburg thru the Department of Solid Waste Management and the Engineer of Record for the Landfill may identify specific tasks within the following categories for additional services and/or support which will be required and/or necessary for job specific tasks or ongoing projects. **Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.**

i. MAJOR WORK CATEGORIES INCLUDE:

1. PLANNING, ENGINEERING DESIGN, AND FACILITY PERMITTING

- a. Municipal Solid Waste Permitting and Permit Modifications
- b. Materials Recovery Facility Permitting and Permit Modifications
- c. Transfer Station Permitting and Permit Modifications
- d. Landfill Cell Design
- e. Landfill Cover Design
- f. Final Cover Design
- g. Site Operation Plans
- h. Fill Plans
- i. Grading Plans
- j. Soil Use Plans
- k. Airspace Usage Estimates and Projections
- l. Groundwater Monitoring System
- m. Groundwater Sampling and Analysis Plan
- n. Sequence of Development
- o. Landfill Gas Management Plan
- p. Landfill Closure/Post-Closure Care Cost Estimates
- q. Cost of Service Modeling
- r. Stormwater Permitting
- s. Composting Site Permitting and Development
- t. Air Permitting and Permit Modifications
- u. Odor Control
- v. Floodplain Assessment and Management
- w. Landscape and Irrigation Design
- x. Infrastructure Design
- y. Financial Assurance

2. CONSTRUCTION DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MANAGEMENT FOR LANDFILL RELATED CONSTRUCTION PROJECTS

- a. Final Plans, Contract Documents, and Specifications, Engineer's cost estimates
- b. Bid Phase Services
- c. Construction Phase Services
- d. Conduct Construction Meetings
- e. Review and Approve Shop Drawings, Field Orders, Change Orders, Construction Quantities, Pay Requests
- f. Scheduling
- g. Daily Updates
- h. Construction Quality Assurance/Quality Control
- i. Constant Communication, Evaluation and Re-Design as material costs increase

3. ENVIRONMENTAL SERVICES

- a. Installation of the Groundwater Monitoring Wells and Landfill Gas Probes
- b. Groundwater Sampling, Landfill Gas Sampling, Surface Water Monitoring and Analytical

4. LANDFILL SAMPLING LABORATORY TESTING

- a. Statistical Evaluation
- b. Regulatory Reporting

5. LANDFILL PLANNING AND ENGINEERING SERVICES

- a. Periodic Ground and Aerial Surveying to update Available Airspace, Compaction Rate, Site Life Projections, and Target Grades for Site Development
- b. Annual Municipal Solid Waste Report
- c. Planning for Operational Issues
- d. Leachate Storage and Disposal
- e. Interior and Exterior Roads
- f. Storm Water and Sediment Control
- g. Stockpile Locations and Utilization
- h. Borrow Area Grading and Utilization

6. LANDFILL GAS SERVICES

- a. Landfill Gas Management Plan Development and Update
- b. Gas Collection and Control System Design
- c. Gas System and Control System Expansions
- d. Planning
- e. Design
- f. Budgeting
- g. Permitting
- h. New Source Performance Standards Compliance, Gas Collection and Control System Troubleshooting and Landfill Gas Remediation Services as necessary at the site.

7. LANDFILL RELATED DRONE AND SURVEYING SERVICES

- a. Physical Site Survey and/or Drone Flights
- b. Collect Aerial Topography Data
- c. Estimate Airspace Consumption
- d. Determine Waste Settlement Rate Estimates.
- e. Quarterly and Annual Surveys



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

4/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1408696 GOLDER ASSOCIATES INC. 3801 PGA Boulevard Suite 900 Palm Beach Gardens FL 33410	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B: Steadfast Insurance Company	
	INSURER C: Liberty Insurance Corporation	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES PARENT **CERTIFICATE NUMBER:** 16410504 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	N	N	GLO9835819-08	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	AS7-621-094060-031	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WA7-62D-094060-011	5/1/2021	5/1/2022	☒ PER STATUTE E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	PROFESSIONAL LIABILITY	N	N	EEC5899096	5/1/2021	5/1/2022	\$3,000,000 PER CLAIM/ \$3,000,000 AGG.
B	POLLUTION LIABILITY	N	N	PCC 0193705	5/1/2021	5/1/2022	\$3,000,000 PER CLAIM/ \$3,000,000 AGG.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
IN RESPECT OF ALL POLICIES EXCEPT THE PROFESSIONAL LIABILITY AND CONTRACTOR'S POLLUTION LIABILITY NOTED ABOVE, LOCKTON HAS ISSUED THIS CERTIFICATE IN AN ADMINISTRATIVE CAPACITY ONLY. ARTHUR J. GALLAGHER & CO./GPL ASSURANCE INC. IS THE BROKER OF RECORD FOR THE DEFINED POLICIES. RE: HOUSTON, TX OFFICE.

CERTIFICATE HOLDER**16410504**CITY OF EDINBURG
ATTN: RAMIRO GOMEZ, JR.
PO BOX 1079
EDINBURG TX 78540-0000**CANCELLATION** See Attachment

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

AUTHORIZED REPRESENTATIVE

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Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112

GOLDER ASSOCIATES.; 1408696



16410504
CITY OF EDINBURG
PO BOX 1079,
EDINBURG, TX 78540-0000

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **16410504**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 16410504**
- ◆ **Email: kctsu@lockton.com**
- ◆ **Subject Line: TSU E-Delivery**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies
Technical Services Unit



May 15, 2023

VIA EMAIL: chad.ireland@wsp.com

Chad Ireland

WSP USA Inc.

16200 Park Row, Ste 200

Houston, Texas 77084

VIA EMAIL: chad.ireland@wsp.com

Chad Ireland

Golder Associates USA Inc.

16200 Park Row, Ste 200

Houston, Texas 77084

Dear Mr. Ireland,

The City of Edinburg received a letter from WSP USA Inc. dated November 30, 2022 informing the City that Golder Associates USA Inc. would merge into WSP USA Inc. and that, as a result of the merger, WSP would succeed to the contract between the City and Golder. That contract dated March 16, 2021 (the "Contract") prohibits assignment to another entity without written permission from the City. After review and consideration, the City permits the assignment of the Contract from Golder to WSP and this letter serves as the required permission.

You or your staff may contact me if you have any questions.

Sincerely,

Myra L. Ayala
City Manager

CC: Solid Waste Department
Legal Department



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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.

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PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com FAX (A/C, No):
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Corporation INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 806836432**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 14,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION.
AS A MATTER OF RECORD

CERTIFICATE HOLDER**CANCELLATION**

AS A MATTER OF RECORD

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: October 7, 2025

RESOLUTIONS

Agenda Item No: 12.A.

FY 2025 State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) – Supporting Border Crisis Response and Enforcement Projects (HSGP-BC) Grant Program

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) – Supporting Border Crisis Response and Enforcement Projects (HSGP-BC) Grant Program, and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. Description:

The Office of the Governor announced the solicitation of grant applications for the Fiscal Year 2025 State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) – Supporting Border Crisis Response and Enforcement Projects (HSGP-BC) Grant Program on September 11, 2025. This program supports state and local efforts to prevent terrorism and targeted violence and prepare for threats and hazards that pose the greatest risk to the security of Texas citizens.

Funding in the amount of approximately \$110,000 will be used to purchase approximately four solar-powered Pan-Tilt-Zoom (PTZ) cameras with dual lenses and approximately 36 mobile vehicle barriers with one multipurpose hauler trailer to transport the barriers. The barriers will be used for protection at public events around Edinburg to prevent acts of terrorism.

There is no fiscal impact on the General Fund budget, and no matching funds are required. Procurement will adhere to federal, state, and City policies as required.

The deadline for this program is October 10, 2025. Projects selected for funding must begin between January 1, 2026, and March 1, 2026, and expire on or before December 31, 2027.

If not authorized to submit this grant application, the City will miss an opportunity to maximize grant funding and alleviate budget expenditures.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) – Supporting Border Crisis Response and Enforcement Projects (HSGP-BC) Grant Program, and Execute Grant Documents Relating Thereto.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Mary Gonzalez, Grants Analyst

Iris Alvarado, Management Services Administrator

Attachments:

A. FY 2025 SHSP & UASI Resolution

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY
		MANAGER TO SUBMIT A GRANT APPLICATION
		TO THE OFFICE OF THE GOVERNOR UNDER THE
COUNTY OF HIDALGO	§	FISCAL YEAR 2025 STATE HOMELAND SECURITY
		PROGRAM (SHSP) AND URBAN AREA SECURITY
		INITIATIVE (UASI) – SUPPORTING BORDER CRISIS
CITY OF EDINBURG	§	RESPONSE AND ENFORCEMENT PROJECTS
		(HSGP-BC) GRANT PROGRAM AND EXECUTE
		GRANT DOCUMENTS RELATING THERETO.

WHEREAS, the City Council of the City of Edinburg finds it in the best interest of the citizens to submit a grant application to the Office of the Governor Fiscal Year 2025 State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) – Supporting Border Crisis Response and Enforcement Projects (HSGP-BC) Grant Program to request solar-powered Pan-Tilt-Zoom (PTZ) cameras with dual lenses and mobile vehicle barriers with a multi-purpose hauler trailer for transportation; and,

WHEREAS, the grant does not require a local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City’s authorized official, to apply for, accept, alter, reject, terminate and execute any and all documents related to the grant on behalf of the City.

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

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

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City’s authorized official, to submit a grant application to the Office of the Governor, comply with applicable grant requirements as required by funding source, accept, alter, terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 7th day of October, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine R. Solis
City Attorney

Application Number: 5616201



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

RESOLUTIONS

Agenda Item No: 12.B.

Texas Department of Transportation Aviation Division Project
2521EDINB

1. **Agenda Item:**

Consider Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2521EDINB for Perimeter Security Fence and Gates Replacements at South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]

2. **Description:**

The FY 2023 Community Project Funding Program's application period was opened in March 2022 and the grant application was submitted in April 2022. The City received notification of the grant award in January 2023; however the Texas Department of Transportation is implementing this project.

The City of Edinburg was awarded community project funding for security fencing in the amount of \$1,800,000.00. The City's ten percent (10%) local match is \$200,000.00 for a total amount of \$2,000,000.00 to replace the airport perimeter fence and gates.

A first phase of the project was TxDOT Proj. No. 2421EDINB whereby TxDOT through its Airport Project Participation Agreement (APPA) with City of Edinburg selected a professional engineer to design airport perimeter fence and gates replacement. Based on project scope and design TxDOT publicly requested competitive bids, and a contractor was determined for the Edinburg Airport Perimeter Fence Replacement Project. TxDOT has since secured the Airport Perimeter Fence Replacement Project's federal funding, and will therefore be ready to proceed as agent for City of Edinburg for the Project 2521EDINB construction phase under the new APPA.

Funding in the amount of \$200,000.00 is available in Capital Outlay account no. 220-7000-606500.

3. **Staff's Recommendation:**

Approve Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2521EDINB Edinburg Airport Security Perimeter Fence Replacement Project.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

New -

Eddie Velarde, Director of Aviation

Attachments:

- A. TxDOT Proj. 2521EDINB APPA
- B. Resolution TxDOT Proj. 2521EDINB APPA

TEXAS DEPARTMENT OF TRANSPORTATION

AIRPORT PROJECT PARTICIPATION AGREEMENT

(Federally and State Assisted Airport Development Grant)

TxDOT Project No.: 2521EDINB
Commission Approval: April 24, 2025
NPE Funds Applied: FY 22-24
UEI: KXYWWJZLA2Y9
ALN: 20.106

Part I - Identification of the Project

TO: City of Edinburg, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation for and on behalf of the State of Texas (the "State") and City of Edinburg, Texas (the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in 49 U.S.C. § 47101 *et seq.*, ("Title 49 U.S.C."), and the State's rules, regulations, and procedures promulgated pursuant to Title 3 of the Texas Transportation Code.

The project is described as construction services to: construct wildlife security fencing at South Texas International Airport at Edinburg.

The Sponsor applies for federal and state financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above, pursuant to Texas Transportation Code § 22.018 and as detailed below in Part IV.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION ("FAA"), OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the project, ninety-five per centum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 49 U.S.C., Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.*
2. It is estimated that construction project costs will be approximately \$2,065,137 (Amount A). It is further estimated that approximately \$1,894,736.85 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety-five percent (95%) of the eligible project costs. It is further estimated that approximately \$170,400 (Amount C) of the project costs will be eligible for federal and state financial assistance, and that federal financial assistance will be for ninety percent (90%) and state financial assistance will be for five percent (5%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.

If federal funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

3. The maximum obligation of the United States and State Treasury payable under this offer shall be \$1,961,880 (Amount D).

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. The State will provide federal funding to complete the approved work items of this grant and will not amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended if necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be \$103,257 (Amount E). The Sponsor specifically agrees that, regardless of the estimated Amount E, it shall pay any project costs which exceed the sum of the federal and state share (Amount D). In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.

It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State on behalf of the Sponsor which are more than the federal and state percentage of financial participation as stated in Paragraph II-2. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor. The State will not pay interest on any funds provided by the Sponsor.

5. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation and will advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the

maximum obligation of the United States and State Treasury is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures more than the dollar amounts identified in this Agreement and any amendments without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. Sponsor's share of project costs (Amount E) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.
7. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount E) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

Expenditures for eligible project costs for the above project made by the State or the Sponsor prior to the award of a federal grant for the project, and prior to actual receipt of the authority to expend federal grant funds, shall be made from Sponsor funds.

8. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.

9. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure, and must require the Sponsor to assure, that projects are carried out and completed without undue delays and in accordance with this Grant Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report and request prior approval from the State or FAA for any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached grant assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3(b).

10. **Improper Use of Federal Funds and Mandatory Disclosure.**

a. The State and Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State and Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

11. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement or subgrants, including, but not limited to, any action taken by a State and Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

12. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR § 25.110, the State and Sponsor must maintain the currency of its information in SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State review and update, and will require the Sponsor review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

13. **Environmental Standards.** The State and Sponsor are required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the State or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.
14. **Financial Reporting and Payment Requirements.** The State and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
16. **Build America, Buy America.** The State and Sponsor, as applicable, must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
17. **Audits for Sponsors.**

PRIVATE SPONSORS. When the Period of Performance has ended, the Sponsor must provide a copy of an audit of this subaward prepared in accordance with Federal audit requirements to the State. A Sponsor expending less than \$1,000,000 in Federal awards and exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

18. **Suspension or Debarment.** The State must:

Immediately disclose to the FAA whenever the State:

Learns a Sponsor has entered into a covered transaction with an ineligible entity; or

Suspends or debars a contractor, person, or entity.

Include a provision in all subgrants that requires Sponsors entering into "covered transactions," as defined by 2 CFR § 180.200, to:

Verify the non-Federal entity is eligible to participate in this Federal program by:

Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

The State must also insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Grant.

19. **Ban on Texting While Driving.**

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and Sponsors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The State must insert this clause on banning texting while driving in all subgrants, contracts, and subcontracts that result from this Grant.

20. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

Severe forms of trafficking in persons;

The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

The use of forced labor in the performance of this grant; or any subaward; or Acts that directly support or advance trafficking in persons, including the following acts:

Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

Charging recruited employees a placement or recruitment fee; or

Providing or arranging housing that fails to meet the host country's housing and safety standards.

- b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or

Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

- a) Associated with the performance under this Grant; or
- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this Grant:

Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or

Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

- Associated with the performance under this Grant; or
- Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

a. "Employee" means either:

An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

b. "Private Entity" means:

Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

- 21. **Exhibit "A" Property Map.** The State and Sponsor will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
- 22. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. §

4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

23. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The State or Sponsor, as applicable, agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
24. **Critical Infrastructure Security and Resilience.** The State or Sponsor, as applicable, acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
25. **Title VI of the Civil Rights Act.** As a condition of a grant award, the State and Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The State and Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
26. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA

Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

27. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, [the sponsor](#): Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
28. **Federal Law and Public Policy Requirements.** The State and Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the State and Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
29. **National Airspace System Requirements:**
 - a. The State and Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The State and Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the State and Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339
 - i. 200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The State and Sponsor acknowledges that amounts that the FAA requires the State or Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

30. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
31. **Title 8 - U.S.C., Chapter 12, Subchapter II – Immigration.** The State and Sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.
32. The period of performance shall commence on the date the State executes this agreement. The end date of the period of performance is four years from the date of execution of the State.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:
 - a. it will comply with Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and
 - b. it will comply with Attachment E, Airport Assurances (4/2025) and Attachment F, Special Conditions, attached and made a part of this Agreement; and
 - c. it will comply with Attachment D, Certification and Disclosure Regarding Potential Conflicts of Interest, attached and made a part of this Agreement; and
 - d. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and
 - e. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and
 - f. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and
 - g. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

- h. it shall not permit non-aeronautical use of airport facilities, without prior approval of the State/FAA, and must be identified on an approved Airport Layout Plan. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from -aeronautical to nonaeronautical and/or nonaeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the FAA, any of which will require 18 months, or longer; and
- i. through the fence access shall be reviewed and approved by the State; and
- j. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and
- k. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and
- l. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation, and maintenance of the Sponsor's system of airport(s) or navigational facility(ites).
- m. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- n. for federally funded projects any revenue from airport property mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations; and
- o. the Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- p. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the

immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government. Code §§ 241.001 *et seq.* Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

- q. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
 - r. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and
 - s. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and
 - t. it shall take all steps, including litigation, if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used, or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order, or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such funds shall be approved in advance by the State.
- 2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.
 - 3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents,

employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting the claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.

4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.
5. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.
6. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
7. The Sponsor shall have on file with the State, Attachment B, Certification Regarding Drug-Free Workplace Requirements, attached and made part of this agreement.
8. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
9. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e); The sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.
10. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in Attachment C "Pavement Maintenance Management Program," attached and made part of this agreement.

11. the Sponsor agree that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds or supplemental appropriation funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47015(c) or 47114(d)(5).

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive, and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.
3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.
4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

Receiving and Disbursing Agent:

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation;
- b. receive, review, approve, and process Sponsor's reimbursement requests for approved project costs; and
- c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.
- d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

Contracting Agent:

- e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;

- f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.
- g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

- h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.
- i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

- j. review, approve and maintain record drawings.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by federal or state regulations.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.
4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.
5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.
6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:

- a. The reasons for the suspension and the corrective action necessary to lift the suspension;
- b. A date by which the corrective action must be taken;
- c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

- 7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.* Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
- 8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied or delayed.
- 9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.
- 10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
- 11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project

Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
13. Termination
This agreement may be terminated in the following manner:
 - ◆ by mutual written agreement and consent of both parties.
 - ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein.
 - ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

Part VI - Acceptance of the Sponsor

City of Edinburg, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all the terms and conditions of the Agreement.

City of Edinburg, Texas
Sponsor

Myra L. Ayala

Sponsor Signature

City Manager

Sponsor Title

Date

Execution by the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

(Signature)

Dan Harmon

(Typed Name)

Director, Aviation Division

(Title)

(Date)

ATTACHMENT A

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Edinburg, Texas
(Sponsor)

By: _____ Myra L. Ayala

Title: _____ City Manager

Date: _____

ATTACHMENT B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

South Texas International Airport at Edinburg

1300 E. FM 490

Edinburg, Texas 78542

Check ____ if there are workplaces on file that are not identified here.

Signed: _____ Myra L. Ayala Dated: _____

City Manager
Title

ATTACHMENT C

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

1. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed
2. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.

Attachment D

Certification and Disclosure Regarding Potential Conflicts of Interest Certification Form

A sponsor must disclose in writing any potential conflict of interest to the Texas Department of Transportation. No employee, officer or agent of the sponsor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer, or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

Sponsor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor discloses that it does have a potential conflict of interest, which is further explained below.

☒ Yes ☐ No

2. The sponsor maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No," the sponsor discloses that it does not have a written policy, which is further explained below.

☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Designated Official Representative: _____ Myra L. Ayala

Date: _____

ATTACHMENT E

ASSURANCES AIRPORT SPONSORS **4/2025**

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- a. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- b. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- c. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- d. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- e. Civil Rights Restoration Act of 1987, P.L. 100-259.
- f. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- g. Build America, Buy America Act, P.L. 117-58, Title IX.
- h. Endangered Species Act – 16 U.S.C. 1531, et seq.
- i. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- j. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- k. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- l. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension

(Nonprocurement).

- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 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.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- a. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- b. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

- b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- a. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. *Preserving Rights and Powers.*

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

1. *Consistency with Local Plans.*

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

2. *Consideration of Local Interest.*

It has given fair consideration to the interest of communities in or near where the project may be located.

3. *Consultation with Users.*

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

4. *Public Hearings.*

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

5. *Metropolitan Planning Organization.*

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

6. *Pavement Preventive Maintenance-Management.*

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

7. *Terminal Development Prerequisites.*

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

1. *Accounting System, Audit, and Record Keeping Requirements.*

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

2. *Minimum Wage Rates.*

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

3. *Veteran's Preference.*

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112.

However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

4. *Conformity to Plans and Specifications.*

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

1. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

2. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

3. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

4. *Hazard Removal and Mitigation.*

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

5. *Compatible Land Use.*

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

6. *Economic Nondiscrimination.*

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

7. *Exclusive Rights.*

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

1. *Fee and Rental Structure.*

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

2. *Airport Revenues.*

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- a. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

3. *Reports and Inspections.*

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

4. *Use by Government Aircraft.*

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

1. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

2. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

1. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award.”

a. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- b. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- c. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

2. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

1. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
2. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
3. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

3. *Engineering and Design Services.*

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

1. *Foreign Market Restrictions.*

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

2. *Policies, Standards, and Specifications.*

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

3. *Relocation and Real Property Acquisition.*

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

4. *Access By Intercity Buses.*

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

5. *Disadvantaged Business Enterprises.*

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

1. *Hangar Construction.*

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

2. *Competitive Access.*

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

3. *Access to Leaded Aviation Gasoline*

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars

I have read and agree to follow the attached FAA Grant Assurances.

City of Edinburg, Texas
(Sponsor)

By: _____ Myra L. Ayala

Title: _____ City Manager

Date: _____

For more information, please consult the AIP handbook.

https://www.faa.gov/airports/aip/aip_handbook/

Table 2-5 Duration and Applicability of Grant Assurances (Airport Sponsors)

Assurances that...	Include (by assurance # if applicable)...
d. Apply for the useful life of the project (not to exceed 20 years from the grant acceptance date) except in the case of a land acquisition grant, for which the useful life is indefinite and the assurance obligations do not expire.	#5 Preserving Rights and Powers #11 Pavement Preventive Maintenance (This applies to all of the airfield pavement on the airport, not just the specific pavement in the grant.) #19 Operations and Maintenance #20 Hazard Removal and Mitigation #21 Compatible Land Use #22 Economic Nondiscrimination #24 Fee and Rental Structure #27 Use by Government Aircraft #28 Land for Federal Facilities #29 Airport Layout Plan #36 Access by Intercity Buses #37 Disadvantaged Business Enterprises (See 49 CFR parts 23 and 26, since certain program requirements may extend the obligation beyond the 20 year period, while the DBE requirements for the project apply until the project is closed.) #38 Hangar Construction #39 Competitive Access
e. Last for as long as the airport is owned and operated as an airport	#23 Exclusive Rights #25 Airport Revenue #30 Civil Rights #31 Disposal of Land

Table 3-7 Minimum Useful Life

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles (unless listed separately below)	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. ARFF vehicles	15 years
h. ARFF structural gear (firefighting suits), which has less heat insulation than proximity gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	7 years
i. ARFF proximity gear (firefighting suits), which is also referred to as slicks, bunker, or turn out gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	5 years
j. NAVAIDs and Weather Reporting Equipment	15 years
k. Buildings	40 years
l. Land	Unlimited
m. Loading Bridges	20 years
n. Fencing	20 years

Attachment F

SPECIAL CONDITIONS

1. **Airport Layout Plan (ALP)**. The State and Sponsor understand and agree to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the State or the FAA, as described by 49 § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).
2. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program**. The State and Sponsor understand and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of their DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).
3. **Wildlife Fence**. The State and Sponsor understand that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.
4. **Plans and Specifications Approval Based Upon Certification**. The FAA, the State, and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the State's and Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The State and Sponsor understand that:
 - a. The State's and Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a State's and Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
5. **Buy American Executive Orders**. The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
6. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to

compliance the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

RESOLUTION NO. _____

STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AIRPORT PROJECT PARTICIPATION AGREEMENT (APPA) WITH TEXAS DEPARTMENT OF TRANSPORTATION AVIATION DIVISION (TxDOT) TO ACT AS AGENT FOR CITY OF EDINBURG IN MATTERS CONNECTED TO TxDOT PROJ. 2521EDINB AIRPORT PERIMETER FENCE REPLACEMENT PROJECT
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, City of Edinburg intends to make continuous improvement to South Texas International Airport at Edinburg, consisting of preventive and responsive maintenance, repairs and projects as necessary; and

WHEREAS, City of Edinburg engages such maintenance, repairs and improvements in manners consistent with Federal Aviation Administration regulations and precepts; and

WHEREAS, City of Edinburg had been awarded federal FY 2023 Community Project Funding for Security Fencing in the amount of \$1,800,000.00, plus \$200,000.00 (10%) match from Sponsor City of Edinburg, for a total \$2,000,000.00 to replace airport perimeter fence and gates; and

WHEREAS, the first phase of the project was TxDOT Proj. No. 2421EDINB whereby TxDOT through its APPA with City of Edinburg selected a professional engineer to design airport perimeter fence and gates replacement; and

WHEREAS, through TxDOT public request for competitive bids process a contractor was determined for the Edinburg Airport Perimeter Fence Replacement Project; and

WHEREAS, now the Airport Perimeter Fence Replacement Project's federal funding has been secured by TxDOT, and TxDOT is prepared to proceed as agent for City of Edinburg for the Project 2521EDINB construction phase under a new APPA; and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the federal funding source; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of federal funds, City of Edinburg assures that the funds will be returned to the TxDOT in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to accept, alter, terminate and execute any and all documents related to the grant on behalf of the City; and

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

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

SECTION 2. City Manager is hereby directed to execute on behalf of City of Edinburg an Airport Project Participation Agreement for TxDOT to act as its agent for Proj. No. 2521EDINB Edinburg Airport Perimeter Fence Replacement Project.

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 BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a regular meeting of the City Council of the City of Edinburg at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code §551.041 on the 7th day of October 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: October 7, 2025

RESOLUTIONS

Agenda Item No: 12.C.

Board of Directors of the Hidalgo County Appraisal District

1. Agenda Item:

Discuss and Consider Resolution Nominating a Candidate or Candidates for the Board of Directors of the Hidalgo County Appraisal District for 2026-2029. [Clarice Y. Balderas, City Secretary]

2. Description:

The Hidalgo County Appraisal District (HCAD) will be conducting the voting entitlement for the 2026-2029 term of the Board of Directors from September through December 2025.

In accordance to the Texas Property Tax Code Section 6.03 Board of Directors

(a) “To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.”

Each voting taxing unit may nominate one (1) but no more than two (2) candidates for a place on the ballot or none. The presiding officers of each taxing unit are to submit the name(s) of their nominee(s) by written Resolution to the Chief Appraiser before October 15, 2025.

The City Council of the City of Edinburg is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors. If nomination(s) are made the City of Edinburg will submit the nominee(s) for the Hidalgo County Appraisal District’s Board of Directors for 2026-2029, by form of a written Resolution.

Before October 1, 2025-Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2025-2026 election for the Board of Directors for the Appraisal District.

Before October 15, 2025-The Presiding Officer of the taxing unit submits the name(s) of the candidates by written resolution to the Chief Appraiser.

Before October 30, 2025-The Chief Appraiser prepares and delivers the ballot, listing the candidates in order by surname and the number of votes each taxing unit has, to the presiding officer.

Before December 15, 2025-Each voting unit with 250 or less of the total votes casts its votes by written resolution and submits it to the Chief Appraiser.

Before December 31, 2025-The Chief Appraiser shall count the votes and declare the candidates

who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

The Hidalgo County Appraisal District has requested the City of Edinburg City Council submit the names of the nominees by written resolution to the Chief Appraiser by October 15, 2025.

3. Staff's Recommendation:

Consider nomination of candidate(s) or none for the Board of Directors of the Hidalgo County Appraisal District for 2026-2029

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:

- A. Hidalgo Count Appraisal District-Resolution
- B. Hidalgo County Appraisal District

RESOLUTION NO: _____

**THE STATE OF TEXAS § A RESOLUTION OF THE CITY COUNCIL OF THE
COUNTY OF HIDALGO § CITY OF EDINBURG EXPRESSING ITS
CITY OF EDINBURG § NOMINATION(S) FOR APPRAISAL DISTRICT
 § DIRECTORS FOR 2026-2029 OF THE HIDALGO
 COUNTY APPRAISAL DISTRICT BOARD OF
 DIRECTORS**

WHEREAS, the City Council of the **CITY OF EDINBURG** is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, these directors shall serve a term beginning January 1, 2026 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate up to two (2) individuals for said board; and,

WHEREAS, the City Council of the **CITY OF EDINBURG** must submit the names of the nominees by written resolution to the Chief Appraiser by October 15, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, that the name(s) of:

is/are hereby nominated by the City Council of the **CITY OF EDINBURG** to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, the City Council of the **CITY OF EDINBURG** directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 7th day of October, 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

HIDALGO COUNTY APPRAISAL DISTRICT

Joe D. Olivarez Chairman
Eddy Betancourt Vice-Chairman
Amador Requenez Secretary
Richard A. Garza Member
Albert D. Cardenas Member



Pablo "Paul" Villarreal, Jr. Member
Place 1 Erica E. Canales Member
Place 2 Veronica "Ronnie" Ontiveros Member
Place 3 Karina Cardoza Member
Rolando Garza Chief Appraiser

PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
www.hidalgoad.org

August 20, 2025

City of Edinburg Secretary
Ms. Clarice Yvette Balderas
415 W. University Dr.
Edinburg TX 78539

Dear Ms. Balderas,

As per Senate Bill 2 of the 2nd Called Session of the 88th Legislature, the Hidalgo County Appraisal District (HCAD) will be conducting the voting entitlement for the 2026-2029 term of the Board of Directors (BOD) from September through December 2025. I have included with this letter a timeline with important information and dates to assist you with the voting entitlement process.

Per Sec. 6.0301 of the Texas Property Tax Code (TPTC), HCAD is governed by a BOD appointed by the eligible taxing units participating in the district AND elected by majority vote at the general election for state and county officers. The BOD consists of nine (9) members, five (5) members who are appointed by participating entities, three (3) members elected by the voters of the county, and one (1) ex officio member, who, by state statute, is the County Tax Assessor/Collector. Members of the BOD appointed by the eligible taxing units serve staggered four-year (4) terms beginning January 1 of every other even-numbered year, and elected BOD members serve staggered four-year (4) terms starting January 1 of every other odd-numbered year.

The eligible voting taxing units will appoint two (2) BOD members during this year's appointment process. Therefore, the initial step will be for participating taxing units to nominate candidates by **resolution**. Each eligible taxing unit may nominate (1) but no more than two (2) candidates for a place on the ballot. The governing body for each eligible taxing unit must submit the adopted resolution with the candidate's name(s) and their contact information to the Chief Appraiser **before October 15th**.

Before October 30th, the Chief Appraiser shall prepare and deliver a ballot to the presiding officer of each eligible taxing unit, listing the candidates whose names were submitted on time and the number of votes the taxing unit is entitled to. The governing body shall then determine its vote and submit such vote by an adopted resolution to the Chief Appraiser **before December 15th**.

Before December 31st, the Chief Appraiser shall count all timely submitted votes, declare the two candidates that received the most votes elected, and submit the results to the candidates and the governing bodies of each taxing unit in the district.

Please do not hesitate to contact me if you need further assistance or additional information regarding the voting entitlement process.

Sincerely,

A handwritten signature in cursive script that reads "Rolando Garza".

Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

Joe D. Olivarez
Eddy Betancourt
Amador Requenez
Richard A. Garza
Albert D. Cardenas

Chairman
Vice-Chairman
Secretary
Member
Member



Pablo "Paul" Villarreal, Jr. Member
Place 1 Erica E. Canales Member
Place 2 Veronica "Ronnie" Ontiveros Member
Place 3 Karina Cardoza Member
Rolando Garza Chief Appraiser

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Edinburg, TX 78540-0208
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 Hidalgo County Appraisal District Timeline Election of the Board of Directors 2026 - 2029	
August 2025 But before October 1, 2025	Notify all presiding officers of each taxing unit about the upcoming election and their voting entitlement for the 2025-2026 election for the Board of Directors for the Appraisal District.
Before October 15, 2025	The Presiding Officer of the taxing unit submits the name(s) of the candidate(s) by written resolution to the Chief Appraiser.
Before October 30, 2025	The Chief Appraiser prepares and delivers the ballot to the presiding officer, listing the candidates in order by surname and the number of votes each taxing unit has.
At the First or Second Open Meeting After Receiving Ballot OR Before December 15, 2025	Each voting unit with 250 or more of the total votes casts its votes by written resolution and submits them to the Chief Appraiser before the third day after adopting the resolution. OR Each voting unit with fewer than 250 votes casts its votes by written resolution and submits them to the Chief Appraiser.
Before December 31, 2025	The Chief Appraiser shall count the votes, declare the candidates elected with the largest cumulative vote total, and submit the results to the governing bodies and the candidates.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

ELECTION

Agenda Item No: 13.A.

Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 04, 2025. [Clarice Y. Balderas, City Secretary]

2. Description:

On August 04, 2025, at a regularly scheduled meeting, the Edinburg City Council approved ordering a General Election for the purpose of electing, a Mayor, Councilmember Place One and Councilmember Place Two. Since 2017, the Hidalgo County Elections Administration has been conducting the city's general, special, run-off, and bond elections.

Historically, it has been more cost effective and efficient to contract with the Hidalgo County Elections Administration to solely conduct the city's elections. City staff has communicated with the Hidalgo County Elections Administration Office to provide the city with a full service contract and cost estimate to conduct the November 04, 2025, City of Edinburg General Election.

City staff is presenting the contract and the cost estimate provided by the County for the City Council's consideration.

Funding is available in the 2025-2026 Fiscal Year General Fund Operating Budget.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 04, 2025.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

- A. City of Edinburg- November 4, 2025 General & Special Entities Elections Contract
- B. 2025 City of Edinburg Estimate

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Hilda Ann Salinas**, hereinafter referred to as “**ADMINISTRATOR**”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and **CITY OF EDINBURG** hereinafter referred to as the “**ENTITY**”, pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **GENERAL AND/OR SPECIAL ELECTION** to be held on **NOVEMBER 4, 2025**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **NOVEMBER 4, 2025**, election of the ENTITY (the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable, two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish **countywide** polling places for the election held on **NOVEMBER 4, 2025**, and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof;

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **NOVEMBER 4, 2025**, and any runoff, if applicable.
- 1.02 If applicable, acknowledgement of Shared Polling Places: The ENTITY acknowledges that the ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

ARTICLE II SERVICES

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:
 - (A) Procure, provide, code and distribute Hart Hybrid voting systems and election equipment, and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;
 - (B) Prepare and provide Hart Hybrid device training for election workers;
 - (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machine to be utilized by ENTITY during Early Voting and Election Day;
 - (D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book,

insurance, and delivery fee, as well as supplies such as but not limited to labels and printer;

- (E) Provide and prepare all mail-in ballot supplies, paper ballots, envelopes and postage;
- (F) Provide training for Judges/Alternates/Clerks;
- (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
 - (1) Ballots (print and distribution only);
 - (2) Election kits and election paperwork;
 - (3) Ballot boxes and voting booths;
- (H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
- (I) Procure Early Voting polling places and Election Day polling places;
- (J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Prepare, distribute, and publish joint notice of election (Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules as required by law. Notice will also be posted on the Hidalgo County elections website (Texas Election Code Section 4.008).
- (L) Notify the election judges of the date, time and place of the election;
- (M) Procure and pay election judges, alternate judges and clerks for Early Voting and Election Day voting;
- (N) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
- (O) Procure and pay Early Voting Ballot Board members;
- (P) Provide information for election officers;
- (Q) Provide such incidental related services as may be necessary to conduct the election;
- (R) Serve as the Early Voting Clerk;
- (S) Establish a Central Counting Station for the purpose of tabulating ballots;
- (T) Tabulate election results in preparation for ENTITY's canvassing;
- (U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.

- (V) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;
- (W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;
- (X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;
- (Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
 - (1) The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.
 - (2) If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.
 - (3) The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.
 - (4) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.
- (Z) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to prohibiting firearms on the premises of a polling place;

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;
- (B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$16.00 per hour for Election Judges and \$14.00 per hour for Alternate Judges and \$12.00 per hour for Clerks for both Early Voting and Election Day. The entity shall pay the proportionate cost of training for Election Workers at the rate of \$10.00 per hour per person, and Delivery / Pick Up Fee of \$50.00 for Election Judges for each Early Voting and Election Day Polling location.

- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (D) Canvass the Election Results for the ENTITY’S governing body;
- (E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed; and
 - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election, as applicable;
- (G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.
- (H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.
- (I) Create the appropriate sample ballot and candidate placement for the Entity’s election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

ARTICLE III SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV SERVICES NOT PROVIDED BY COUNTY

- 4.01. ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), canvassing election results as required by Texas Election Code 67.002(2). In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity’s election.

ARTICLE V
TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 HART Hybrid voting machines:

- (A) One base charge of \$475.00 for Coding Hybrid voting machines.
- (B) A \$10.00 recording fee for each Audio File;
- (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
- (D) A fee of \$610.00 for each Verity Scan/ Ballot Box, a fee of \$150.00 for each Verity Duo Go (curbside voting machine), a fee of \$465.00 for each Verity Controller, and a fee of \$447.00 for each Verity Touch Duo Voting Machine, with a minimum of two per polling site.
- (E) Cost of delivery and pick-up of Verity Duo Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost; Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and as applicable;
- (F) The above described fees shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

- (A) Database access at \$100.00 per day;
- (B) To include but not limited to the Early Voting and Election Day laptop rentals at \$150.00 per location;
- (C) Printer label fee of \$.03 per label (price subject to change);
- (D) Creation of separate Username and password for each polling location at \$20.00 per location;

6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers, and Personal Protective Equipment (PPE). One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements (if applicable);

- 6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at \$16.00 per hour for Election Judges, \$14.00 per hour for Alternate Judges and \$12.00 per hour for Clerks for both Early Voting and Election Day. The entity shall also pay the proportionate cost for training of Election Workers at the rate of \$10.00 per hour per person, and the Delivery / Pick Up Fee of \$50.00 for Election Judges for each Early Voting and Election Day polling location.
- (B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.08 Reimburse the County the cost of the Early Voting Ballot Board Judge at the rate of \$16.00 per hour, the Alternate Judge at the rate of \$14.00 per hour, and clerks at the rate of \$12.00 per hour;
- 6.09 One copy of canvass report will be provided to the ENTITY electronically at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;
- 6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;
- 6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of \$10.00 per phone line and a vendor base fee of \$4.99 per phone line;
- 6.12 Billing:
- (A) The form of the invoice to be used in the final billing by the COUNTY, includes good faith estimate of costs which reflects 100% voter turnout based on the total amount of entity's registered voters.
- (B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100(d).
- (C) Costs to be shared between contracting ENTITIES will be rounded to the nearest dollar.
- (D) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
- (E) Payment shall be made by check payable to the Hidalgo County Elections Department.
- (F) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed

to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Hilda Ann Salinas
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Myra L. Ayala
City Manager
P.O. Box 1079
Edinburg, Texas 78540

- (G) Any balances, if any remain after the payment of all costs of election bills, shall be paid in full within 30 days.

ARTICLE VII

- 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO CONTRACTED FOR USE OF THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT IF LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

- 8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

SIGNED this _____ day of _____, 2025

APPROVAL COUNTY OF HIDALGO:

CITY OF EDINBURG
ENTITY

BY: _____
RICHARD F. CORTEZ
COUNTY JUDGE

BY: _____
Myra L. Ayala, City Manager

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

ELECTIONS ADMINISTRATOR

BY: _____
Josephine Ramirez Solis

BY: _____
HILDA ANN SALINAS

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
TORIBIO "TERRY" PALACIOS

BY: _____
LEIGH ANN TOGNETTI,
Assistant District Attorney



2025 Hidalgo County Elections Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Edinburg Mayor, Councilmember Place 1, & Councilmember Place 2		DATE: November 4, 2025			
6.01	Coding Services for HART	Price	Quantity	Total	
A	Base Charge: Ballot Coding	\$475.00	1	\$475.00	
B	Ballot Audio Files	\$10.00	12	\$120.00	
C	Election Media per Polling Location(s)	\$100.00	7	\$700.00	
D	Verity Controller(s)	\$465.00	7	\$3,255.00	
D	Verity Touch Duo Machine(s)	\$447.00	29	\$12,963.00	
D	Verity Scan and Ballot Box	\$610.00	7	\$4,270.00	
D	Verity Duo Go Carrier (Curbside Voters)	\$150.00	14	\$2,100.00	
E	Delivery/ Pick-up Fee (includes Mileage)	\$1,100.00	1	\$1,100.00	
Total iVotronic Coding Charges				\$24,983.00	
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total	
A	Voter Registration Database Access (Per Day)	\$100.00	13	\$1,300.00	
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$150.00	14	\$2,100.00	
C	Printer Labels (per vote)	54110 \$0.03	108220	\$3,246.60	
D	Username/Password - Per Polling Location	\$20.00	7	\$140.00	
Total Electronic Poll Book Charges				\$6,786.60	
6.03	Supplies	Price	Quantity	Total	
	Early Voting Combination Forms	\$0.55	1150	\$632.50	
	Election Day Combination Forms	\$0.55	1150	\$632.50	
	Election Judge Kit for Early Voting	\$50.00	3	\$150.00	
	Election Judge Kit for Election Day	\$50.00	4	\$200.00	
	Verity Access Thermal Code paper (per vote)	\$0.10	54110	\$5,411.00	
	EV/ ED Thermal Ballot paper (per vote)	\$0.40	54110	\$21,644.00	
	I VOTED stickers (per vote)	\$0.01	54110	\$541.10	
	Polling Location Map(s)	\$17.00	7	\$119.00	
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	1500	\$300.00	
	Covid PPE's per location	\$12.66	7	\$88.62	
Total Supplies Charges				\$29,718.72	
6.04	Mail & Ballot Service	Price	Quantity	Total	
	Mail-in-Paper Ballots	\$0.40	850	\$340.00	
	Mail-in-Ballots Kit(s) per request	\$2.00	850	\$1,700.00	
	Postage Mail-in-Ballots (per request)	\$1.67	850	\$1,419.50	
	Correspondence Postage	\$0.78	4	\$3.12	
Total Mail & Ballot Service Charges				\$3,462.62	
6.05	Advertisements/Notices	Price	Quantity	Total	
	The Monitor newspaper	\$1,500.00	1	\$1,500.00	
	Local newspaper		0	\$0.00	
Total Advertisement/Notice Charges				\$1,500.00	
6.07	*Payroll for Training and Election Poll Workers	Price	Total		
	Payroll for Early Voting Employees	\$67,764.00	\$67,764.00		
	Payroll for Election Day Employees	\$6,320.00	\$6,320.00		
Total Payroll Charges				\$74,084.00	
	Payroll for Staff Overtime	Price	Total		
	Payroll for Early Voting and Election Day Staff Employees	\$7,500.00	\$7,500.00		
Total Payroll Charges				\$7,500.00	
6.08	Payroll for Ballot Board	Price	Quantity	Total	
	Ballot Board	\$850.00	1	\$850.00	
Total Ballot Board Charges				\$850.00	
6.10	Insurance	Hourly rate	Hours wk	%	Total
	Liability insurance for Early Voting Supervisors (3)	\$ 16.00	573	0.0021	\$19.25
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Alternates (3)	\$ 14.00	573	0.0021	\$16.85
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Clerks (22)	\$ 12.00	4202	0.0021	\$105.89
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Presiding Judges (4)	\$ 16.00	60	0.0021	\$2.02
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Alternates (4)	\$ 14.00	60	0.0021	\$1.76
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Clerks (24)	\$ 12.00	360	0.0021	\$9.07
	(hourly rate X hrs worked X .0021)				
Total Insurance Charges				\$154.84	
6.11	Cell Phones	Price	Quantity	Total	
	Verizon Wireless phone (subject to change with out notice)	\$45.00	7	\$315.00	
Total Cell Phone Charges				\$315.00	
6.12	Subtotal			\$149,354.78	
	Administrative Fees (10%)			\$14,935.48	
	ESTIMATED GRAND TOTAL			\$164,290.26	



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

APPOINTMENTS

Agenda Item No: 14.A.

Appointments

1. **Agenda Item:**

Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Planning and Zoning Commission, Four Members; Zoning Board of Adjustment, Consider Appointment of Andrew Leal Almaguer. [Clarice Y. Balderas, City Secretary]

2. **Description:**

City staff is presenting the following appointments to the City Advisory Boards, Councils, Commissions and Committees for consideration:

Planning and Zoning Commission (4 Members) - Function: Review and make recommendations to the City Council on rezoning; special use permits; and subdivisions.

Present Member (s): Victor John Daniec, Rene Olivarez, Jorge A. Gonzalez, Rudy Ramirez

Applicant (s): Victor John Daniec, Rene Olivarez, Jorge A. Gonzalez, Rudy Ramirez, Gabriel Salinas, Aaron Ray Villarreal, Matthew Lee Garnett, Roel Zamora

Zoning Board of Adjustment (1 Member) - Function: The Zoning Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the Building Inspector. The Board of Commissioners may from time to time amend, supplement or change by ordinance the boundaries of the districts or the regulations herein established.

Present Member(s): Andrew Leal Almaguer

Current Zoning Board of Adjustment Designations: Michael Aaron Cantu (Chair), Eliseo Garza, Jr. (Vice Chair), Marc A. Gonzalez (Member), Ruben Ruiz, Jr. (Member), Omar Govea (Member), Andrew Leal Almaguer (Alternate 1), Dustin Garza (Alternate 2), Mathew Cruz (Alternate 3), Antonio L. Garza, Jr. (Alternate 4)

The Zoning Board of Adjustment designation of voting members and alternates when appointed to serve on the advisory board is at Council's discretion. Currently, city staff is presenting the list for Council's consideration to designate the five voting members and four alternates. The alternates will need to be listed in a designated order.

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

Sec. 32.01 – Residence or tax paying status requirements for membership.

Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.

Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall serve two-year terms with no limits on the number of terms they may serve. Board members whose two-year term has ended may continue to serve until a replacement has been appointed.

Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Planning and Zoning Commission, Four Members; Zoning Board of Adjustment, Consider Appointment of Andrew Leal Almaguer.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Yamilet Galvez,
Administrative Specialist

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.A.

Agreement with the Edinburg Chamber of Commerce & Edinburg
Convention and Visitors Bureau

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce & Edinburg Convention and Visitors Bureau for the Period of October 01, 2025 through September 30, 2026 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]

2. Description:

The Edinburg Chamber of Commerce and Edinburg Convention and Visitors Bureau serves the Edinburg community and the surrounding region with the purpose of advancing commerce, improving the quality of life, and increasing tourism for the City of Edinburg.

The contract establishes the performance measures to be used as indicators of the services provided by the Edinburg Chamber of Commerce and the Edinburg Convention and Visitors Bureau for Fiscal Year 2025-2026.

The contract period shall be for one year beginning October 1, 2025 and ending September 30, 2026.

If approved as presented, funding is available in the FY2025-2026 Budget in the amount not to exceed \$175,000.00 from General Fund Non-Departmental for the Edinburg Chamber of Commerce; and \$215,000 from the Hotel Occupancy Tax Fund for the Edinburg Convention and Visitors Bureau.

The total amount of proposed funding is \$390,000.00.

3. Staff's Recommendation:

Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce & Edinburg Convention and Visitors Bureau for the Period of October 01, 2025 through September 30, 2026 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund.

Reviewed by:

Prepared by:

Nelda Ramirez, Assistant
City Manager

Attachments:

A. COE and Edinburg Chamber- CVB 2025-2026

STATE OF TEXAS	§	AGREEMENT BETWEEN THE
	§	CITY OF EDINBURG AND THE
COUNTY OF HIDALGO	§	EDINBURG CHAMBER OF
	§	COMMERCE / EDINBURG
	§	CONVENTION AND VISITORS
CITY OF EDINBURG	§	BUREAU

This agreement, entered into this the 29 day of September, 2025, by and between the City of Edinburg, a municipal corporation of Hidalgo County, Texas (hereinafter referred to as "City") and the Edinburg Chamber of Commerce and Edinburg Convention and Visitors Bureau (hereinafter referred to as "Chamber").

RECITALS

WHEREAS, the Edinburg Chamber of Commerce is a network of leaders serving Edinburg and the region as an advocate and resource, advancing commerce and the quality of life; and

WHEREAS, the City of Edinburg adopted the Fiscal Year 2025-2026 Budget on September 16, 2025 allocating the amount of \$390,000 for the Chamber; and

WHEREAS, the City of Edinburg appropriated \$175,000 within the General Fund Non-Departmental Funds and \$215,000 within the Hotel Occupancy Tax Fund; and

WHEREAS, said funding will be utilized by the Chamber to operate effectively and efficiently while promoting the City of Edinburg and offering events and activities which improve the quality of life for the residents of Edinburg and visitors alike;

NOW, THEREFORE, the City and the Chamber do mutually agree to the following

SECTION I

RESPONSIBILITIES OF CITY

A. As part of its obligation under statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to allocate to the Chamber a portion of the money actually received by the City from the local hotel occupancy tax as collected by the County Tax Assessor-Collector, in consideration for the Chamber advertising and promoting tourism for the visitor market from which the City derives direct tourism income benefit.

SECTION II

RESPONSIBILITIES AND SCOPE OF SERVICES OF THE CHAMBER

A. The Chamber agrees that any local Hotel Occupancy Tax and General Funds paid by the City of Edinburg shall be utilized only as allowed by law. Other funds received shall be

used only in the specific areas to provide the services relating to business memberships, operations, program development, advertising, outreach, promotions, and special events.

B. The Chamber agrees that, from the amount received under this Agreement, \$215,000 shall be used for the Edinburg Convention and Visitors Bureau activities and for no other purpose. The Chamber agrees that \$175,000 of the amount received shall be used for Chamber operations and for no other purpose.

C. The following Performance Measures and Deliverables will be used for indicators of the services provided by Chamber. The following activities shall be done in coordination with the City Department of Economic Development, Division of Cultural Arts, and the City Manager's Office to ensure alignment of priorities, effectiveness, and efficient delivery of services.

1. Business Engagement

- a) The Chamber shall maintain active engagement with new and existing business within the city and deliver services and resources for business members such as networking, educational, and promotion/marketing events and opportunities.
- b) The Chamber shall assist the city in maintenance of a master directory of Edinburg Businesses, partner with the city in business capacity-building events, and conduct joint outreach activities to the local business community.

2. City Branding & Tourism

- a) The Chamber shall maintain the Edinburg Visitor Center and the Edinburg Convention and Visitors Bureau to provide a resource for city visitors with applicable maps, publications, promotional materials, visitor surveys, and attraction information.
- b) The Chamber shall administer the designated Edinburg visitor and tourism website including a calendar of events. Website, calendar, and social media content shall be created, updated, and maintained, as appropriate. The Chamber may generate additional revenue opportunities from the website with approval and coordination with the City.
- c) The Chamber will develop and promote an updated digital marketing campaign to be completed within the contract period. All content shall be developed with approval and coordination with the City.

3. Special Events

- a) The Chamber shall coordinate annual special events and festivals to provide an enhanced quality of life to Edinburg residents while boosting the local economy by attracting visitors and tourists to the city.

Fiscal Year 2025-2026 coordinated events shall include the following:

- Holiday Night of Lights Parade
- Texas Cook'Em: High Steaks in Edinburg
- Fiesta Edinburg
- Mayor's Prayer Breakfast

(Dates, location, and event scope may be modified with approval and coordination with the City)

- b) The Chamber shall promote, market, and collaborate on city-sponsored events such as festivals, recreational events, groundbreaking and ribbon cuttings.
- c) The Chamber shall raise public awareness and actively market the City's assets, festivals, events, and recreational opportunities through social media, newsletters, and other marketing materials.

4. Community & Governmental Partnership

- a) The Chamber shall remain active in local, state, and federal government affairs activities and advocacy for issues and policies impacting Edinburg. Education, advocacy and communication forums shall be coordinated appropriately such as the Public Affairs Series to keep local stakeholders informed while maintaining open lines of communication with elected officials.
- b) The Chamber will engage in partnerships and collaboration on Chamber-led activities such as Leadership Edinburg, Awards Ceremonies, and Chamber Board activities.

SECTION III

TIME OF PERFORMANCE

A. Time of performance for this contract shall be one year beginning October 1, 2025 and ending September 30, 2026.

B. The Chamber agrees to provide the City with a written Annual Report of Performance and Budget Expenditure by September 30, 2026 outlining the outcomes of Performance Measures and Deliverables as defined in Section II. A representative of the Chamber shall present the report at a meeting of the City Council when requested by City.

C. City shall have the right to audit and inspect Chamber's records to verify expenditures.

SECTION IV

PAYMENT AND FEES

A. City agrees to pay Chamber \$390,000 for the services defined in Section II (the "Services").

B. Payment for Services will be made in twelve (12) equal payments to be made monthly, upon receipt of invoice and any supporting documentation from the Chamber. Such payment shall cover Services provided from October 1, 2025 through September 30, 2026 and be made in compliance with and as required by state law.

SECTION V

TERMINATION

A. Either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice.

B. Upon termination or completion of this Agreement, City shall have no liability to Chamber except for Services performed 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.

SECTION VI

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the Section below.

SECTION VII

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 VIII

INDEMNIFICATION

A. To the maximum extent allowed by law, Chamber 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 Chamber, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Chamber agrees to assist City in defense of claims or litigation brought against the City related to this Agreement.

SECTION IX

LIMITATION OF LIABILITY

A. Chamber 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 \$390,000. Chamber 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, Chamber'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 X

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 XI

INSURANCE

A. The Edinburg Chamber of Commerce shall keep in effect a policy of general liability. Said insurance policy shall name the City of Edinburg as an additional insured. Said policy, or duplicate original thereof, must be filed with the City of Edinburg before any operations contemplated by this Agreement are begun.

SECTION XII

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 XIII

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:

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

Notices to Chamber:

Edinburg Chamber of Commerce
Attn: Ronnie Larralde, President
P.O. Box 85
Edinburg, Texas 78540

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 XIV

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 XV

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 Chamber 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 Chamber 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 29 day of September, 2025.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
P.O Box 1079
Edinburg, Texas 78539
Phone: 956-388-8207

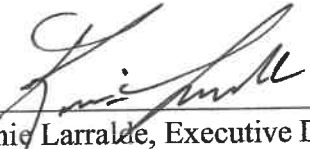
ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine R. Solis, City Attorney

**EDINBURG CHAMBER OF
COMMERCE**

By:  _____
Ronnie Larralde, Executive Director
Edinburg Chamber of Commerce
602 W. University Drive
Edinburg, Texas 78539
Phone: 956-383-4974



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.B.

Agreement with the Museum of South Texas History

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Agreement with the Museum of South Texas History for the Period of October 01, 2025 through September 30, 2026 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]

2. Description:

The Museum of South Texas History serves the Edinburg community and the surrounding region with the purpose of advancing and improving the quality of life for its residents and tourists. It has an outreach to over 200,000 participants with over 25,000 annual visitors.

The contract establishes the performance measures to be used as indicators of the services being provided by the Museum of South Texas History for Fiscal Year 2025-2026.

The contract period shall be one year, beginning October 1, 2025 and ending September 30, 2026.

If approved as presented, funding will be available in the FY2025-2026 Budget in the amount not to exceed \$160,000 from General Fund Non-Departmental; and \$95,000 from the Hotel Occupancy Tax Fund for the Museum of South Texas History (MOSTH).

The total amount of proposed funding is \$255,000.

3. Staff's Recommendation:

Approve authorizing the City Manager to enter into an agreement with the Museum of South Texas History for the period of October 01, 2025 through September 30, 2026 for funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund.

Reviewed by:

Prepared by:

Nelda Ramirez, Assistant
City Manager

Attachments:

A. Museum of South Texas FY25-26

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF EDINBURG

§
§
§

AGREEMENT BETWEEN THE CITY
OF EDINBURG AND MUSEUM OF
SOUTH TEXAS HISTORY

This agreement, entered into this the ____ day of _____, 2025, by and between the City of Edinburg, a municipal corporation of Hidalgo County, Texas (hereinafter referred to as "City") and the Museum of South Texas History (herein called "Museum").

RECITALS

WHEREAS, City is interested in assisting Museum of South Texas History to provide the community of Edinburg and other visitors with services related to the operation of a regional historical museum; and

WHEREAS, the Museum of South Texas History has an outreach to over 200,000 participants with over 25,000 annual visitors; and

WHEREAS, City has available Hotel Occupancy Tax Funds for such purposes; and

WHEREAS, the City desires for the Museum of South Texas History to be a tourist destination;

WHEREAS, City desires to provide a contribution to the Museum of South Texas History to render certain services in connection therewith.

NOW, THEREFORE, the City and the Museum do mutually agree to the following

SECTION I **SCOPE OF SERVICES OF THE MUSEUM**

A. The Museum agrees that any local Hotel Motel Occupancy Tax paid by the City of Edinburg shall be utilized only as allowed by law. Other funds received shall be used only in the specific areas to support the successful operations of the facility through supplemental funding for salaries, advertising, exhibits, programs, and preservation of museum collections.

A. B. The parties agree that the following four (4) Performance Measures will serve as indicators of the services (the "Services") provided by the Museum pursuant to this Agreement.

1. Participant Engagement
 - a) The level of museum engagement by attending visitors to the museum and virtual programming.
 - b) The overall ratings from the participants through survey feedback and comments.
2. Programs & Events
 - a) The successful production and coordination of programs and events.
 - b) The coordination of special event to attract citizens of Edinburg, Valley residents and tourist
3. Outreach
 - a) The volume and appropriate extent of advertising and marketing programs.
 - b) The development and distribution of promotional materials.
4. Operations
 - a) The efficient operations of museum facilities
 - b) The growth and preservation of Museum Collections.

C. In addition, to further attract local visitors, the museum agrees to reduce admission rates for residents of the City of Edinburg by \$1.00 and provide free general admission to current employees of the City.

SECTION II

TIME OF PERFORMANCE

A. Time of performance for this contract shall be one year beginning October 1, 2025 and ending September 30, 2026.

B. Museum agrees to provide the City with a written Annual Report of Performance by September 30, 2026 describing how its Services delivered were consistent with this Agreement. A representative of the Museum shall present the report at a meeting of the City Council when requested by the City.

C. City shall have the right to audit and inspect Museum's records to verify expenditures.

SECTION III
PAYMENT AND FEES

B. City agrees to pay Museum \$255,000 for the Services defined in Section I -Scope of Services of the Museum.

C. Payment for Services will be made in twelve (12) equal payments to be made monthly, upon receipt of invoice from the Museum. Such payment shall cover Services provided from October 1, 2025 through September 30, 2026.

SECTION IV
TERMINATION

A. Either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice.

B. Upon termination or completion of this Agreement, City shall have no liability to Museum except for Services performed prior to receipt of notice of termination or cancellation. The terms and conditions in the 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.

SECTION V
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 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 if any Dispute, the parties may proceed in accordance with the Section below.

SECTION VI

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 VII

INDEMNIFICATION

A. To the maximum extent allowed by law, Museum 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 Museum, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Museum agrees to assist City in defense of claims or litigation brought against the City related to this Agreement.

SECTION VIII

LIMITATION OF LIABILITY

A. Museum 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 \$100,000. Museum 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, Museum'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 IX

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 X **INSURANCE**

The Museum of South Texas History shall keep in effect a policy of general liability. Said insurance policy shall name the City of Edinburg as an additional insured. Said policy, or duplicate original thereof, must be filed with the City of Edinburg before any operations contemplated by this Agreement are begun.

SECTION XI **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 XII **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:

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

Notices to Museum:

Museum of South Texas History
200 N. Closner Blvd.
Edinburg, Texas 78541

Attn: Dr. Francisco Guajardo

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 XIII **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

SECTION XIV **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 Museum 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 Museum shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____,
2025.

CITY OF EDINBURG:

By: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
P.O Box 1079
Edinburg, Texas 78539
Phone: 956-388-8207

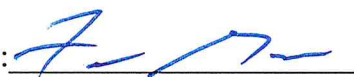
ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine R. Solis, City Attorney

**MUSEUM OF SOUTH TEXAS
HISTORY:**

By:  _____

Dr. Francisco Guajardo Ph.D
Chief Executive Officer
Museum of South Texas History
200 N. Closner Blvd
Edinburg, Texas 78539
Phone: 956-383-6911



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.C.

Award the City of Edinburg's Fiscal Year 2024-2025 Audit to Cascos & Associates, PC

1. **Agenda Item:**

Consider Exercising the Option to Award the City of Edinburg's Fiscal Year 2024-2025 Audit to Cascos & Associates, PC, for the Third Year, for an Amount Not to Exceed \$86,900.00 and Authorize the City Manager to Execute an Engagement Letter Relating Thereto. [Ascencion Alonzo, Director of Finance]

2. **Description:**

Staff recommends awarding the audit for Fiscal Year ending September 30, 2025 to the accounting firm of Cascos & Associates, PC. The firm of Cascos & Associates, PC, will perform an audit of the City's governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, they will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to their inquiries, the basic financial statements, and other knowledge they obtain during their audit of the basic financial statements.

Chapter 2254.001 Professional Services Procurement Act, defines Professional Services as services provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant. The procurement of an Auditing firm qualifies as a professional service. Under Local Government Code Chapter 252. Purchasing and Contracting Authority of Municipalities, Section 252.022 General Exemptions-a procurement for personal, professional, or planning services is exempt. Procurement of auditing services is exempt under the local government code.

The auditing fee will not exceed \$86,900 and is available in the Fiscal Year 2025-2026 Operating Funds Budget, Non-Departmental, Audit. The fee for this Fiscal Year's audit remained the same as last year's.

3. **Staff's Recommendation:**

Approve Exercising the Option to Award the City of Edinburg's Fiscal Year 2024-2025 Audit to Cascos & Associates, PC, for the Third Year, for an Amount Not to Exceed \$86,900.00 and Authorize the City Manager to Execute an Engagement Letter Relating Thereto.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director
of Finance

Attachments:
A. City of Edinburg Engagement Letter



Cascos & Associates, PC

Certified Public Accountants

Audit/Accounting/Tax/Consulting

AUDIT ENGAGEMENT LETTER

September 3, 2025

City of Edinburg, Texas
Attn: Myra L. Ayala
City Manager
415 W. University Drive
Edinburg, Texas 78540

We are pleased to confirm our understanding of the services we are to provide for City of Edinburg, Texas' (the "City") for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Schedule of Changes in Net Pension and OPEB Liability
- 4) Schedule of Contributions for Pensions and OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards.
- 2) Combining Statements and Schedules



765 East 7th Street / Brownsville, Texas 78520
Phone (956) 544-7778 Fax (956) 544-8465
Email: alfred.vera@cascoscpa.com



In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory Section

2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

Our planning has not been concluded, and modifications may still be made.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cascos & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cascos & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

With the recent passing of Carlos H. Cascos, Alfredo Vera, Jr., CPA has been appointed and authorized by the independent executor and sole beneficiary of the estate as the managing and supervising CPA of the firm. He will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$86,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered at the completion of our services. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and the members of the City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Respectfully,

Handwritten signature of Carlos H. Cascos in cursive script.

Cascos & Associates, PC
Brownsville, Texas

RESPONSE:

This letter correctly sets forth the understanding of the City of Edinburg, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.D.

2024-2025 Budget Transfers for the General Fund

1. Agenda Item:

Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund, Utility Fund, and Solid Waste Management 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.

Communications & Media

1. General Fund: FROM Membership Dues, Subscriptions TO Communications Service Agreements, in the Amount of \$1,200. [Roxanne Lerma, Director of Communications & Media]

Fire

1. General Fund: FROM Communications Service Agreements; Travel, Training, Meetings; Membership Dues, Subscriptions; Wearing Apparel; and Machines & Equipment TO Printing; Office Supplies; Tools; Motor Vehicle Fuel; Building; and Motor Vehicle Supplies, in the Amount of \$8,928. [Omar Garza, Fire Chief]

Information Technology

1. General Fund: FROM Office Maintenance & Contractual- IT TO Motor Vehicle Fuel, in the Amount of \$300. [Daniel Vera, Director of Information Technology]

Police

1. General Fund: FROM Wearing Apparel; Membership Dues, Subscriptions; and Workers Compensation Insurance TO Fuel; Food; Motor Vehicle Supplies; Office Hardware & Related Software; Machines & Equipment; and Overtime, in the Amount of \$113,600. [Jaime Ayala, Chief of Police]
2. General Fund: FROM Longevity; Seniority Pay; Taxes; Retirement; Group Insurance; Disability Insurance; and Workers Compensation Insurance TO Salaries; Overtime; Certification Pay; and Assignment Pay, in the Amount of \$637,753. [Jaime Ayala, Chief of Police]

Streets

1. General Fund: FROM Rents & Contractuals TO Motor Vehicles-Maintenance; Machines & Equipment; and Building & Structures, in the Amount of \$41,000. [Vincent Romero, Director of Public Works]

Recreation

1. General Fund: FROM Part-Time Wages TO Communications Service Agreements; Utilities; and Swimming Pool Maintenance, in the Amount of \$2,600. [Javier Garza, Director of Parks & Recreation]

Solid Waste Management

1. Solid Waste Management Fund: FROM Professional Services; and Rents & Contractuals TO Motor Vehicles-Maintenance, in the Amount of \$45,000. [Ramiro Gomez, Director of Solid Waste Management]
2. Solid Waste Management Fund: FROM Salaries; and Retirement TO Machines & Equipment, in the Amount of \$125,000. [Ramiro Gomez, Director of Solid Waste Management]
3. Solid Waste Management Fund: FROM Retirement TO Motor Vehicles-Supplies, in the Amount of \$50,000. [Ramiro Gomez, Director of Solid Waste Management]
4. Solid Waste Management Fund: FROM Salaries TO Motor Vehicles-Maintenance, in the Amount of \$150,000. [Ramiro Gomez, Director of Solid Waste Management]
5. Solid Waste Management Fund: FROM Utilities; and Communications TO Machines & Equipment, in the Amount of \$25,000. [Ramiro Gomez, Director of Solid Waste Management]

Utility Administration

1. Utility Fund: FROM Office Hardware & Related Software-IT; and Building & Structures TO Salaries; Certification Pay; Retirement; Group Insurance; Office Supplies; and Other Capital Outlay, in the Amount of \$46,460. [Gerardo Carmona, Director of Utilities]

Water Plant

1. Utility Fund: FROM Building & Structures TO Certification Pay; Raw Water For Sale; and Chemicals Medical & Lab, in the Amount of \$508,000. [Gerardo Carmona, Director of Utilities]

Systems

1. Utility Fund: FROM Sanitary Sewer TO Water Distribution; and Machines & Equipment, in the Amount of \$7,050. [Gerardo Carmona, Director of Utilities]

Various

1. Utility Fund: FROM Salaries; Workers Compensation Insurance; Group Insurance; and Utilities TO Credit Card Merchant Charges, in the Amount of \$560,100. [Ascencion Alonzo, Director of Finance]

Various

1. General Fund: FROM Rents & Contractuals; Salaries; Group Insurance; Air Conditioning Units; and Salaries TO Group Insurance; Membership Dues, Subscriptions; Office Supplies; Office Hardware & Related Software-IT; Sponsorships; Professional Services; Travel, Training, Meetings; Salaries; Rents & Contractuals-IT; Building & Structures; Overtime; Motor Vehicles-Maintenance; Motor Vehicles-Supplies; Utilities; Rents & Contractuals; Motor Vehicle Fuel; Janitorial; Building; Cleaning, Mowing, & Demolition Maintenance; and Other Materials, in the Amount of \$856,016. [Ascencion Alonzo, Director of Finance]

3. Staff's Recommendation:

Approve the Budget Transfers for the Fiscal Year 2024-2025 Budget, as requested by the departments.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

- A. Budget Transfer Request Forms

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME GENERAL
DEPARTMENT COMMUNICATIONS & MEDIA

TRANSFER FROM:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT				
				Fund			-	Dept			-	*Category								
1	MEMBERSHIP DUES, SUBSCRIPTIONS			1	0	0		1	1	0	0		5	1	3	2	1	0	\$	1,200

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER												AMOUNT			
		Fund			-	Dept				-	*Category						
1	COMMUNICATIONS SERVICE AGREEMENTS	1	0	0		1	1	0	0		5	1	2	2	1	0	\$ 1,200
										Total					\$ 1,200		

Explanation: Budget Transfer required to cover expenses.

*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.

2.

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY:

DATE:

3.

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY:

DATE:

4.

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____

Initials

DATE ENTERED TO INCODE: ____/____/____

Initials

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME General
DEPARTMENT Fire

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT		
		Fund			-	Dept				-	*Category								
1	Communications Service Agreements	1	0	0	-	2	5	0	1	-	5	1	2	2	1	0		\$	1,545
2	Travel, Training, Meetings	1	0	0	-	2	5	0	1	-	5	1	3	2	0	0		\$	1,149
3	Membership Dues, Subscriptions	1	0	0	-	2	5	0	1	-	5	1	3	2	1	0		\$	172
4	Wearing Apparel	1	0	0	-	2	5	0	1	-	5	2	2	3	0	0			921
5	Machines & Equipment	1	0	0	-	2	5	0	1	-	5	2	3	3	0	2			5,141
6					-					-									
7					-					-									
										Total							\$	8,928	

TRANSFER TO:

ACCOUNT NAME				ACCOUNT NUMBER														AMOUNT			
				Fund			-	Dept			-	*Category									
1	Printing			1	0	0	-	2	5	0	1	-	5	1	2	2	3	0		\$	9
2	Office Supplies			1	0	0	-	2	5	0	1	-	5	2	1	3	0	0		\$	3,793
3	Tools			1	0	0	-	2	5	0	1	-	5	2	2	3	0	1			1,843
4	Motor Vehicle Fuel			1	0	0	-	2	5	0	1	-	5	2	2	3	0	5			1,523
5	Building			1	0	0	-	2	5	0	1	-	5	2	2	3	1	2			120
6	Motor Vehicle Supplies			1	0	0	-	2	5	0	1	-	5	2	2	3	1	6			1,640
7							-					-									
												Total								\$	8,928

EXPLANATION:

Transfer required to cover expenses for end of 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: [Signature] DATE: 09/30/2025
 1. [Signature]
 Department Head
 ROUTE TO FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: / /
 3. [Signature]
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA AGUIRRE

REVIEWED BY: [Signature] DATE: 09/30/2025
 2. [Signature]
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only	
CITY COUNCIL DATE TO PRESENT: <u> / / </u>	<u> </u> Initials
DATE ENTERED TO INCODE: <u> / / </u>	<u> </u> Initials

TRANSFER FROM:**TRANSFER TO:**

Explanation: To cover deficit in vehicle fuel expense.

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: _____ DATE: _____

1. _____

2 14 / /

Department Head & Assistant City Manager

****ROUTE TO FINANCE DEPARTMENT****

REVIEWED BY: _____ DATE: _____

Sumo City 01/30/20

Director of Finance

****ROUTE TO CITY MANAGER'S OFFICE****

APPROVED BY: _____ DATE: _____

4. _____ / _____ / _____

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

****ATTENTION: SANDRA DEE AGUIRRE****

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____

Initials

DATE ENTERED TO INCODE: ____/____/____

Initials

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME General Fund
DEPARTMENT Police Department

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT		
		Fund			-	Dept				-	*Category								
1	Wearing Apparel	1	0	0	-	2	0	0	0	-	5	2	2	3	0	0		\$	33,000.00
2	Wearing Apparel	1	0	0	-	2	0	0	0	-	5	2	2	3	0	0		\$	1,000.00
3	Wearing Apparel	1	0	0	-	2	0	0	0	-	5	2	2	3	0	0		\$	11,000.00
4	Wearing Apparel	1	0	0	-	2	0	0	0	-	5	2	2	3	0	0		\$	300.00
5	Membership Dues, Subscriptions	1	0	0	-	2	0	0	0	-	5	1	3	2	1	0		\$	300.00
6	Workers Compensation Ins	1	0	0	-	2	0	0	0	-	5	0	2	1	0	4		\$	68,000.00
7																			
										Total							\$	113,600.00	

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT		
		Fund			-	Dept				-	*Category								
1	Fuel	1	0	0	-	2	0	0	0	-	5	2	2	3	0	5		\$	33,000.00
2	Food	1	0	0	-	2	0	0	0	-	5	2	2	3	0	4		\$	1,000.00
3	Motor Vehicle Supplies	1	0	0	-	2	0	0	0	-	5	2	2	3	1	6		\$	11,000.00
4	Office Hardware and Related Software	1	0	0	-	2	0	0	0	-	5	2	2	3	0	8		\$	300.00
5	Machines & Equipment	1	0	0	-	2	0	0	0	-	5	1	3	3	0	2		\$	300.00
6	Overtime	1	0	0	-	2	0	0	0	-	5	0	1	1	0	2		\$	68,000.00
7																			
										Total							\$	113,600.00	

Notes: Transfer is needed to keep account from going over budget for the rest of the fiscal year. With PO# P251156 closing, remaining balance of \$121,148.80 will be returned to the account.

*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: [Signature] DATE: 9/30/25
 1. [Signature]
 2. [Signature]
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: / /
 4. [Signature]
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

REVIEWED BY: [Signature] DATE: 9/30/2025
 3. [Signature]
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only	
CITY COUNCIL DATE TO PRESENT: <u> </u> / <u> </u> / <u> </u>	<u> </u> Initials
DATE ENTERED TO INCODE: <u> </u> / <u> </u> / <u> </u>	<u> </u> Initials

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME SOLID WASTE MANAGEMENT
DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT				
				Fund		-	Dept				-	*Category								
1	PROFESSIONAL SERVICES			2	1	0		6	5	0	0		5	1	1	2	0	0		10,000.00
2	RENTS & CONTRACTUALS			2	1	0		6	5	0	0		5	1	2	2	4	0		35,000.00
3																				
4																				
5							-					-								
6							-					-								
7							-					-								
											Total						45,000.00			

TRANSFER TO:

ACCOUNT NAME				ACCOUNT NUMBER														AMOUNT		
				Fund			-	Dept				-	*Category							
1	MOTOR VEHICLES MAINTENANCE			2	1	0	-	6	5	0	0	-	5	1	3	3	0	0		45,000.00
2																				
3							-					-								
4							-					-								
5							-					-								
6							-					-								
7							-					-								
											Total							45,000.00		

EXPLANATION: Transfer of funds necessary to cover budget line item shortfalls and unanticipated motor vehicle repairs.

Surplus funds from account was achieved from cost savings or by reducing current program tasks and purchases that will be postponed until next 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: *[Signature]* DATE: 9/29/25
 1. _____
 2. _____
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

APPROVED BY: *[Signature]* DATE: _____
 4. _____
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: GABRIEL MORENO

REVIEWED BY: *[Signature]* DATE: 09/30/2025
 3. _____
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

<i>For Finance Dept Use Only</i>	
CITY COUNCIL DATE TO PRESENT: _____	Initials
DATE ENTERED TO INCODE: _____	Initials

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME Utility Fund
DEPARTMENT Utilities / Water Plant

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER													AMOUNT			
		Fund			-	Dept				-	*Category							
1	LIFT STATION 4 UPGRADES	2	0	0	-	6	2	0	0	-	6	0	3	5	0	0	\$	508,000
											Total						\$	508,000

TRANSFER TO:

ACCOUNT NAME				ACCOUNT NUMBER													AMOUNT			
				Fund		-	Dept			-	*Category									
1	CERTIFICATION			2	0	0	-	6	1	0	0	-	5	0	1	1	0	4	\$	31,000
2	RAW WATER FOR SALE			2	0	0	-	6	1	0	0	-	5	1	3	2	5	0	\$	395,000
3	CHEMICALS MEDICAL & LAB			2	0	0	-	6	1	0	0	-	5	2	2	3	0	7	\$	82,000
												Total							\$	508,000

Transfer of funds are needed to cover expenses for the remaining Fiscal Year 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. [Signature] 9/26/25
2. [Signature] 9/26/25
Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: _____ DATE: _____
3. [Signature] 09/29/2025
Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: _____ DATE: _____
4. [Signature] / /
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only	
CITY COUNCIL DATE TO PRESENT: _____	Initials _____
DATE ENTERED TO INCODE: _____	Initials _____

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME Utility Fund
DEPARTMENT Utilities / Systems Division

TRANSFER FROM:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT				
				Fund			-	Dept				-	*Category							
1	SANITARY SEWER			2	0	0	-	6	3	0	0	-	5	1	3	3	0	4	\$	7,050
												Total						\$ 7,050		

TRANSFER TO:

ACCOUNT NAME				ACCOUNT NUMBER													AMOUNT			
				Fund			-	Dept				-	*Category							
1	WATER DISTRIBUTION			2	0	0	-	6	3	0	0	-	5	1	3	3	0	7	\$	6,500
2	MACHINES & EQUIPMENT			2	0	0	-	6	3	0	0	-	5	2	3	3	0	2	\$	550
												Total						\$ 7,050		

Transfer of funds are needed to cover expenses for the remaining Fiscal Year 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: Yuh. Car D. **DATE:** 9/26/25
 1. JDH 9/29/25
 2. JDH 9/29/25
 Department Head & Assistant City Manager
****ROUTE TO FINANCE DEPARTMENT****

REVIEWED BY: Osuna, Ally **DATE:** 09/29/2025
 3. Osuna, Ally
 Director of Finance
****ROUTE TO CITY MANAGER'S OFFICE****

APPROVED BY: [Signature] **DATE:** / /
 4. [Signature]
 City Manager
ROUTE BACK TO FINANCE DEPARTMENT
****ATTENTION: SANDRA DEE AGUIRRE****

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: / / **Initials**

DATE ENTERED TO INCODE: / / **Initials**

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME UTILITY
DEPARTMENT VARIOUS

TRANSFER FROM:

ACCOUNT NAME					ACCOUNT NUMBER												AMOUNT						
					Fund			-	Dept				-	*Category									
	SALARIES				2	0	0	-	0	5	0	0	0	-	5	0	1	1	0	0	\$	6,862	
	WORKERS COMPENSATION INS				2	0	0	-	0	5	0	0	0	-	5	0	2	1	0	4		770	
	SALARIES				2	0	0		6	1	0	0	0		5	0	1	1	0	0		28,222	
	GROUP INSURANCE				2	0	0		6	1	0	0	0		5	0	2	1	0	2		12,438	
	WORKERS COMPENSATION INS				2	0	0		6	1	0	0	0		5	0	2	1	0	4		31,900	
	UTILITIES				2	0	0		6	1	0	0	0		5	1	2	2	2	0		94,000	
	SALARIES				2	0	0		6	2	0	0	0		5	0	1	1	0	0		45,391	
	WORKERS COMPENSATION INS				2	0	0	-	6	2	0	0	0	-	5	0	2	1	0	4		54,200	
	UTILITIES				2	0	0	-	6	2	0	0	0	-	5	1	2	2	2	0		50,293	
	SALARIES				2	0	0	-	6	3	0	0	0	-	5	0	1	1	0	0		166,024	
	WORKERS COMPENSATION INS				2	0	0	-	6	3	0	0	0	-	5	0	2	1	0	4		70,000	
														Total						560,100			

TRANSFER TO:

ACCOUNT NAME				ACCOUNT NUMBER													AMOUNT			
				Fund			-	Dept			-	*Category								
	CREDIT CARD MERCHANT CHARGES			2	0	0	-	9	5	0	0	-	5	1	3	2	3	0	\$	560,100
												Total							\$	560,100

Explanation: Trasnsfer of funds required to fund current needs in Fiscal Year 2024-2025 and the shift of priorities in the Utility Fund.

*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: [Signature] **DATE:** 9/30/25
 1. [Signature] 9/30/25
 2. [Signature]
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

APPROVED BY: [Signature] **DATE:** 9/30/25
 4. [Signature]
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

REVIEWED BY: [Signature] **DATE:** 09/30/2025
 3. [Signature]
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only	
CITY COUNCIL DATE TO PRESENT: <u> </u> / <u> </u> / <u> </u>	<i>Initials</i>
DATE ENTERED TO INCODE: <u> </u> / <u> </u> / <u> </u>	<i>Initials</i>

TRANSFER FROM:

Explanation: Trasnsfer of funds required to fund current needs in Fiscal Year 2024-2025 and the shift of priorities in the General Fund.

*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)

Page 459 of 808

**CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM**

FUND NAME GENERAL
DEPARTMENT VARIOUS

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER												AMOUNT				
		Fund		-	Dept			-	*Category									
1	GROUP INSURANCE	1	0	0	-	0	1	0	0	-	5	0	2	1	0	2	\$	3,945
2	MEMBERSHIP DUES, SUBSCR	1	0	0	-	0	1	0	0	-	5	1	3	2	1	0		3,570
3	OFFICE SUPPLIES	1	0	0	-	0	1	0	0	-	5	2	1	3	0	0		3,220
4	OFFICE HARDWARE AND RELATED SC	1	0	0	-	0	2	0	0	-	5	2	2	3	0	8		2,275
5	SPONSORSHIPS	1	0	0	-	0	2	0	0	-	8	0	0	4	0	1		4,295
6	GROUP INSURANCE	1	0	0	-	0	3	0	0	-	5	0	2	1	0	2		12,700
7	PROFESSIONAL SERVICES	1	0	0	-	0	3	0	0	-	5	1	1	2	0	0		62,000
8	TRAVEL, TRAINING, MEETINGS	1	0	0	-	0	3	0	0	-	5	1	3	2	0	0		1,235
9	MEMBERSHIP DUES, SUBSCR	1	0	0	-	0	3	0	0	-	5	1	3	2	1	0		2,380
10	OFFICE SUPPLIES	1	0	0	-	0	3	0	0		5	2	1	3	0	0		200
11	SALARIES	1	0	0	-	1	1	0	0		5	0	1	1	0	0		52,100
12	GROUP INSURANCE	1	0	0	-	1	1	0	0		5	0	2	1	0	2		1,640
13	RENTS & CONTRACTUALS - IT	1	0	0	-	1	6	0	0		5	1	2	2	4	1		2,130
14	BUILDINGS & STRUCTURES	1	0	0	-	1	6	0	0		5	1	3	3	0	6		6,900
15	OVERTIME	1	0	0	-	2	5	0	0		5	0	1	1	0	2		70,100
16	OVERTIME	1	0	0	-	2	5	0	1		5	0	1	1	0	2		52,000
17	MOTOR VEHICLES - MAINTENANCE	1	0	0	-	2	5	0	1		5	1	3	3	0	0		15,000
18	MOTOR VEHICLES - SUPPLIES	1	0	0	-	2	5	0	1		5	2	2	3	1	6		12,000
19	UTILITIES	1	0	0	-	3	0	0	1		5	1	2	2	2	0		172,000
20	UTILITIES	1	0	0	-	4	0	0	4		5	1	2	2	2	0		262,000
21	RENTS & CONTRACTUALS	1	0	0	-	4	0	0	4	-	5	1	2	2	4	0		7,400
22	BUILDINGS & STRUCTURES	1	0	0	-	4	0	0	4	-	5	1	3	3	0	6		25,650
23	MOTOR VEHICLE FUEL	1	0	0	-	4	0	0	4	-	5	2	2	3	0	5		7,435
24	JANITORIAL	1	0	0	-	4	0	0	4	-	5	2	2	3	0	6		16,500
25	BUILDING	1	0	0	-	4	0	0	4	-	5	2	2	3	1	2		3,420
26	MOTOR VEHICLES - SUPPLIES	1	0	0	-	4	0	0	4	-	5	2	2	3	1	6		850
27	OFFICE HARDWARE AND RELATED SC	1	0	0	-	4	1	0	0	-	5	2	2	3	0	8		12,470
28	CLEANING, MOWING & DEMOLITION M	1	0	0	-	5	8	0	0	-	5	1	3	3	0	9		30,000
29	MOTOR VEHICLE FUEL	1	0	0	-	5	8	0	0	-	5	2	2	3	0	5		7,800
30	OTHER MATERIALS	1	0	0	-	5	8	0	0	-	5	2	3	3	9	0		2,801
										Total						\$	856,016	

Explanation: Trasnsfer of funds required to fund current needs in Fiscal Year 2024-2025 and the shift of priorities in the General Fund.

*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. Janis Hly 9/30/25
2. [Signature] 9/30/25
Department Head & Assistant City Manager

****ROUTE TO FINANCE DEPARTMENT****

REVIEWED BY: _____ DATE: _____

3. [Signature] 09/30/2025
Director of Finance
****ROUTE TO CITY MANAGER'S OFFICE****

APPROVED BY: _____ DATE: _____

4. [Signature]
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
****ATTENTION: SANDRA DEE AGUIRRE****

PAGE 1 OF 2

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____
DATE ENTERED TO INCODE: ____/____/____
Initials
Initials



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.E.

Consider Ratifying the Supplemental Agreement for the Lease and Delivery of 3,300 Acre-Feet of Municipal Water Rights from Hidalgo County Irrigation District No.1 in the Amount-Not-To-Exceed \$264,000.00

1. Agenda Item:

Consider Ratifying the Supplemental Agreement for the Lease and Delivery of 3,300 Acre-Feet of Municipal Water Rights from Hidalgo County Irrigation District No.1 in the Amount-Not-To-Exceed \$264,000.00 for the Remainder of the Current Calendar Year 2025 in Connection with the Existing Water Delivery Agreement with HCID No. 1. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The City of Edinburg currently has an existing Water Delivery Agreement with Hidalgo County Irrigation District No.1 (HCID No. 1). The lease of an additional 3,300 ac/ft of water with HCID No. 1 will allow the City of Edinburg to continue to provide water which will be converted to potable water for human consumption and use. These additional water rights will help the City finish the 2025 calendar year.

3. Staff's Recommendation:

Approve Ratification of the Supplemental Agreement for the Lease and Delivery of 3,300 Acre-Feet of Municipal Water Rights from Hidalgo County Irrigation District No.1 in the Amount-Not-To-Exceed \$264,000.00 for the remainder of the current Calendar Year 2025.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:

Arturo Martinez, Director of
Water Resources

Attachments:

A. Water Rights Lease

**HIDALGO COUNTY
IRRIGATION DISTRICT
NO. ONE**

**1904 N. Expressway 281
P.O. BOX 870
EDINBURG, TX. 78540**

R.L. BELL, JR., PRESIDENT
TOMAS GARCIA, VICE- PRESIDENT
MARK J. FRYER, SECRETARY
WILLIAM BOYD DAVIS, DIRECTOR
DANIEL FIKE, DIRECTOR
KIRBY CAVIN, ATTORNEY
CARLOS GUZMAN, GENERAL MANAGER carlos@hcid1.com
PILAR CORPUS, ASSESSOR/COLLECTOR pilar@hcid1.com

(956)383-3886 FAX (956) 383-5593

September 19, 2025

City of Edinburg
Attention: Myra L. Ayala, City Manager
415 West University Drive
Edinburg, Texas 78541

Re: Lease and Delivery of 3,300 acre-feet of Municipal Water Rights for the remainder of the Year 2025

Dear Ms. Ayala:

As discussed over the past several days, the City of Edinburg ("CITY") is in need of additional municipal water rights for the remainder of year 2025. The CITY is requesting the lease of 3,300 acre-feet of municipal water rights from Hidalgo County Irrigation District No. One ("DISTRICT"). Based on the CITY's urgency to secure the municipal water rights from the DISTRICT, the parties agree to the following conditions:

The CITY will lease 3,300 acre-feet of municipal water rights from the DISTRICT at a rate of EIGHTY AND NO/100th DOLLARS (\$80.00) per acre-foot totaling TWO HUNDRED AND SIXTY FOUR THOUSAND AND NO/100th DOLLARS (\$264,000.00) and shall be paid on a monthly basis as it is delivered, with the remaining balance of any water not requested/delivered, to be paid in full by December 31, 2025.

The DISTRICT will bill all delivered leased water at the "Water Delivery Charge" rate (\$72.39 per acre-foot), in effect as of the date of this agreement as per the executed Water Supply Rental and Delivery Contract entered into by the DISTRICT and CITY as of September 1, 2014.

All other conditions of the executed Water Supply Rental and Delivery Contract dated September 1, 2014, will apply with the exception of the lease rate stated above in paragraph (a) and the term, expiring on December 31, 2025.

Correspondence September 19, 2025
Page 2 of 2

If this accurately sets forth the agreement between the CITY and DISTRICT regarding this matter, please sign below and return two fully executed originals.

Very Truly Yours,

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

BY: 
ROBERT L. BELL, JR.
PRESIDENT OF THE BOARD OF DIRECTORS

ACCEPTED AND AGREED:
CITY OF EDINBURG

BY: 
MYRA L. AYALA
CITY MANAGER



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.F.

Water Line Access Agreement between City and North Alamo Water Supply Corporation

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Garden Walk at Canton Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

2. Description:

This agreement will involve the installation of fire hydrants and appurtenances to provide fire protection services for Garden Walk at Canton Subdivision. The property owner/developer will be responsible for the material and installation costs, and the City will incur maintenance costs. The Garden Walk at Canton Subdivision is within North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located inside the city limits.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection services to Garden Walk at Canton Subdivision.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

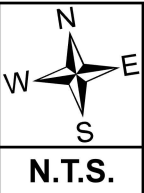
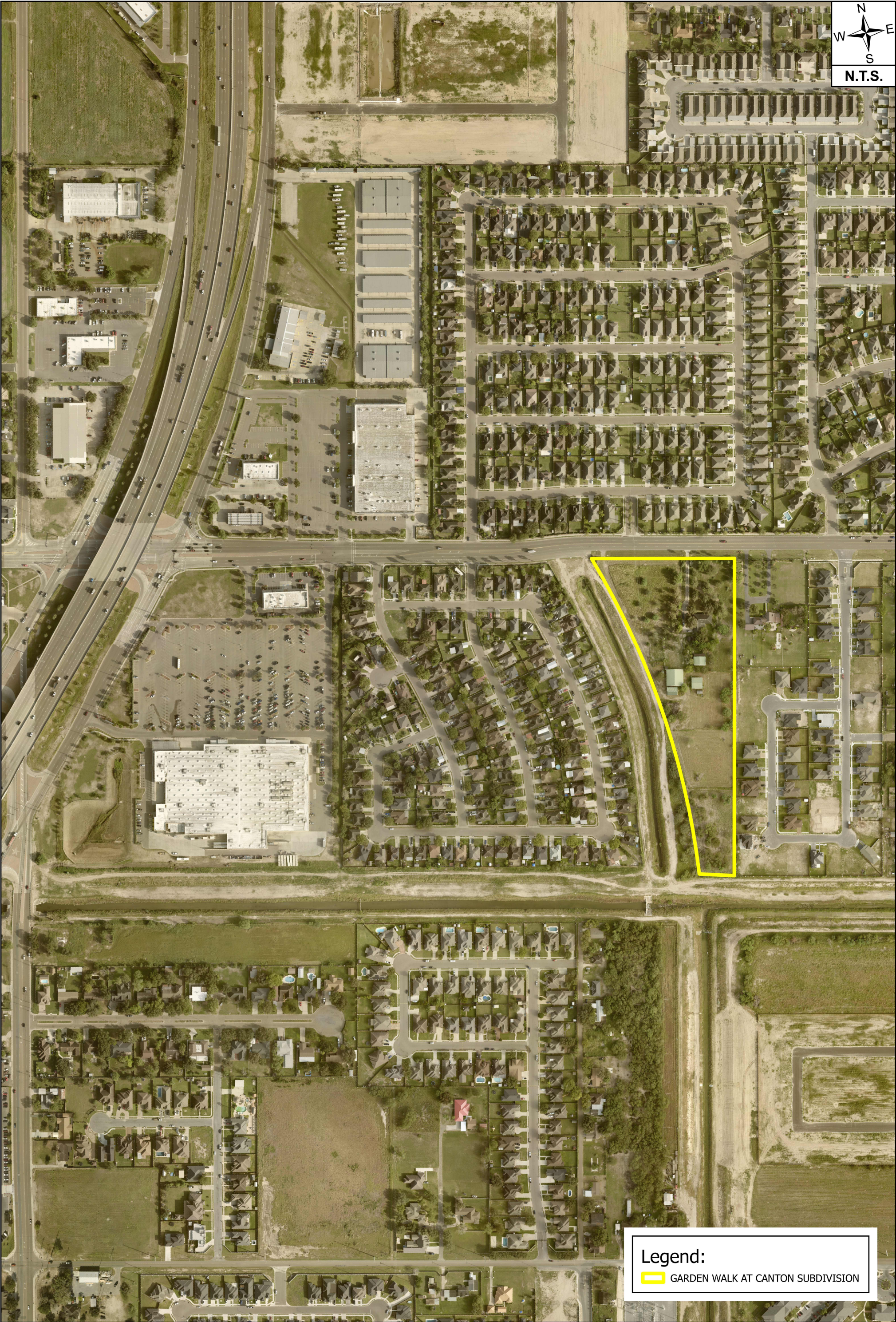
Prepared by:

Mirelda Garza Ramirez,
Administrative Specialist

Attachments:

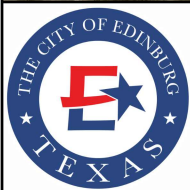
A. Agreement - Garden Walk at Canton Subdivision

LOCATION MAP



Legend:

 GARDEN WALK AT CANTON SUBDIVISION



GARDEN WALK AT CANTON SUBDIVISION

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

August 26, 2025

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S Postal Service

**RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg,
Peter S. Julian and Miguel A. Zuniga - Garden Walk at Canton Subdivision**

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Garden Walk at Canton Subdivision for signature on behalf of the City of Edinburg ("**City**") along with the signed Form 1295 signed by North Alamo Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/s/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1353746

Date Filed:
08/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

North Alamo Water Supply Corporation
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NAWSCWAA120
Garden Walk at Canton Subdivision Waterline Access Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Julian, Peter	New York, NY United States		X
	Zuniga, Miguel	New York, NY United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steven P. Sanchez, General Manager, and my date of birth is 12/11/1956

My address is 420 S Doolittle Road, Edinburg, TX, 78542, USA
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 22 day of August, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF
EDINBURG

**WATERLINE ACCESS AGREEMENT
(with City)**

WHEREAS, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Edinburg ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, Peter S. Julian and Miguel A. Zuniga ("Owners") are constructing a subdivision on the property described in **Exhibit "A"**, Garden Walk at Canton Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.
3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Owners and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes

should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a

reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION

OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND

EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owners and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to

remove any of its equipment from the Subdivision. NAWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as

applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20____.

ATTEST:

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

By: _____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By: _____,
Josephine Ramirez Solis, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____
_____, 20____.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____
_____, 20_____.

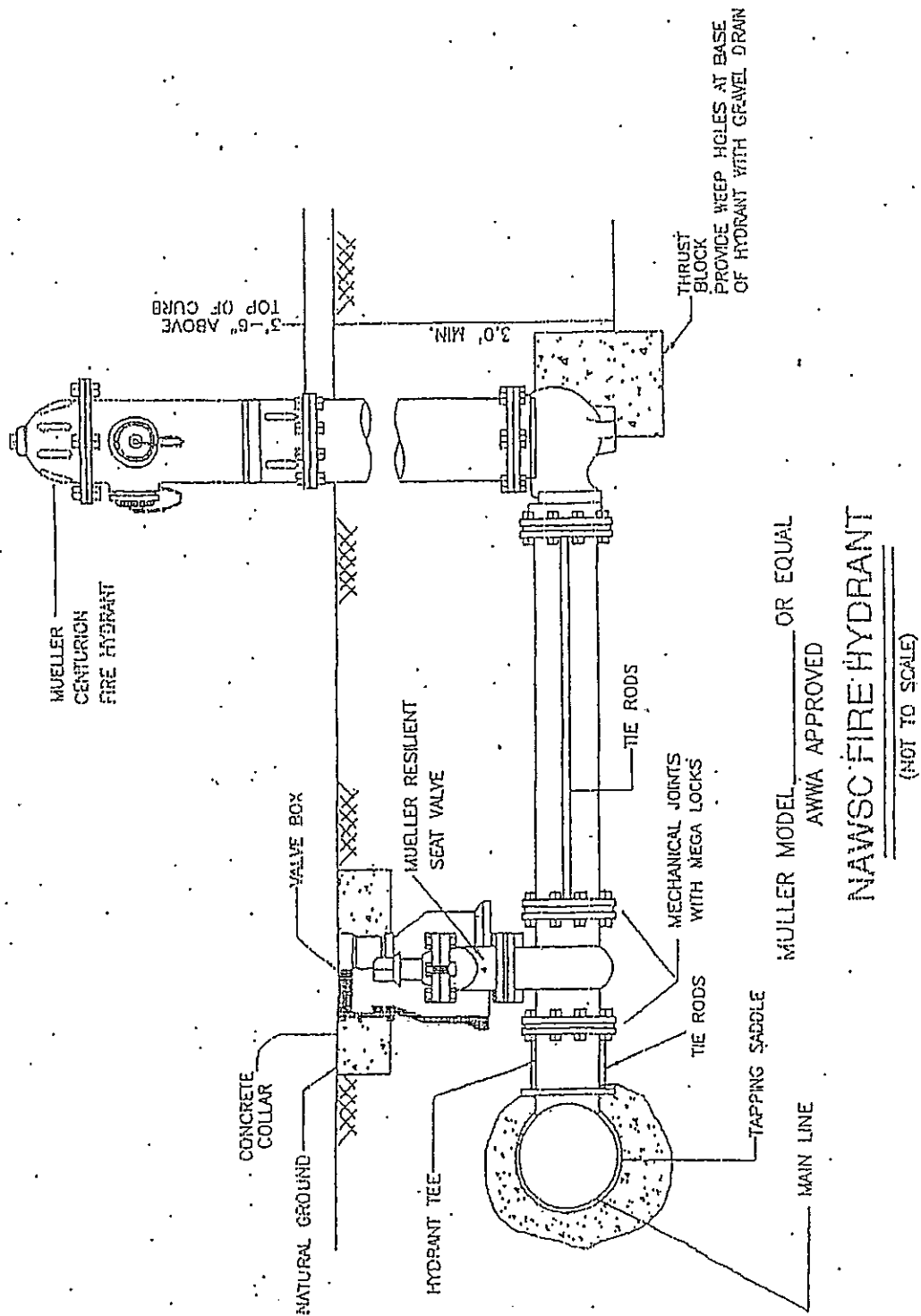
Notary Public in and for the State of Texas

EXHIBIT "A"

A 8.33 Acre Tract of Land, more or less, out of Lot Four (4), Block One (1), JOHN CLOSNER ET AL SUBDIVISION, Hidalgo County, Texas, as per Map or Plat thereof recorded in Volume 1, Page 29, Map Records of Hidalgo County, Texas.

EXHIBIT "B"
Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



MUELLER MODEL _____ OR EQUAL
 AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.G.

Change Order No. 1 - Bid No. 2024-13 for the West Water Treatment
Plant Standby Generator Grant No. DR4586-0053

1. **Agenda Item:**

Consider the Approval of Change Order No. 1 for McDonald Municipal & Industrial to Reduce the Contract Amount for Bid No. 2024-13, West Water Treatment Plant Stand by Generator Grant No. DR4586-005 by \$34,345.45 and Authorize the City Manager to Execute Any Document Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**

On July 16, 2024, McDonald Municipal & Industrial was awarded the contract for the installation of the West Water Treatment Plant Stand by Generator in the amount of \$807,469.00. The contractor has completed the project and \$34,345.45 of the contingency was not utilized. As a result, a negative change order of \$34,345.45 is needed in order to close out the project, which will reduce the total project amount to \$773,123.55.

The project was funded through a Texas Division of Emergency Management (TDEM) Grant and local funds.

3. **Staff's Recommendation:**

Approve the Approval of Change Order No. 1 for McDonald Municipal & Industrial to Reduce the Contract Amount for Bid No. 2024-13, West Water Treatment Plant Stand by Generator Grant No. DR4586-005 by \$34,345.45 and Authorize the City Manager to Execute Any Document Related Thereto.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Change Order No. 1



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)

Project No. 2024-13 West Water Treatment
Plant Standby Generator
1201 N. Doolittle
Edinburg, TX 78539

CONTRACT INFORMATION:

Contract For: General Construction

Date: 08-05-2024

CHANGE ORDER INFORMATION:

Change Order Number: 001

Date: 09-02-2025

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

DBR Engineering Consultants, Inc.
200 S. 10th Street, Suite 901
McAllen, Texas 78501

CONTRACTOR: (Name and address)

McDonald Municipal and Industrial
5044 Timber Creek
Houston, Texas 77017

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Unused contingency from the project.

The original Contract Sum was

\$ 807,469.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 807,469.00

The Contract Sum will be decreased by this Change Order in the amount of

\$ (34,345.45)

The new Contract Sum including this Change Order will be

\$ 773,123.55

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be 10-09-2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Signature)

BY: Hugo Avila, P.E., Principal

(Printed name, title, and license number if required)

September 2, 2025

Date

CONTRACTOR (Signature)

Wayne Berkenmeier,

VP Special Projects

(Printed name and title)

9/5/25

Date

OWNER (Signature)

(Printed name and title)

Date



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.H.

Landfill Gas Plant Project Site Expansion Lease Agreement Amendment

1. Agenda Item:

Consider Authorizing the City Manager to Execute an Amendment to the Current Site Lease Agreement Between the City of Edinburg and Edinburg Renewables, LLC for the Expansion of the Existing Landfill Gas Plant Project Site. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

2. Description:

Edinburg Renewables, LLC operates and maintains a landfill gas-to-energy processing plant and associated project facilities at the Edinburg Regional Sanitary Landfill which utilizes an enhanced process along with oxygen removal to treat the raw landfill gas extracted from the landfill and generate pipeline-grade, High BTU gas for offsite transportation to in-state or out-of-state renewable energy markets.

In accordance with the “Landfill Gas Lease” Section 10.5 and the “Site Lease” Sections 2.1 and 5.6, of the existing lease agreement between the City of Edinburg and Edinburg Renewables, LLC, Edinburg Renewables, LLC is requesting review and approval for an amendment to the Site Lease to expand the existing landfill gas plant project site.

The proposed 130-foot westward expansion (0.90 acres) is being requested to facilitate operational upgrades permissible under the existing lease framework, including flare system upgrades, additional equipment storage, and office space.

The existing flare system design consists of one flare stack for incineration of both (a) raw landfill gas from the Gas Collection and Control System (GCCS), and (b) waste gas from the plant flare header. The proposed site expansion will allow a designed enhancement to separate the two sources into two separate flares. Edinburg Renewables, LLC intends to install a process flare within the boundaries of the proposed Plant Site expansion and a separate landfill flare east of the Plant Site.

If approved, the city does not anticipate any fiscal impact.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Execute an Amendment to the Current Site Lease Agreement Between the City of Edinburg and Edinburg Renewables, LLC For the Expansion of The Existing Landfill Gas Plant Project Site.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Celene Casarez, Assistant
Director of Solid Waste
Management

Attachments:

A. First Amendment to Site Lease

**FIRST AMENDMENT
TO SITE LEASE**

THIS **FIRST AMENDMENT TO SITE LEASE** (this “Amendment”), effective as of October ____, 2025 (the “Amendment Date”), to that certain Site Lease, dated effective September 15, 2015 (the “Agreement”), is hereby entered into by and between **EDINBURG RENEWABLES LLC**, a Texas limited liability company (the “Lessee”) and the **CITY OF EDINBURG, TEXAS**, a Texas municipal corporation (the “Lessor”) (collectively Lessor and Lessee are the “Parties,” and each individually a “Party”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WITNESSETH

WHEREAS, the Parties entered into the Agreement as of September 15, 2015;

WHEREAS, Lessee has requested an amendment to the Agreement to enlarge the Project Site footprint by approximately 0.90 acres – from 2.07 acres to 2.97 acres. The intended boundary of the expanded 2.97-acre Project Site was mutually agreed-to and determined by the Parties through the extension of the western boundary of the original 2.07-acre plant site, westward by approximately 130 feet. The expansion of the Plant Site is detailed more fully in the attached Amended Exhibit ‘B’.

WHEREAS, the intended purpose of the Plant Site expansion, from 2.07 acres to 2.97 acres, is to facilitate certain operational upgrades at the LTGE Plant including Plant Facilities, flare system enhancements, modified utility power configurations, additional equipment storage, additional office space, and other activities permissible under the Agreement;

WHEREAS, the expansion of the Plant Site, including all associated operational upgrades, enhancements, and uses, has been approved in writing by Lessor in compliance with the terms of the Agreement as well as the Parties’ Landfill Gas Lease;

WHEREAS, both Parties desire to amend the Agreement to reflect the changes to the expanded Plant Site footprint on and subject to the terms of this Amendment;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, the Parties hereto stipulate and agree as follows:

1. The fourth WHEREAS clause to the Agreement is hereby deleted in its entirety and is replaced with the following:

WHEREAS, this Site Lease is intended to complement the Landfill Gas Lease by designating two parcels of land at the Solid Waste Facility, for the construction, operation, and maintenance of the LGTE Plant, such parcels together consisting of approximately 2.97 acres of land and being more particularly described on Exhibit ‘B’ (depicting a 2.07 acre parcel, as well as a 0.90 acre expansion parcel) (collectively the 2.07 acre parcel and 0.90 acre expansion parcel are the “Plant Site”) and providing Lessee with access and rights to utilize the Plant Site;

2. Exhibit B to the Agreement is hereby deleted in its entirety and is replaced with the Amended Exhibit B attached hereto.
3. The Parties acknowledge and agree that the expanded Plant Site will be used for Facility and operational upgrades, including but not limited to:

- Installation of a process flare within the expanded Plant Site;
 - Installation of a separate landfill flare and blower skid east of the Plant Site on land owned by Lessor;
 - Relocation of the field air compressor building to a location adjacent to the new landfill flare and blower skid; and
 - Modifications to the utility power configuration, including installation of a new utility power pole and meter, and underground conductor to power the new landfill flare, blower skid, and relocated field air compressor room.
4. Except as herein amended, the Agreement shall continue unchanged and remain in full force and effect and the terms thereof are hereby ratified and confirmed in all respects and shall govern this Amendment, including the governing law, dispute resolution, and venue provisions of the Agreement. The Agreement, as amended by this Amendment, reflects the entire agreement of the Parties with respect to the amendments contemplated herein and supersedes any prior agreements or understandings, oral or written, between the Parties with respect to such subject matter. On and after the Amendment Date, each reference in the Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” and words of similar import referring to the Agreement, shall mean a reference to the Agreement as amended by and in accordance with this Amendment. No amendment, modification, or waiver of or to this Amendment shall be effective unless the same is in writing and signed by all Parties. This Amendment may be executed in multiple counterparts, including those delivered by electronic transmission, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their respective duly authorized representatives effective for all purposes as of the Amendment Date.

EDINBURG RENEWABLES LLC

By: _____

Name: _____

Title: _____

CITY OF EDINBURG, TEXAS

By: _____

Name: _____

Title: _____

[Signature page to the First Amendment to Site Lease, effective October __, 2025, to Site Lease dated effective September 15, between Edinburg Renewables LLC and the City of Edinburg, Texas.

AMENDED EXHIBIT "B"
PLANT SITE:
2.07 Acre Tract

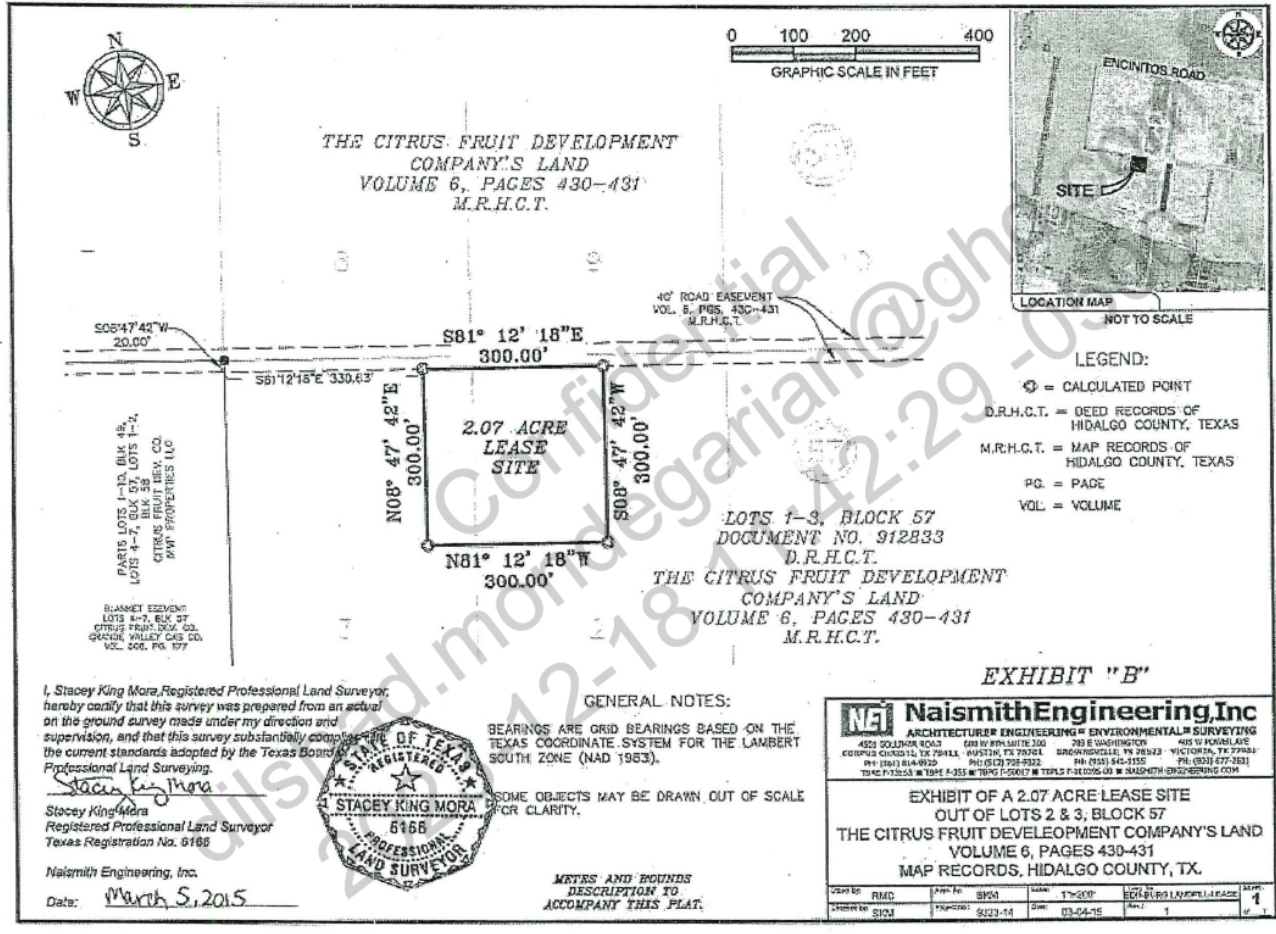


EXHIBIT 'B' (Cont.)
PLANT SITE:
0.90 Acre Tract (Expansion)

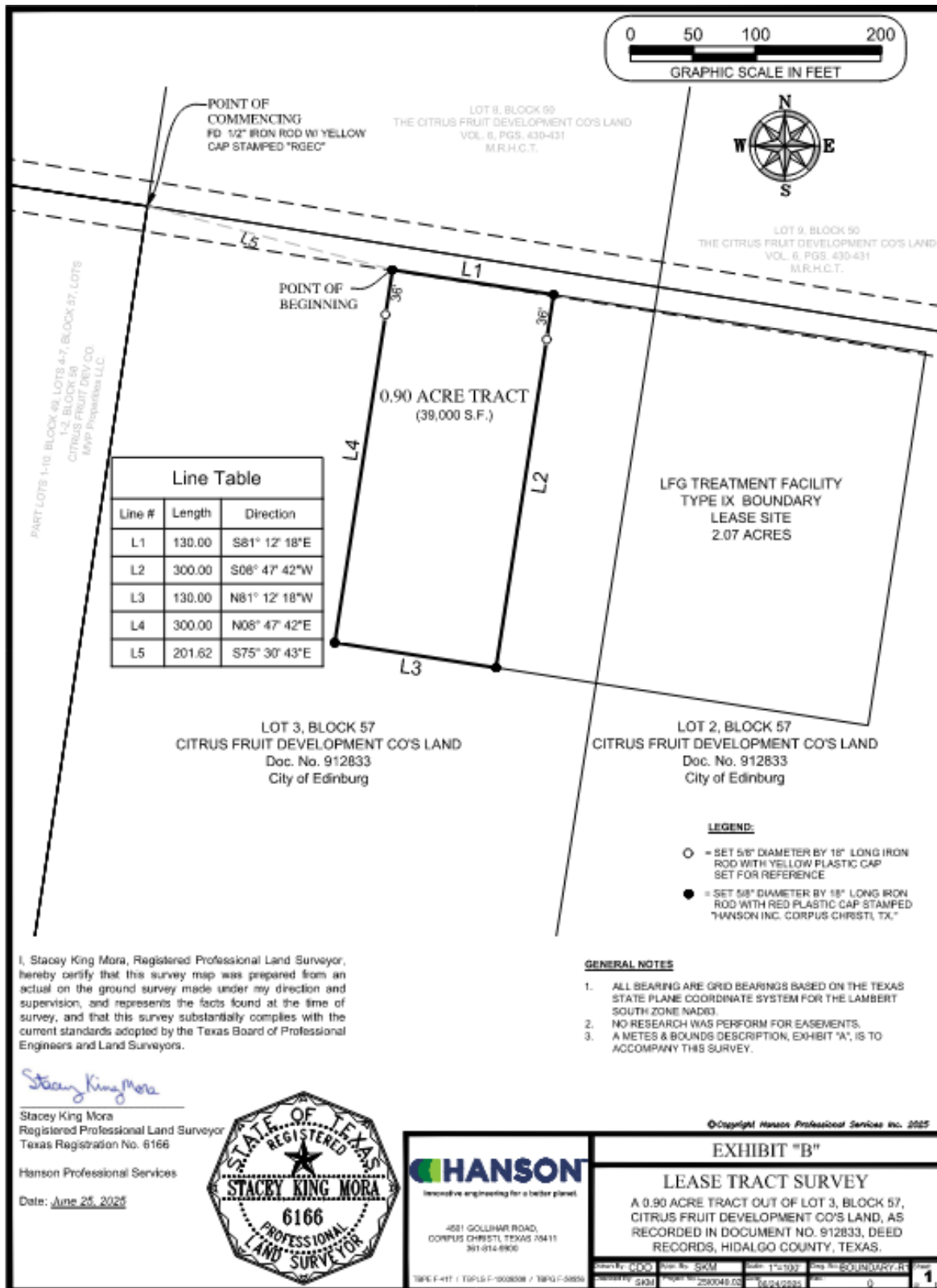


EXHIBIT 'B' (Cont.)
PLANT SITE:
0.90 Acre Tract (Expansion)

LEGAL DESCRIPTION

LEASE TRACT

BEING A 0.90 ACRE TRACT

HIDALGO COUNTY, TEXAS

A 0.90 acre tract of land, out of Lot 3, Block 57, Citrus Fruit Development Co's Land, as recorded in Document No. 912833, Deed Records, Hidalgo County, Texas. Said 0.90 acres being more particularly described as follows:

COMMENCING at a found 1/2" iron rod with yellow cap stamped "RGEC", for the northwest corner of said Lot 3; **THENCE** South 75°30'43" East, 201.62 feet to a set 5/8" iron rod with red plastic cap stamped "HANSON CRP, TX", (hereto referred as set iron rod) for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE South 81°12'18" East, a distance of 130.00 feet to a set 5/8" iron rod with red plastic cap, for the northwest corner of a 2.07 acre Type IX Lease Site, and for the northeast corner of the herein described tract;

THENCE South 08°47'42" West, with the west line of said 2.07 acre tract, at a distance of 36.00 feet pass a 5/8" iron rod with yellow plastic cap set as a reference point, continue for a total distance of 300.00 feet to a set 5/8" iron rod with red plastic cap for the southwest corner of said 2.07 acre tract, and for the southeast corner of the herein described tract;

THENCE North 81°12'18" West, a distance of 130.00 feet to a set 5/8" iron rod with red plastic cap for southwest corner of the herein described tract;

THENCE North 08°47'42" East, at a distance of 264.00 feet pass a 5/8" iron rod with yellow plastic cap set as a reference point, continue for a total distance of 300.00 feet to the **POINT OF BEGINNING** and containing 0.90 acres of land, or 39,000 square feet.

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983). EXHIBIT "B" TO ACCOMPANY THIS DESCRIPTION.

Stacey King Mora

Stacey King Mora, RPLS
Registered Professional Land Surveyor
Texas Registration No. 6166
Hanson Professional Services Inc.
TBPE F#417 TBPLS F# 100395-00
Date: June 25, 2025





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.I.

Job Task Order No. 1 KCI Technologies

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for the Veterans Detention Pond Project, with KCI Technologies, for an Amount Not to Exceed \$66,038.84 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

The Veterans Detention Pond Project aims to provide drainage detention capacity within the area bounded by North of Alberta Road and Owassa Road, and between I-69C and East City limits. The project design is currently 90% complete.

To enhance the reliability of the design and reduce potential construction conflicts, the proposed task order includes the integration of Subsurface Utility Engineering (SUE). SUE involves the location, mapping, and management of underground utilities—including water, gas, electric, telecommunications, and sewer lines—during the design phase.

This proactive approach is intended to minimize the risk of utility conflicts, prevent damage, and save both time and costs during construction. The process utilizes technologies such as Ground Penetrating Radar (GPR) and test holes (also known as potholing) to accurately determine the position of existing underground infrastructure.

Construction is expected to begin in early 2026, with funding allocated from the 2019 Bond Series.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for the Veterans Detention Pond Project, with KCI Technologies, for an Amount Not to Exceed \$66,038.84 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:

Patrizia Longoria, Engineer
II

Attachments:

A. Job Task Order No.1 - KCI Technologies

THE STATE OF TEXAS § JOB TASK ORDER NUMBER ONE (1) TO THE
COUNTY OF HIDALGO § AGREEMENT BETWEEN THE CITY OF
CITY OF EDINBURG EDINBURG AND KCI TECHNOLOGIES FOR
 PROFESSIONAL ENGINEERING SERVICES
 FOR VETERANS DETENTION POND PHASE II

CITY OF EDINBURG §

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and KCI Technologies is entered into by and between the City of Edinburg (hereinafter referred to as “**City**”), and KCI Technologies (hereinafter referred to as “**Consultant**”),

RECITALS

WHEREAS, on August 20th, 2024 the City Council of Edinburg authorized and approved City Manager or his/her designated appointee to negotiate and enter into an On-Call Professional Engineering Service Agreement with the Consultant to Professional Engineering (hereafter referred to as “Agreement” and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Professional Engineering Services, and or other as-needed services, on an on-call basis and in a manner, which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide Professional Engineering Services for the Veterans Detention Pond Phase II along Alberta Rd. as set out in the attached Exhibit “A”; and

NOW, THEREFORE, said Job Task Order Number One (1) to the agreement is hereby agreed to and included in the Agreement to provide Professional Engineering Services for Veterans Detention Pond along Alberta Rd., at the amount not to exceed the proposed amount of \$66,038.84 as set out in Exhibit “A” attached hereto, and this Job Task Order Number One (1) shall serve as notice to proceed with said Project.

Period of Performance. The period of performance shall be from the effective date of this Job Task Order Number One (1), which is the date agreed to by all parties, and will terminate upon completion of the scope of work for the Project as agreed to by the parties herein and as referenced in the attached Exhibit “A”.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control. Further, this Job Task Order does not waive the parties’ responsibilities and obligations as provided for under the Agreement.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

KCI TECHNOLOGIES, INC

BY: _____
Dawn Green, PE
Vice President
11550 IH 10 West, Ste. 395
San Antonio, Texas 78230
Phone: 210-641-9999
Email: dawn.green@kci.com
UEI# PEVANTR72KU1

**Attachments: Exhibit "A" Proposal of Job Task Order 2
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance**

EXHIBIT “A”



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

2610 North Shary Road • Mission, Texas 78574 • Phone 956-271-6688

PROFESSIONAL SERVICES AGREEMENT LETTER

September 23, 2025

Mardoqueo Hinojosa, P.E., CFM, CPM
Engineering Department
City of Edinburg
415 W University Dr.
Edinburg, Texas 78539

RE: Veterans Blvd / Alberta Rd Drainage Project

Dear Mr. Hinojosa:

KCI Technologies Inc. (KCI) is pleased to submit this professional services proposal (the "Proposal") to CITY OF EDINBURG. ("Client") for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of six months from the date hereon. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the proposal.

SCOPE OF SERVICE

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

A. SUE

KCI's understanding of Veterans Blvd/Alberta Rd Drainage Project Test Hole SUE project is that the Client desires QLA utility information to improve the quality of their utility mapping for a proposed development project in Edinburg, Texas. KCI will provide Subsurface Utility Engineering (SUE) Quality Level(s) "A" as per *ASCE/UESI/CI 38-22, Standard Guideline for Investigating and Documenting Existing Utilities*. The project area is shown in the attached Exhibit B and includes the following limits:

- Test holes (Locations TBD by City of Edinburg and KCI Technologies jointly) in

Veterans Blvd / Alberta Rd Drainage Project

- Located in Edinburg, Texas



EXHIBIT A.

Quality Level A

KCI will complete up to six (6) utility test holes via vacuum excavation methods at the locations determined by the client.

KCI will complete the test hole work as follows:

- Set traffic control devices or coordinate with a traffic control provider to produce traffic control plans as required.
- Coordinate the set-up and breakdown of traffic control devices at test hole locations.
- Layout test hole locations in the field using various pieces of geophysical locating equipment and processes, i.e. electromagnetic, ground penetrating radar, as-built plans, etc.

- Notify Texas 811 service 48 hours before any excavation.
- Removal of pavement and concrete surfaces will be accomplished by use of a 10" diameter core drilling process.
- Use air or hydro vacuum excavation methods to excavate and expose targeted utility.
- Record utility data: type, depth, approximate size and material as readily obtainable. If the utility is a duct bank or encased, KCI will attempt to record top, bottom, width and configuration.
- Backfill test holes located in natural ground or pavement with native material excavated from the hole and compacted pneumatically in one-foot lifts.
- Restoration of test holes within pavement/concrete core drilled surfaces will be accomplished using Utilicor Technologies; Utilibond™ bonding agent.
- Restoration of test holes within pavement/concrete surfaces will be accomplished by cold mix asphalt.

B. UTILITY COORDINATION

Utility Adjustment Coordination includes communicating, coordinating, and conducting meetings with any one, combination, or all of the following: individual utility companies, Local Public Agencies (LPAs), City of Edinburg Program Manager, City of Edinburg Utility Staff, Hidalgo County Drainage District, Design Engineer, and maintenance staff.

The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and CITY OF EDINBURG to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

1. The Utility Coordinator shall coordinate all activities with CITY OF EDINBURG, or their designee, to facilitate the orderly progress and timely completion of the design phase. The Utility Coordinator shall be responsible for the following:
 - a. **Work Plan.** Coordinate a work plan including a list of the proposed meetings and coordination activities, related tasks to be performed, schedule, and an estimate for the anticipated impacted utility facilities. The work plan must satisfy the requirements of the project and must be approved by CITY OF EDINBURG prior to commencing work.
 - b. **Develop & Maintain Utility Strip Map/Conflict Exhibit.** Maintain a utility layout in CADD (IF CITY PROVIDES FILES). This layout will include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities.

- c. **Conduct Easement Research and Verify Coordination.** The Utility Coordinator will conduct easement research within the project limits and verify coordination with the utility companies.
- d. **Utility Conflict Evaluation.** The Utility Coordinator will identify potential conflicts (AMA process) utilizing the proposed drainage design and SUE.
- i. Avoid – work with designers to avoid conflicts.
 - ii. Minimize – Cost analyzed of safe available options to minimize cost and project delay.
 - iii. Accommodate – NORA sent out and acknowledgement of receipt obtained.
- e. **Develop Contact List.** The Utility Coordinator shall provide CITY OF EDINBURG and all affected utility companies and owners with a contact list, Utility Conflict Matrix (UCM), and utility conflict layout for each project with information such as:
- Owner's Name
 - Contact Person (including title and address)
 - Telephone Numbers
 - Emergency Contact Number
 - E-mail addresses
 - pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.
- f. **Kick Off Meeting and 1-One on One Utility Coordination Meetings** with Owners (2 meetings max total). The Utility Coordinator will advise utility companies and owners of the general characteristics of the project and provide an illustration of the project footprint for mark-up of the utility facility locations that -----occupy the project area. The Utility Coordinator will discuss concepts and options for relocating the utility's facilities and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area at the 30% design stage by distributing the Subsurface Utility Engineering (SUE) plan sheets or project layout sheets.
- g. **External Communications.** The Utility Coordinator must coordinate all activities with CITY OF EDINBURG, its contractors, representatives, and stakeholders, as authorized by CITY OF EDINBURG. The Utility Coordinator must provide CITY OF EDINBURG with copies of diaries, correspondence, and other documentation of work-related communications between the Utility Coordinator, utility owners, and other outside entities at submittal milestones and upon request of the CITY OF EDINBURG.

- h. **Meeting Minutes & Distribution.** The Utility Coordinator shall provide CITY OF EDINBURG with meeting minutes from meetings with owners. Once approved, they will be distributed to all the attendees.
- i. **Progress Meetings.** The Utility Coordinator shall implement a schedule of periodic meetings and milestone meetings with each utility company and owner or owner's representatives for coordination purposes. This proposal is based on a maximum of 2 meetings per utility company, and additional meetings will be billed at the agreed hourly rates. Such meetings shall commence early in the design process and shall continue until completion of the project. The Utility Coordinator shall notify CITY OF EDINBURG at least five business days in advance of each meeting to allow CITY OF EDINBURG the opportunity to participate in the meeting. The Utility Coordinator shall attend up to 5 construction progress meetings, with utility conflicts list, utility layouts, and utility adjustment schedule for each respective Utility. Additional meetings will be billed at the agreed hourly rates. The Utility Coordinator shall provide and produce meeting minutes for all meetings with said utility companies, owners, or owners' representatives. The frequency of such meetings shall be appropriate to the matters under discussion with each utility owner.
- j. **Pre-Construction Meeting.** The Utility Coordinator will conduct a Utility Pre-Construction Meeting with all utility stakeholders prior to CITY OF EDINBURG's Construction Letting.

DELIVERABLES

A. SUE

- A KMZ showing test hole locations for each completed test hole and an electronically generated PDF report (not signed and sealed) with test hole data.
- Utilities are located and documented along with type, attributes, etc.
- The number of test holes excavated and any other pertinent information.
- Problems encountered, unresolved issues, and inconclusive or conflicting information.
- Any efforts or actions taken to identify ownership of unknown utilities.
- Recommendation of any additional work.

B. UTILITY COORDINATION

- Utility Conflict Matrix
- Contact List
- Kick-off Meeting Sign-in Sheet
- Meeting Minutes
- Contact Logs
- Each utility conflict with planned actions to address conflict. Typical strategies include Avoid-Minimize-Accommodate (AMA).

KCI recommends the opportunity to review the draft utility files, as prepared by others, in order to check that these files and resulting utility data appear consistent with the work performed by KCI.

SCHEDULE

A. SUE

Test Hole Quality Level A

Field services will commence within a mutually agreed upon time and upon receiving the following: test hole locations, notice to proceed from Client, receipt of any applicable encroachment / traffic control permits, and available utility records and maps from Client. KCI will notify Client of any delays due to permitting office. KCI will provide an updated schedule should delays beyond its control significantly disrupt the originally agreed upon schedule.

B. UTILITY COORDINATION

Utility Coordinator will provide a list of scheduled One-on-One Utility Coordination Meeting, schedule for relocations for each of the affected Utility Companies. Utility Coordination is scheduled for three months, not to exceed four months.

Task Description	September 2025	October 2025	November 2025	December 2025	January 2026
Contract Development & Approval					
Project Administration and Management					
Preliminary Design Activities					
SUE					
Utility Coordination					
Hydraulic Design					
Final Design					
Grant Application					
Construction Bidding & Contract Award					
Construction					
Project Closeout					

Schedule Contingency Statement: This schedule is subject to change due to Grant Funding.

EXHIBIT B.

ASSUMPTIONS, EXCLUSIONS, AND CAVEATS

A. SUE

- Access to private properties will be coordinated by Client when necessary.
- Client to provide payment for any Permit and inspection fees.
- Work will be completed during regular business hours. If it is necessary to complete work at night, additional costs will apply.
- Utility 3D Modeling is not included in this scope of service.
- Quality Levels "B" "C" and "D" services were excluded from this Proposal at the request of the Client.
- If any available utility records/maps have been collected by Client, they will be provided to KCI prior to the start of the field investigation.
- Measurement of utility size will be completed by hand measurements and will be recorded as Nominal Pipe Size (NPS). The nominal size may not match the outside dimension of the utility but will be within the nominal size standardized dimensions.
- If pavement/concrete restoration other than the coring process previously described is required by local jurisdiction(s), KCI will notify Client prior to any services being performed and obtain approval for additional costs.
- Test hole size measurements and centerline of utility and structures over 24" are difficult to obtain due to the small size of the test hole excavation. The nominal pipe size of these larger diameter pipes/structures are considered approximate unless an additional test hole is performed, which can be done as Additional Work.
- Due to the small size of the test hole excavation, it is difficult to obtain measurement on more than one utility per test hole. KCI will obtain information on multiple utilities when possible.
- No guarantee can be made that locating the top, bottom, width and configuration of duct bank utilities or slurry/concrete encased utilities can be achieved, due to limited visual ability within standard test hole size and existing ground conditions for visual verification.
- No guarantee can be made that all utilities will be discovered and located, due to the many variables such as materials, depth, signal interference, lack of utility record information and environmental factors.
- Nonmetallic utilities such as PVC, asbestos cement, terracotta, and plastic pipes are considered nonconductive and cannot be traced with electromagnetic designating instrumentation.
- Not included in this scope are sprinkle lines, laterals, service lines under 1.75", traffic sensor loops and private lighting (unless it has a meter).

- If removal and disposal of excavated soils to a landfill or dumpsite are required, KCI will notify Client prior to any services being performed and obtain approval for additional costs.
- Client's project design team will select the Test Hole locations and be given to KCI all at one time.
- Test Hole standard bill rate is based on a maximum depth of 20.00'. If the hole exceeds 20.00' an additional fee per foot charge applies.
- Use of this service does not relieve others of their responsibility to notify Texas 811 before excavating.
- The Service Agreement (Proposal) does not include prevailing wage rates or project labor agreements rates (PLA).
- Current standards, requirements and available information apply to this proposal.
- Standard permitting process and times to obtain are in effect.

B. UTILITY COORDINATION

- The Utility Coordinator's obligations are limited to coordination, documentation, and facilitation activities. The Utility Coordinator is not responsible for performing any utility owner design, for obtaining regulatory approvals, or for the physical relocation of utility facilities unless expressly stated elsewhere in this Agreement.
- The schedule is contingent upon the timely receipt of City-provided CADD files and responses from utility owners. Delays in receipt of such input will entitle the Utility Coordinator to an equitable adjustment to the schedule.

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

Based upon currently available information, KCI estimates that the cost of the Services will be approximately **\$66,038.84**. The following list subdivides this cost estimate into individual cost estimates for each component of the Services.

A. SUE

Test Holes

DESCRIPTION OF SERVICE	UNIT	RATE	QTY.	Crew Size	AMT.
Technician II (Designator w/Equipment)	Day	\$2,250.00	3	1	\$ 6,750.00
Tech II Overtime	Hour	\$168.75	10	2	\$ 3,375.00
Vac Truck and equipment	Day	\$1,750.00	3	2	\$ 5,250.00
2-man crew for Vac Truck and equipment	Day	\$1,200.00	3	2	\$ 3,600.00
Survey Technician	Day	\$720.00	2	1	\$ 1,440.00
Survey Technician Overtime	Hour	\$135.00	5	1	\$ 675.00
Field Manager	Hour	\$107.74	16		\$ 1,723.84
Project Manager	Hour	\$261.00	8		\$ 2,088.00
CADD/EIT/SIT	Hour	\$115.00	40		\$ 4,600.00
Project Principal	Hour	\$295.00	4		\$ 1,180.00
Traffic Control	Day	\$1,750.00	2		\$ 3,500.00
Field Supplies (flagging, paint, etc.)	Day	\$35.00	5		\$ 175.00
Mileage	Mile	\$0.75	1,000		\$ 750.00
Coring	Each	\$275.00	2		\$ 550.00
Lodging	Each	\$126.00	10		\$ 1,260.00
Per Diem	Each	\$52.00	10		\$ 520.00
Mobilization	Each	\$2,500.00	1		\$ 2,500.00
Admin	Hour	\$65.00	8		\$ 520.00
TOTAL					\$ 40,456.84

EXHIBIT C1 (COST ESTMATE FOR SUE SERVICES)

B. UTILITY COORDINATION

Utility Coordination

DESCRIPTION	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Admin/ Clerical	Total Hours	Total Cost
Utility Investigation Management							
Develop Maintain Utility Strip Map/Conflict Exhibit		4	8			12	\$ 1,520.00
Utility Easement Research/Verification/Coordination		8	16			24	\$ 3,040.00
Utility Conflict Evaluation	4	8	8			20	\$ 3,164.00
Develop Utility Conflict Matrix & Contact List	2	8	8	16		34	\$ 4,402.00
Kick Off Meeting and 1-one on One Utility Coordination Meetings with Owners (2 meetings max total)	8	24	24			56	\$ 8,448.00
Meeting minutes & distribution		8			8	16	\$ 1,720.00
Pre-Construction Meeting	8	8				16	\$ 3,288.00
TOTAL HOURS	14	60	64	16	8	162	
TOTAL	\$3,654.00	\$9,000.00	\$7,360.00	\$1,760.00	\$ 520.00	\$ -	\$25,582.00
RATE	\$ 261.00	\$ 150.00	\$ 115.00	\$ 110.00	\$ 65.00		
	9%	37%	40%	10%	5%		

EXHIBIT C2 (COST ESTMATE FOR UTILITY COORDINATION SERVICES)

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

Records of KCI's direct labor costs pertinent to KCI's compensation will be kept in accordance with generally accepted accounting practices. Copies will be made available to Client at cost on request prior to final payment for KCI's Services.

Changed conditions or additional requirements may result in an adjustment to estimated fees and/or schedules. Any estimate made by KCI to Client of the anticipated fees or completion schedule for its Services is understood to be informational only. KCI does not guarantee the accuracy of fee estimates, shall not be bound by the fee estimates as limits on the amount to be expended and charged in completion of the Services or any component thereof, and shall bill and be paid for fees that exceed these fee estimates as a result of the changed conditions or additional requirements.

DIRECT EXPENSES AND CHARGES

In addition to the above fees, Client shall also pay KCI the following expenses and charges:

1. Cost plus 15 percent for any subcontract services and equipment rental, if required. The determination as to whether subcontract services are required shall be made solely by KCI.

FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in writing when the Additional Services are ordered by the Client.

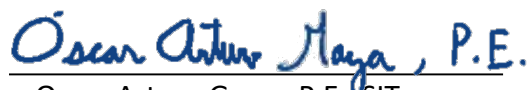
CONCLUSION

KCI welcomes the opportunity to collaborate with City of Edinburg. on the Veterans Blvd/Alberta Rd Drainage Project. The KCI point of contact ("POC") if you have questions about the Proposal, the General Provisions, or any other attachment is Oscar Garza, Practice Leader, who may be contacted at either (956)271-6694 or oscar.garza@kci.com.

AUTHORIZATION

To authorize us to proceed with the proposed work, please sign below and return an original copy to us. If you have any questions, please contact me.

Sincerely,



Oscar Arturo Garza, P.E., SIT
Practice Leader

ACCEPTED: _____
Date

BY: _____
Print Name & Sign

EXHIBIT “B”



CONTRACT NO.

C-604-24

City Council Approved:

August 20, 2024

To:

Myra L. Ayala, City Manager/Marissa
Mardoqueo Hinojosa, City Engineer/Dayan
Clarice Balderas, City Secretary
Criselda Lozano, Purchasing Manager
Joe Rios, Central Files



From: *mdwell*
Martha Tidwell Legal Assistant
City Attorney's Office
Phone: (956) 388-8923
Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and KCI Technologies, Inc.,
for Professional Engineering Services, Pursuant to RFQ 2024-009.

COMMENTS:

08-23-24 Josie, please approve.

08-23-24 Marissa, please have City Manager sign and return to me. Thank you.

08-26-24 Clarice, please attest and return all originals to me for further processing.

08-26-24 Cris, attached is the 1295 for processing. VIA EMAIL ONLY.

08-26-24 Dayan, for your files. VIA EMAIL ONLY.

08-26-24 Joe, an original/counterpart for Central Files

C-604-24



MEMORANDUM

DATE: 08/22/2024
TO: Myra L. Ayala, City Manager
FROM: Mardoqueo Hinojosa, P.E., City Engineer *MH*



SUBJECT: AGREEMENT – KCI TECHNOLOGIES, INC. – RFQ NO.2024-009

Agreement between the City of Edinburg and KCI Technologies, Inc. for On Call Professional Engineering Services Rotation 2024-2026 Pursuant RFQ No. 2024-009.

Attachments requiring signatures:

- (1) – Agreement
- (1) – Form 1295

☒ Approved by City Council on 08/20/2024.

City Council approved final form of the agreement on _____.

☐ Approval by City Council not required

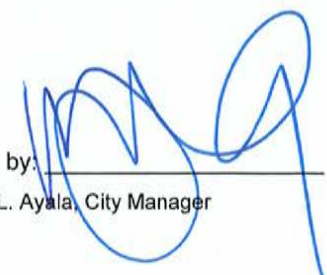
☐ Meets purchasing requirements

☐ This item is Budgeted

N/A Right-of-way Dedication Exhibits completed and valid (including insurance certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: 
Josephine Ramirez Solis, City Attorney

Approved by: 
Myra L. Ayala, City Manager

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

**AGREEMENT BETWEEN THE CITY OF
EDINBURG AND KCI TECHNOLOGIES, INC.
FOR PROFESSIONAL ENGINEERING
SERVICES PURSUANT RFQ NO. 2024-009**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and **KCI Technologies, 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, professional services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and professional services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

**SECTION I
EMPLOYMENT OF CONSULTANT**

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

**SECTION II
SERVICES OF CONSULTANT**

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
 2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
 5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
 6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall perform the Services described in **Exhibits "A"**.
- B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional
\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII **ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI

LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII

AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

KCI Technologies, Inc.
2610 North Shary Road
Mission, Texas 78574
Attn: Oscar Garza, PE, SIT

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of Aug, 2024.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Clarice Y. Balderas
Clarice Y. Balderas, City Secretary



APPROVED AS TO FORM:

BY: _____

Josephine Ramirez Solis, City Attorney

KCI TECHNOLOGIES, INC.

BY: _____

Dawn Green, PE
Vice President
2610 North Shary Road
Mission, Texas 78574
Phone: (210) 414-2911
Email: dawn.green@kci.com

Attachments: Exhibit "A" RFQ 2024-009, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KCI
TECHNOLOGIES, INC. FOR PROFESSIONAL ENGINEERING SERVICES
PURSUANT TO RFQ NO. 2024-009**



PROFESSIONAL ENGINEERING SERVICES ROTATION RFQ #2024-9 CITY OF EDINBURG

KCI TECHNOLOGIES, INC.

July 16, 2024

"Old Hidalgo County Jail Edinburg Texas 2021" by
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TAB 1

TRANSMITTAL LETTER



ISO 9001:2015 CERTIFIED

ENGINEERS · PLANNERS · SCIENTISTS · CONSTRUCTION MANAGERS

2610 North Shary Road • Mission, TX 78574 • Phone 956.271.6688

July 16, 2024

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

RE: Professional Engineering Services Rotation RFQ // #2024-9

Dear Members of the Selection Committee:

With more than 100,000 residents, the City of Edinburg (City) is a diverse and fast-growing community in the Lower Rio Grande Valley (LRGV). Through RFQ #2024-9, we understand the City is seeking professional engineering services firms to assist with capital improvement projects targeted to help maintain and improve the City's infrastructure, assets, and amenities. With more than 41 years of experience in Texas helping city and county agencies proactively improve and install new infrastructure to accommodate growth, KCI Technologies, Inc. (KCI) is well positioned to help the City develop comprehensive, efficient, and environmentally conscious solutions.

We understand "good things are happening in Edinburg" and want to help shape the future of this growing community while also maintaining its hometown character. KCI is committed to partnering with the City to achieve these goals on time and within budget as we have countless other times for the City and other municipalities.

After working on previous City projects, KCI's key personnel have cultivated relationships with City staff and are familiar with the City's engineering standards manual, standard operating procedures, and preferences. *What does this mean for you?* We know who to contact and what it takes to get projects across the finish line. We take pride in meeting client milestone schedules and delivering documents that require minimal comments. Additionally, we understand how to coordinate with multiple agencies and stakeholders and the potential risks associated with delivering a project.

KCI wishes to be considered for the following categories:

- | | |
|--|--|
| • Street Infrastructure Evaluation and Improvements | • Transportation Evaluation |
| • Pavement Management and Improvements | • Traffic Engineering Services |
| • Utility Infrastructure Evaluation and Improvements | • Traffic Signal Design |
| • Erosion and Sediment Control Design | • Environmental Engineering Services |
| • Water and Wastewater Evaluation and Improvements | • Civil Engineering |
| • Hydrology & Hydraulics | • Mechanical, Electrical & Plumbing (MEP) Engineering Services |

KCI acknowledges there have been no addendum issued for this RFQ and the firm does not have any exceptions to the specifications/requirements. We look forward to your favorable review of the attached. Please contact me or project manager, Oscar Garza, PE, SIT if you have any questions or need additional information.

Sincerely,

Dawn Green, PE*

Vice President

**Authorized to bind KCI to contract*

Primary contact responsible for RFQ

Oscar Garza, PE, SIT, Project Manager

2610 North Shary Road
Mission, TX 78574
956.271.669 (phone) / 713.237.9801 (fax)
/ 956.369.4529 (cell)
oscar.garza@kci.com

Person authorized to contractually obligate KCI

Dawn Green, PE, Vice President

2806 W. Bitters Road, Ste. 218
San Antonio, TX 78248
210.641.9999 (phone) / 713.237.9801 (fax)
/ 210.414.2911 (cell)
dawn.green@kci.com

Employee-Owned Since 1988

RISE TO THE CHALLENGE

WWW.KCI.COM

TAB 2

FIRM QUALIFICATIONS AND EXPERIENCE

EXECUTIVE SUMMARY

With a unique mix of urban, suburban, and rural environments, residents of Edinburg desire to have a vibrant and safe community with increased mobility options, improvements to neighborhood and city streets, and effective drainage solutions. The attached statement of qualifications provides a summary of KCI's experience delivering similar projects **on time and budget** for governmental agencies, an overview of the key staff assigned to the work, and references who will attest to our ability to provide the required professional engineering services for this contract. Within Section 4, we have confirmed our ability to meet the minimum insurance requirements. Section 5 indicates our commitment to enter into the agreement and the required forms are included within Section 6.

VENDOR HISTORY

For more than 41 years, KCI has served municipalities across Texas to help them improve the safety, maintenance, and efficiency of their roadways, drainage facilities, and utilities, and develop new and maintain existing buildings and HVAC equipment. KCI staff have completed more than 100 projects in Hidalgo County including several private and public-sector CIP projects in Edinburg, some of which are detailed within this statement of qualifications. We will build on the lessons learned from this experience to successfully deliver projects under this contract for the City of Edinburg.

Firm Background Information

With revenues of \$467 million in 2023, the *Engineering News-Record* has consistently placed KCI among the top 100 consulting engineering firms in the country. KCI is a 100-percent employee-owned engineering, consulting, and construction firm serving clients throughout the United States. We have 10 offices in Texas including Mission, Harlingen, Laredo, Houston (two office locations), San Antonio, Austin, College Station, and Dallas (two office locations).

Firm Qualification and Experience

KCI is a highly qualified firm registered and licensed to practice engineering and perform survey services in Texas (TBPELS F-10573 and 10194365). KCI has experience in the following areas:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements

WHY KCI?

CONTINUITY AND FAMILIARITY

Through previous experience, KCI has developed a thorough understanding of the City's standards, procedures, and preferences. This means KCI has the right staff in place to successfully deliver projects efficiently, providing cost and time savings to the City!

COMPLEMENTARY SERVICES

KCI is a large, agile firm offering a vast array of services including niche solutions. From its office in Mission, KCI is able to provide services for many of the specialty categories identified within the RFQ. We have a deep bench of resources available to begin work upon notice to proceed and transition between projects and task orders.

TXDOT AND JOINT-BID EXPERIENCE

Over the last 41 years, KCI has completed work in all 25 TxDOT districts and KCI staff have completed 200+ projects for/with the Pharr District. We can help the City avoid pitfalls and potential risks associated with joint-bid and advanced funding agreement projects. We can support the City as it navigates the administrative tasks, project reviews, establishing financial processes, and maintaining day-to-day project operations.

COMMITMENT TO COMMUNITY

KCI takes pride in actively improving the communities where we work, live, and play. For LRGV-area communities, KCI has hosted student groups for job shadowing events, participated in mentorship programs, sponsored youth sports teams, offered internships for high school students, donated holiday gifts, participates in back to school drives, and the Adopt a Beach program.

FIRM QUALIFICATION AND EXPERIENCE

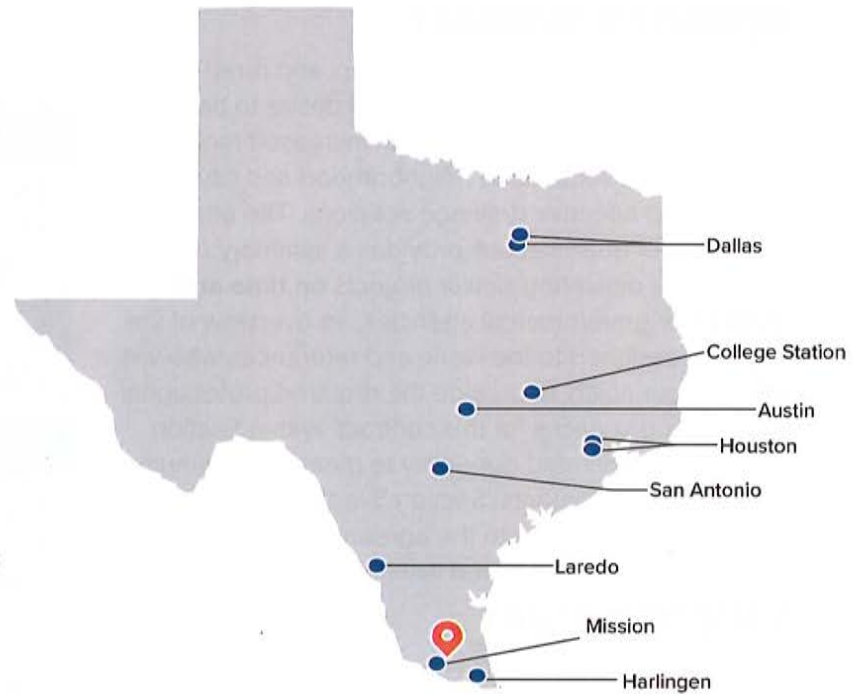
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- MEP Engineering Services

With decades of experience supporting the categories listed above, KCI has successfully assisted city, county, and state agencies with developing infrastructure plans and providing engineering documents to support assets and amenities. We have served as the lead engineer for numerous on-call services contracts as well as project specific assignments for 13 counties including Hidalgo County, state and federal agencies, and local municipalities.

Uniqueness to Perform these Services

Our service history includes route and design studies; roadway reconstruction, widening, and new roadways; and drainage, intersection layouts, MEP, and utilities coordination and design. As a life-long resident, entrepreneur, and family man of Hidalgo County, **OSCAR GARZA, PE, SIT**, has an intimate knowledge and vested interest in the existing infrastructure condition and the needs to support the exponential growth the LRGV is experiencing. His technical background, local experience, and knowledge of agency funding mechanisms make him a vital asset to the City and its infrastructure program.

Having grown up in the city of Donna, Project Principal **DAWN GREEN, PE** also brings knowledge and familiarity with the City. Ms. Green often travels to visit family in the area and has a vested interest in the planned infrastructure improvements for the community.



In addition, our staff has a clear understanding of the appropriate federal, state and local government regulations, codes, guidelines, and professional standards. We have prior experience working with the International Boundary and Water Commission, various Hidalgo County Irrigation Districts, TxDOT Pharr District, Hidalgo County Drainage District No. 1 (HCDD1), Hidalgo County Regional Mobility Authority, Cameron County, and local school districts and municipalities. We are committed to maintaining communication with each stakeholder to provide a successful project outcome.

Our firm has a staff of 200 employees located in Texas including professional engineers, technicians, land surveyors, construction managers, construction inspectors, utility coordinators and designers, mechanical, electrical, and civil engineers, plumbing designers, GIS specialists, and support staff. Through this wealth of resources, KCI has the opportunity to provide professional engineering services for the City

SIMILAR EXPERIENCE (PARTIAL LIST)

- Alberta Road PS&E for Roadway Improvements Segments 1 and 2, Edinburg, TX
- Brennaaleen Drainage, Edinburg, TX
- US 281 Rural Expressway Facility, Edinburg, TX
- Highway Safety Improvement Program - Traffic and Safety Studies (Hidalgo County Precinct 3), Hidalgo County, TX
- Mile 1 East, Mercedes, TX
- Faysville Drain, Hidalgo County, TX
- SH 48 Rehabilitation, Brownsville, TX
- SH 107, Hidalgo County, TX
- FM 681 Reconstruction and Widening, Pharr District, TX

FIRM QUALIFICATION AND EXPERIENCE

and will use this experience and knowledge gained to successfully execute any project awarded. You will discover throughout this response our ability to become a reliable partner to the City through our experience, qualifications, past performance, capacity, and resources.

Office location that will be providing the services

Our Mission Office, located at 2610 North Shary Road, will be responsible for the services provided under this contract with support from staff in Harlingen, Laredo, San Antonio, Houston, and Dallas. We are confident that our intimate knowledge of the region and community will be an asset to the City. Exhibit 1 on the following page shows the various services we provide.

Approach to handling part-time staffing needs for smaller assignments

KCI has the resources to adequately staff both large and smaller assignments. Staffing needs are addressed during our weekly scheduling meetings. Mr. Garza will meet with his team every Monday to discuss project schedules and staffing needs. During this meeting a two-week staffing plan is discussed and coordinated based on fluctuating project needs. Mr. Garza and his staff use P6 and Microsoft Project to track and monitor project schedules, budgets, and staffing. All project managers and project engineers are required to keep up-to-date individual project schedules for each of their assigned projects. During the staffing meeting projects are discussed and schedules are updated individually. During the meetings, projects are prioritized and those projects requiring the most attention or with a rapidly approaching deadline will be staffed first. Essentially, these are working meetings where discussions are constantly flowing and evolving until a solid work plan is set in place and a framework developed for the two-week workload projection schedule.

KCI CLIENTS WITHIN THE LOWER RIO GRANDE VALLEY

City of Edinburg

HCDD1

Hidalgo County

TxDOT Pharr District

City of Pharr

City of Brownsville

City of Mercedes

HCA Gulf Coast Division

City of McAllen

During these meetings particular attention is also paid to individual staff utilization. With input from Mr. Garza, annual targets are established for each staff member's utilization percentage (project chargeable time vs. non-chargeable time). These target percentages are compared with actual efforts on a weekly basis and also discussed during the scheduling meetings. This is important because it ensures that staff members aren't being under- or over-utilized and also provides a solid foundation for determining future staffing needs within the group. Having the ability to review and compare targets that have been established using historical group data along with the actual workload and staffing usage provides the opportunity to react to staffing needs in a quicker and more proactive way.

Should one or more key personnel not be available to complete the assigned project, we will re-allocate project responsibilities immediately to the design team or pull from additional personnel within KCI. Many of our project engineers and technicians have overlapping skill sets that can be allocated based on project requirements. Each dedicated employee can work overtime as necessary to maintain the project's schedule.

We are confident we have the staff available to respond to any size project assignment avoiding potential conflicts with current workloads. In the unlikely event we do not have the staff required, we will also hire additional part-time and/or full-time employees as needed to satisfy the project's goals.



200+
TEXAS EMPLOYEES



10
TEXAS
OFFICES



100+
PROJECTS IN
HIDALGO COUNTY

ENR
TOP **100**



**AWARD-
WINNING**
ORGANIZATION, PEOPLE & PROJECTS



100%
EMPLOYEE-OWNED

ISO 9001:2015
CERTIFIED FIRM

EXHIBIT 1: SERVICE CAPABILITIES (PARTIAL LIST)

STREET INFRASTRUCTURE EVALUATION AND IMPROVEMENTS AND TRANSPORTATION EVALUATION

- Access studies
- Alternative analysis
- Bicycle facility design
- Constructability reviews
- Evaluation of alternatives
- Feasibility studies
- Roadway capacity analysis
- Roadway improvement studies and design
- Interstate guide sign design
- Plans, Specifications, and Estimates
- Parking studies and facility design
- Public involvement
- Railroad-highway grade crossing
- Roadway alignment studies and design
- Roadway lighting design
- Schematic design

PAVEMENT MANAGEMENT AND IMPROVEMENTS

- Pavement inventory and condition assessment
- Visual and automated inspections
- Maintenance and rehabilitation optimization
- Pavement management system implementation
- Capital improvement planning
- Pavement image viewer dashboard
- Right-of-way assets inventory and condition assessment
- Pavement condition data integration
- GIS-based dashboards/web platforms
- Data collection and processing

UTILITY INFRASTRUCTURE EVALUATION AND IMPROVEMENTS

- Utility design
- Feasibility and strategic studies
- Plans, specifications and estimates
- Subsurface Utility Engineering (SUE)
- Permitting
- Right-of-way determination and negotiations
- Utility Coordination
- Manhole inspections
- Structural assessments
- As-built documentation

ENVIRONMENTAL ENGINEERING AND EROSION AND SEDIMENT CONTROL DESIGN

- Environmental impact statements
- Environmental documents
- Wetland delineation
- Traffic noise analysis
- Air quality analysis

- GIS mapping
- Watershed and ecological assessments
- Water quality and aquatic resource analyses
- TMDL analysis and management
- Erosion and sediment control
- NPDES permitting and regulatory compliance
- Closed storm drain design and inspection
- Stormwater management/erosion and sediment control review services
- Environmental and post-construction monitoring

WATER AND WASTEWATER EVALUATION AND IMPROVEMENTS

- Feasibility studies
- Asset management
- Rehabilitation of water and sewer conveyance system
- Design of water and wastewater pumping facilities
- Design of water storage facilities
- Diver inspection of underwater structures
- Evaluation and design of reclaimed water system
- Federal and state permitting

HYDROLOGY & HYDRAULICS

- FEMA/floodplain studies
- Watershed assessments
- Wetlands analysis, creation, restoration and enhancement design
- TMDL analysis and management
- H&H analysis
- Stormwater management, best management practices (BMPs)
- Bridge scour analysis

TRAFFIC ENGINEERING SERVICES

- Traffic impact studies
- Corridor studies
- Capacity analyses
- Route and interstate signing
- Roadway and pedestrian lighting
- Intelligent transportation systems (ITS)
- Transportation system management
- Traffic command and control systems
- Pavement markings

TRAFFIC SIGNAL DESIGN

- Operational control of traffic
- Signal system surveys
- Signal timing optimization
- Traffic command and control systems
- Traffic surveillance and control systems

CIVIL ENGINEERING

- Feasibility studies and site assessments
- Master planning and concept plans
- Playground and recreation design
- Grading plans
- Permit processing
- Special exceptions and variance requests
- Due diligence and ADA upgrades
- Athletic field design
- Irrigation design
- Value engineering
- Specification development
- As-built plans
- Sustainability design (LEED, Envision)

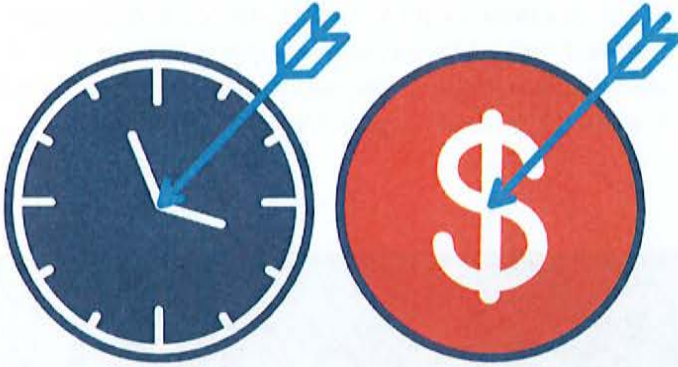
MECHANICAL ENGINEERING

- Heating, ventilating, and air conditioning
- Plumbing and process piping
- Commissioning and retro-commissioning
- Refrigeration
- Energy management and conservation
- Utility analysis and design
- Building management and system controls
- Material handling and process control
- Smoke control systems
- Facility assessments
- Code compliance
- Green build design

ELECTRICAL ENGINEERING SERVICES

- Normal/emergency/standby/critical power distribution systems
- Automation, control and instrumentation
- Sidewalk and pedestrian safety lighting
- Highway, street and tunnel lighting
- Interior and exterior building lighting
- Specialty lighting
- Low/medium voltage substations
- Security, access control and intrusion detection
- Renewable energy systems
- Data, audio/visual and wireless networking systems
- Communications and telecommunication systems
- Grounding systems
- Lightning protection systems
- Power studies: short circuit, protective device coordination, Arc Flash, load flow, and harmonic studies

ON TIME AND ON BUDGET DELIVERY



Our hands-on approach equips KCI with the appropriate resources to meet project schedules. We understand that delivering on-time projects to the City is of the utmost importance and the key to achieving this success is preparation and adherence to all established milestones. We understand that schedules are “lost” a day at a time; our monitoring program will prevent that from occurring. KCI will prepare a detailed Critical Path Method (CPM) schedule for projects issued under this contract and will address schedule issues during the scoping meeting. Preparing a detailed CPM schedule helps to confirm all tasks are defined and their interdependence is understood. We will work closely with the designated primary point of contact from the City while developing and maintaining your project’s schedule. Adherence to the schedule is critical

to evaluating performance and will be a main topic at KCI’s internal production meetings. We understand that delays are to be expected; however, we believe that building a project delivery schedule that accounts for the unforeseen is imperative to keeping a project on schedule and meeting milestone dates.

Our highly qualified Project Manager and lifelong Hidalgo County resident, Mr. Garza, can anticipate potential design delay issues and proactively adjust resources to maintain project schedules. He will use project controls to shift resources, respond to schedule changes, and respond early to tasks that threaten the schedule. Should schedule delays occur, he will redirect the necessary resources to maintain the agreed upon schedule. Any delays will be immediately communicated to the City’s representative. KCI is committed to maintaining the project’s schedule including working extended hours and/or on weekends as needed.

When it comes to maintaining the project budget, we understand that the success of this begins with developing an accurate budget. We will perform a site visit, verify we have a complete understanding of the project scope, and confirm all parties have a clear understanding of the project budget. The goal is to avoid project overruns and the need for supplementals.

As illustrated in the table below, KCI has a long history of implementing the above approach to meet project schedules and budgets.

PROJECT	ORIGINAL SCHEDULE	FINAL SCHEDULE	ORIGINAL BUDGET	FINAL BUDGET
Brenaaleen Drainage Edinburg, TX	03/2023 to 08/2023	03/2023 to 12/2023*	\$56,033	\$67,082*
Stage Coach Trail Brownsville, TX	07/2022 to 02/2023	07/2022 to 06/2023**	\$166,707	\$166,707**
Alley Rehab McAllen, TX	08/2023 to 8/2024	08/2023 to 07/2024	\$179,620	\$179,620
Traffic Signal Improvements Brownsville, TX	9/2022 to 2/2023	9/2022 to 2/2023*	\$63,764	\$78,164*

*Additional scope required of project

**Additional scope added by the client

TEAMING PARTNERS

KCI is committed to working with HUB firms to execute all projects issued under this contract. Although we have not formally added any consultants to our team, we have existing relationships with local HUB Firms Millennium Engineers Group, Inc., R.O.W. Surveying Services, LLC, and M2 Engineering, PLLC.

RELEVANT EXPERIENCE

KCI is confident we have the experience and expertise required to provide services to support the categories identified previously in our submission. The chart below is a sampling of similar projects within Texas.

PROJECT NAME	CLIENT	ROADWAY	DRAINAGE	UTILITIES	FEDERAL FUNDED	STATE FUNDED	CITY/COUNTY FUNDED	WATER/WASTEWATER	MEP FACILITIES
Highway Safety Improvement Program - Traffic and Safety Studies // Hidalgo County, TX	Hidalgo County	●					●		
Faysville Drain // Hidalgo County, TX	HCDD1		●				●		
Mile 1 East //Mercedes, TX	City of Mercedes	●					●		
SH 107 // Pharr, TX	TxDOT	●	●		●	●			
US 281 // Pharr, TX	TxDOT	●	●		●	●			
SH 48 //Brownsville, TX	TxDOT	●	●	●	●	●			
Alberta Road // Edinburg, TX	City of Edinburg	●	●				●		
Brennaaleen Drainage Improvements // Edinburg, TX	City of Edinburg		●				●		
Stagecoach Trail // Brownsville, TX	City of Brownsville	●	●				●		
SH 27 // San Antonio, TX	TxDOT	●	●		●	●			
Cypress Rosehill Reconstruction and Widening // Houston, TX	Harris County	●	●				●		
SH 99/SH 249 Direct Connectors // Houston, TX	Harris County Toll Road Authority						●		

FIRM QUALIFICATION AND EXPERIENCE

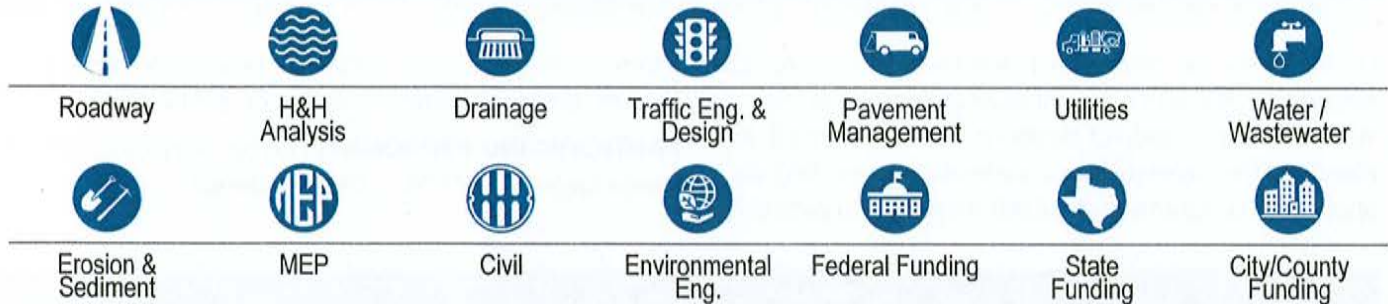
PROJECT NAME	CLIENT	ROADWAY	DRAINAGE	UTILITIES	FEDERAL FUNDED	STATE FUNDED	CITY/COUNTY FUNDED	WATER/WASTEWATER	MEP FACILITIES
SH 146 // Houston, TX	TxDOT				●	●			
Center Street Reconstruction and Extension // Houston, TX	Harris County	●	●				●		
Staff Augmentation // Fort Bend County, TX	Fort Bend County						●		
Bryan Road Reconstruction and Widening // Fort Bend County, TX	Fort Bend County	●	●				●		
US 77 // Kingsville, TX	TxDOT			●		●			
Mueschke Road Park and Maintenance Facility // Harris County, TX	Harris County						●		
Sam Houston Tollway East Hydraulic Impact Analysis and Drainage Design // Harris County, TX	Harris County Toll Road Authority		●				●		
SL 360 Grade Separation Walsh Tarlton Lane // Austin, TX	TxDOT	●			●	●			
SH 302 // Odessa, TX	TxDOT	●	●		●	●			
Schiel Road // Harris County, TX	Harris County	●	●				●		
FM 1463 // Houston, TX	TxDOT	●	●		●	●			
Lake Casa Blanca International State Park // Laredo, TX	Texas Parks & Wildlife	●	●			●			
Laredo College South Campus Automotive Center Expansion // Laredo, TX	Able.City	●	●			●			
Uni-Trade Stadium // Laredo, TX	City of Laredo	●					●		
Port Drive Roadway Extension // Laredo, TX	City of Laredo	●					●		
United ISD Washington Middle School Drainage Improvements // Laredo, TX	United ISD		●			●			

FIRM QUALIFICATION AND EXPERIENCE

PROJECT NAME	CLIENT	ROADWAY	DRAINAGE	UTILITIES	FEDERAL FUNDED	STATE FUNDED	CITY/COUNTY FUNDED	WATER/WASTEWATER	MEP FACILITIES
World Trade Bridge FAST Lanes Relocation // Laredo, TX	City of Laredo	●					●		
Pharr Headquarters HVAC Upgrade // Pharr, TX	TxDOT					●			●
Pharr Headquarters Parking Lot Improvements // Pharr, TX	TxDOT	●	●			●		●	
Youth Village MEP Renovation // Seabrook, TX	Harris County						●		●
Walnut Creek WTP Maintenance Shop HVAC Upgrades // Austin, TX	City of Austin						●		●
US 181 Harbor Bridge // Corpus Christi, TX	TxDOT			●		●		●	
State Loop 88 Utility Engineering and Verification // Odessa, TX	TxDOT			●		●			
Roosevelt Avenue: South St. Mary's Street/ UPRR Underpass to Steves Avenue // San Antonio, TX	San Antonio Water System						●	●	
Judson Road Water Infrastructure Improvements // San Antonio, TX	San Antonio Water System			●			●	●	

EXPERIENCE AND RECENT PROJECTS

A sampling of the firm's relevant experience for governmental agencies within the past two years is provided on the following pages.



ALBERTA ROAD

CITY OF EDINBURG // EDINBURG, TX



KCI is providing PS&E to reconstruct and widen a two-lane rural roadway segment to an urban boulevard curb and gutter section that includes four through lanes with a raised median, pedestrian and bicycle facilities, and a closed system storm sewer. Plans include typical sections, earthwork, general notes, roadway and storm sewer plan and profile sheets, outfall plan and profile, traffic control layouts and details, intersection improvements, traffic signal design, signing, and pavement markings and details, environmental permits, and SWPPP layouts.

This project is fiscally constrained under the City of Edinburg bond program, requiring a considerable value engineering effort pre-bid and post-award in partnership

with the successful contractor. Value engineering measures incorporated into this project have resulted in decreased lane width, which lowered roadway costs by avoiding the removal and replacement of eight traffic signal poles and a signal controller. Consolidation of pedestrian and bicycle facilities have decreased the roadway width (on-street bicycle facilities) to minimize conflict with compensable utilities and reduce impervious area. This reduced the design peak flow to our storm drain system and outfall structure, reducing pipe sizes and the number of curb inlets.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Carlos Juarez, PE // Desiree Banda // Grant Martinez, PE

FAYSVILLE DRAIN

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 // HIDALGO COUNTY, TX



This project, which was part of the 2018 Hidalgo County Drainage District Bond Program, will alleviate flooding in Faysville and the surrounding areas west of US 83. We performed hydrologic analysis and hydraulic design, authored a drainage report, performed preliminary and final design, and produced final PS&E. In addition, we will also provide construction-phase services.

The existing hydraulics and hydrology condition was analyzed using WMS, HEC-HMS, and the Rain on 2D

Mesh component within HEC-RAS. The final design of the Faysville Drain segment was determined iteratively by producing proposed hydraulic models in HEC-RAS and comparing the hydraulic performance under 2D-unsteady state conditions.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Carlos Juarez, PE // Desiree Banda // Grant Martinez, PE // Glenn Graham, PE

HIGHWAY SAFETY IMPROVEMENT PROGRAM

HIDALGO COUNTY // HIDALGO COUNTY, TX



Under an on-call contract with the Hidalgo County, KCI provided traffic and safety studies in support of the submission of 13 project locations within Precinct 3. KCI identified the projects for consideration of funding via applicable programs and submit existing and proposed

safety performance measures, preliminary proposed layouts, and preliminary construction cost estimates.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Diego Leyva, PE, PTOE // Desiree Banda

US 77 UTILITY COORDINATION

TXDOT PHARR DISTRICT // KENEDY COUNTY, TX



This TxDOT project is for the expansion of US Highway 77 South from Kingsville to Raymondville to accommodate the continued area growth. KCI provided utility coordination and Levels A, B, C, and D SUE for this project. Levels C and D were performed first to allow for

determination of locations for Level A test holes. The survey work was in conjunction with the SUE.

PARTICIPATING PERSONNEL: Scott Stockburger, PE

US 281

TXDOT PHARR DISTRICT // EDINBURG, TX



KCI is assisting with the PS&E and related documents for the Rural Expressway Facility on US 281 from 0.69 miles south of SH 186 to 0.34 miles north of FM 470 in Hidalgo County. We are managing a team of subconsultants to complete the roadway and bridge design, H&H design, traffic signal design, survey, and geotechnical data collection.

KCI is performing data collection and field reconnaissance. We are also providing technical assistance for the social, economic, and environmental studies and public involvement.

Using Bentley's OpenRoads 3D Design technology, we will prepare the roadway design including typical sections, mainlane and frontage roads, interchange, cross streets, cut and fill quantities, pavement design, and pedestrian and bicycle facilities. We are conducting field inspection to observe current drainage conditions at the outfall channels, cross drainage structures,

drainage easements, the tributary channel, and adjoining land development projects. KCI is conducting a hydrologic study including calculation of discharges and comparison of calculated discharges to the effective FEMA flows.

We are performing a hydraulic design and analysis using HEC-RAS. We are quantifying impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations. We are designing and analyzing storm drains, cross-drainage structures, and temporary drainage facilities. We will develop the PS&E for the hydraulics. Additional services include signing, pavement markings, signalization, utility engineering, retaining walls, and TCPs.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Carlos Juarez, PE // Desiree Banda // Grant Martinez, PE // Glenn Graham, PE

MILE 1 EAST IMPROVEMENTS

CITY OF MERCEDES // MERCEDES, TX



KCI provided S&E review for the reconstruction of this 1.4-mile corridor, which runs from BUS 83 (south end) to the Mile 8 North (north end) and consisted of urban and rural roadways. Design for the urban section of the roadway consisted of the reconstruction and widening the existing roadway to consist of two 12-foot wide travel lanes (one lane in each direction), a 16-foot continuous left turn lane, two 10.5-foot shoulders, and a 6-foot-wide sidewalk on each side of the roadway. We completed the design for the construction of a storm sewer system including multiple drainage inlets along the roadway.

Proposed improvement for the rural section consisted of the reconstruction and widening of the existing roadway to include two 12-foot travel lanes (one in each direction), and a 12-foot continuous left turn lane. The storm water design for this section consisted of conveying the existing outfalls via roadside ditches. The project corridor included several utility conflicts. We used an avoid, minimize, accommodate approach for all utilities in the corridor.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Carlos Juarez, PE // Desiree Banda // Grant Martinez, PE

BRENNAALEEN DRAINAGE IMPROVEMENTS

CITY OF EDINBURG // EDINBURG, TX



The purpose of the drainage project is to alleviate flooding in Brennaaleen Park, Cedar Heights, and Greenbriar Subdivisions by creating additional detention volume. The project will be carried out in two phases. Phase I will involve the construction of a 120 LF bore and a 36-inch storm sewer connection leading to the proposed detention pond. The pond will discharge into the drainage canal near Freddy Gonzalez Drive. To adequately convey stormwater from the Greenbriar Subdivision and mitigate flooding, a 15-foot drainage easement will be obtained. During Phase II, the paving on Cedar Street, extending from Freddy Gonzalez north to the cul-de-sac, and Cynthia Drive, from Freddy Gonzalez Drive to north to Cedar Street, will be reclaimed.

Additionally, the drainage infrastructure in Cedar Heights and Greenbriar Subdivisions will be replaced with new infrastructure. These improvements will enhance the capacity of the drainage system, thereby reducing the risk of flooding. A survey was conducted by a previous firm; however, some of the data required verification, thus necessitating field visits. These visits proved to be pivotal in redesigning the drainage system. Throughout the process, the residents' property was taken into consideration, and the design was modified accordingly while maintaining its efficiency. Coordination with the City of Edinburg was imperative to meet design criteria and ensure timely completion.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Carlos Juarez, PE // Desiree Banda

STAGECOACH TRAIL

CITY OF BROWNSVILLE // BROWNSVILLE, TX



The Stagecoach Trail was renovated using Capital Improvements Project funds. This project involved long-term investments in the City's infrastructure and facilities to enhance its residents' overall quality of life. KCI provided the PS&E for various improvements such

as drainage and roadway enhancements, construction of sidewalks, and shared-use paths.

KCI was also responsible for roadway and drainage upgrades to Morrison Road, located at the junction of Stagecoach Trail. These improvements included

FIRM QUALIFICATION AND EXPERIENCE

the installation of new drainage structures and new pavement. The enhancements to Morrison Road further enhanced the safety and accessibility of the trail. Overall, this project represented a significant investment in the City's future. The improvements to Stagecoach Trail and Morrison Road will enhance the community's

quality of life and provide residents and visitors with a safe, enjoyable recreational area.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Carlos Juarez, PE // Desiree Banda // Grant Martinez, PE

NORTH MAIN DRAIN PHASE III

HIDALGO COUNTY // EDINBURG, TX



KCI provided design survey services for the PS&E drainage design for the North Main Drain III Phase I Project. KCI completed research, field work, analysis, computation, and documentation necessary to complete a detailed topographic survey of the project site. Utilizing GPS, digital levels, and conventional survey equipment we located cross-sections, horizontal and

vertical locations of utilities and improvements, and details of bridges and structures. We also reviewed right-of-way maps and established control points. KCI completed right of entry, right-of-way research, and deed and plat research.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT

MCDAVITT BOULEVARD & OAK STREET / ROOSEVELT STREET TRAFFIC SIGNAL

CITY OF BROWNSVILLE // BROWNSVILLE, TX



For this project, two offset three-leg signalized intersections were reconfigured and combined to function as a four-leg signalized intersection. KCI's scope included utility coordination, identifying existing traffic signal inventory, existing pedestrian facility assessment, and designing new pedestrian facilities,

pavement markings, and the new signalized intersection with new electrical service, TS-2 signal controller, and pedestrian poles and signal heads.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Carlos Juarez, PE // Desiree Banda // Diego Leyva, PE, PTOE, RSP1

NORTH BRIDGE AVENUE TRAFFIC IMPACT ANALYSIS

CITY OF BROWNSVILLE // BROWNSVILLE, TX



The design aimed at salvaging as much of the existing traffic signal inventory as possible to optimize project value (keeping construction cost to a minimum) and to minimize or eliminate construction activities that require lane shifts and/or lane closures. The final design utilized the existing traffic signal poles, existing mast arms, and required only one new clamp on mast arm; which allowed KCI to reduce the construction cost estimate

by 40%. Further, by utilizing the existing poles, KCI avoided drilled shaft construction and lane closures for construction staging, reducing impact to operation of the corridor and existing intersection. The purpose of this project is to develop a commercial subdivision with retail lease spaces and restaurants.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Diego Leyva, PE, PTOE, RSP1

ALLEY REHABILITATION

CITY OF McALLEN // McALLEN, TX



The primary objective of this project was the rehabilitation of alleys in subpar conditions while prioritizing the mitigation of utility conflicts and enhancing drainage efficiency. KCI orchestrated the design of horizontal alignment, vertical alignment, pavement, and driveways for 26 alleys within the City of McAllen utilizing OpenRoads Designer software. Conducting a comprehensive topographic survey proved instrumental, facilitating the precise identification and resolution of utility conflicts by developing a utility conflict matrix. This survey also provided terrain

elevations from which we created a digital terrain model essential for the drainage design process. To optimize drainage performance, we implemented an inverted crown typical section while maintaining minimal profile cross slopes to ensure a steady flow across the entirety of the alleys. Lastly, we estimated the construction costs for each alley, ensuring adherence to the City's budgetary constraints while incorporating a 20% contingency provision.

PARTICIPATING PERSONNEL: Oscar Garza, PE, SIT // Carlos Juarez, PE // Desiree Banda // Grant Martinez, PE

PAVEMENT ASSESSMENT

CITY OF KYLE // KYLE, TX



In 2015, the City of Kyle selected KCI to provide a comprehensive street condition assessment for the City's 360 lane miles of asphalt streets and implement a Pavement Management System (PMS) using the PAVER™ software. KCI was again hired in 2023 to perform a City-wide automated pavement distress survey focusing on existing pavement conditions and curbs, documenting all existing distress types, severity, and extent, and determining a condition score for approximately 184 centerline miles (375 lane miles) of asphalt streets.

The assessment included the city's pavement conditions and right-of-way assets such as sidewalks, streetlights, PEC electric meters, signs, and supports. The survey was conducted using automated LCMS technology and involved capturing images to document existing cracking, pavement undulations, and minor failures. KCI then provided the City with Overall Condition Index (OCI) for all documented streets to allow for

future planning and rehabilitation purposes. OCI was determined to describe the surface ratings to assess the extent, severity, or type of conditions that affect scoring. The asset database included pavement condition, ride score, and other pertinent data from block to block. The pavement and ROW asset database, provided via a geodatabase format, was incorporated into the City's GIS system and Cartegraph OMS. KCI provided the City Council members with an executive summary of the current pavement conditions analytics, budget scenarios, and a multi-year plan. This was done to assist in justifying the budget requirements for pavement maintenance and rehabilitation. The final report will include all data and findings, recommendations for rehabilitation, and estimated pavement life of all identified sections.

PARTICIPATING PERSONNEL: Frank Jaster, PE

YOUTH VILLAGE MEP RENOVATION

HARRIS COUNTY // SEABROOK, TX



Harris County Youth Village is a youth education facility in Seabrook. This project involves renovating multiple buildings on their campus, including the central plant, gym building, trades building, administrative building, classroom building, and girls dormitory. KCI is providing

MEP, civil, and structural services for the replacement of HVAC systems and relocation and replacement of electrical systems.

PARTICIPATING PERSONNEL: Chris Clements, PE, LEED AP

McALLEN DATA CENTER

MDC // McALLEN, TX



KCI is providing MEP engineering design services for this addition, which includes a new data center in an existing space with associated UPS, CRAC units, and distribution serving a newly-formed IT room. KCI will

work with client on specifications and engineering needed to serve an A and B side at 400 kW per side.

PARTICIPATING PERSONNEL: Chris Clements, PE, LEED AP

PARKING LOT DRAINAGE IMPROVEMENTS

TxDOT PHARR DISTRICT // PHARR DISTRICT, TX



KCI provided grading, drainage, site lighting, and pavement design services for the Parking Lot at the Pharr District HQ. The work focused on the removal and re-design of failed asphalt concrete pavement, structural slabs, and foundations in the parking lot area within an existing 26-acre site, which previously contained a commercial business. A new pavement design, drainage features, and a parking lot layout was provided in the design documents for TxDOT's use in bidding the project. KCI's scope also included topographical survey

and a geotechnical assessment.

Through owner-driven needs for the growth of the HQ, TxDOT has continually re-engaged KCI through separate task orders for assistance with changing the design layout of the parking lot and associated appurtenances. Each design has cycles that lasted 2.5 months with 50% to 95% and 100% review cycles.

PARTICIPATING PERSONNEL: Chris Clements, PE, LEED AP // David Russell, PE

PNC BANK

PNC BANK // McALLEN, TX



KCI provided MEP services for a building renovation at the existing PNC bank located in McAllen, TX. Renovations included adding supplemental HVAC to conference and IDF rooms, refreshing the lighting to LED's with a modern architectural aesthetic. UPS and emergency power considerations and planning were

needed to maintain critical back up to the key rooms within the renovated space.

PARTICIPATING PERSONNEL: Chris Clements, PE, LEED AP

CRANE AND VEHICLE STORAGE BUILDINGS

ONEGAS // HARLINGEN, TX



KCI is providing MEP services to assist OneGas in building a new crane building and Picarro vehicle storage building at their existing site in Harlingen, TX. The crane building will house a 2-ton crane, warehouse storage, restroom, and overhead doors in and out. The Picarro vehicle storage building will be used to house

gas detection trucks. No maintenance of these vehicles will take place in the garage. Additionally, there will be some site lighting modifications and new electronic gates.

PARTICIPATING PERSONNEL: Chris Clements, PE, LEED AP



TAB 3

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Team Member Qualifications and Experience

Mr. Garza will serve as KCI's Project Manager for this contract. He will be supported by Dawn Green, PE, Project Principal. They have reviewed the documents associated with RFQ #2024-9 and have assembled an internal project team with the required professional licenses, background, training, availability, and qualifications to complete assigned projects under each specialized category.

Mr. Garza has practical experience designing and managing projects for the City and throughout Hidalgo County. Within the past five years he has designed and/or managed projects totaling more than \$500M. Mr. Garza is a "hands on" Project Manager who personally embeds himself in the heavy lifting of the design and development of all aspects of projects assuring the overall progress is taking strides toward successful completion (submitting quality deliverables on time and within budget). By taking a more involved role in the design process, Mr. Garza can anticipate any potential design delay issues and proactively adjust resources to maintain project schedules. Furthermore, his vast practical experience in every component of project development allows him to immediately fulfill any design or construction project role as needed. He is well accomplished at directing complete design and construction teams for similar maintenance, reconstruction, widening, and new location projects. He is skilled at time and budget management, incorporating public stakeholder concerns, project team leadership, and construction administration. Mr. Garza will monitor project development using project controls to shift resources and maintain the project schedule.

He will review monthly billing reports showing itemized work in progress, overall budget, dollars spent, and remaining budget. He will use these reports to assess immediate and future staffing needs and to develop client specific progress reports. He will rely on his project management experience to lead the design team through proactive communication, personal involvement, and delegation.

While working at TxDOT, Mr. Garza provided oversight and aided in quality assurance for several state and federal program projects. This provided him with a thorough understanding of state and federal obligations of the local agencies on these types of projects as well as the key high-risk issues that local agencies need to be aware of to deliver a successful project.

Our motivated and experienced team understands that time is of the essence to design and construct awarded projects. Mr. Garza and Ms. Green will provide project management and team leadership to accomplish the project's objectives while complying with the City's standards and requirements. Ms. Green will support Mr. Garza by verifying he has the technical resources needed to complete the requirements of each assignment within the City's expected schedule.

TEAM ORGANIZATION CHART

KCI has the experience and personnel required to assist the City with all facets of infrastructure projects for residents, businesses, and surrounding jurisdictions. Below is an organizational chart showcasing KCI's ability to handle all of the tasks proposed under this contract per category.



Oscar Garza, PE, SIT*
Project Manager

Dawn Green, PE*
Project Principal



Desiree Banda, EIT*
Deputy Project Manager

ENGINEERING DESIGN

Street Infrastructure Evaluation and Improvements

Carlos Juarez, PE

Pavement Management and Improvements

Frank Jaster, PE

Utility Infrastructure Evaluation and Improvements

Scott Stockburger, PE

Erosion and Sediment Control Design (SWPPP)

Grant Martinez, PE

Water and Wastewater Evaluation and Improvements

David Russell, PE

Hydrology & Hydraulics

Grant Martinez, PE

Transportation Evaluation

Glenn Graham, PE

Traffic Engineering Services

Diego Leyva, PE, PTOE, RSP1

Traffic Signal Design

Diego Leyva, PE, PTOE, RSP1

Environmental Engineering Services

Robb Fishman, AICP, REM

Civil Engineering

Edward Ochoa, PE, RPLS

MEP Engineering Services

Chris Clements, PE, LEED AP

KCI has more than 200 Texas employees available to support the task leaders identified for each service category above.

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE



DAWN GREEN, PE
Project Principal

BS in Civil Engineering, Texas A&M University // PE #79721 // 33 Years' Experience

Ms. Green's 33 years of experience includes project management and design of a wide variety of engineering assignments, primarily focusing on large municipal projects involving roadway, drainage, water, and wastewater system design. She also works with entities to help acquire funding for projects. In her role as Vice President of KCI, she helps leverage the opportunities and growth for KCI throughout Texas.

As Project Principal, Ms. Green is responsible for providing resources to the team to allow for the successful delivery of projects to the City. She will interface with the City as another line of communication to confirm KCI's understanding of the City's needs and assist in achieving the project goals. She will monitor contract compliance and serve as the senior executive for resolution of any issues that may be escalated. Her relevant experience includes:

Advanced Transportation District Program, City of San Antonio. Project Manager. The project included scoping, preparing cost estimates, and construction drawings for sidewalk replacement projects throughout the City of San Antonio. Ms. Green's responsibilities included site visits, preliminary analysis, identifying environmental constraints, identifying utility conflicts, and preparing construction drawings. The program also included bid preparation and advertisement, construction inspection and administration, and contract closeout. Ms. Green was responsible for coordinating with the contractor and citizens to provide information on the project areas.

Bulverde Road Improvements, Bexar County. Principal in Charge. Ms. Green managed this one-mile, \$6M roadway reconstruction project in northern Bexar County. The project included roadway reconstruction and drainage improvements and developing roadway and drainage design alternatives, traffic study, geotechnical investigation, preliminary structural design, SUE, environmental permitting, and survey.



OSCAR GARZA, PE, SIT
Project Manager

BS in Civil Engineering, University of Texas, San Antonio // PE #122125; SIT #110657 // 13 Years' Experience

Mr. Garza is personally invested in this region's infrastructure as a Hidalgo County resident, business owner, Board Member of the Hidalgo County Irrigation District #6 and Office Manager of KCI's Mission office. He has amassed practical and proven project methodology to solve unique design issues and challenging project schedules. His key strengths include project management, agency coordination, project scoping, scheduling, budgeting, cost control, design processes and problem resolutions. His background includes H&H; drainage, roadway, and traffic design; and construction engineering and inspection. He is proficient in legacy GeoPAK (2D Design) and SS3 and newer 3D Modeling and Design. Prior to joining KCI, Mr. Garza worked for the TxDOT Pharr District. His relevant experience includes:

Alberta Road, City of Edinburg. Project Manager. KCI is providing PS&E to reconstruct and widen a two-lane rural roadway segment to an urban boulevard curb and gutter section that includes four through lanes with a raised median, pedestrian and bicycle facilities, and a closed system storm sewer.

US 281 Rural Expressway Facility, TxDOT Pharr District. Project Manager. PS&E for improvements to US 281. The project limits are from 0.60 miles south of SH 186 to 0.34 miles north of FM 490 in Hidalgo County. Mr. Garza is overseeing the roadway design, TCP, and drainage design.

FM 681, TxDOT Pharr District. Project Manager. PS&E for a full depth reconstruction and widening of the roadway consisting of grading, lime treatment, subgrade, flexible base, asphalt concrete pavement, drainage improvements, retrofit concrete rail at existing bridge structures, metal beam guard fence, traffic signals, signing, and pavement markings.

Faysville Drain, Hidalgo County Drainage District No. 1. Project Manager. This project involved performing hydrologic analysis and hydraulic design, authoring a drainage report, performing final preliminary and final design, producing final PS&E, and providing construction phase services.

Mile 1 East Improvements, City of Mercedes. Project Manager. S&E review and PS&E services for the reconstruction of Mile 1 East. This 1.4-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 Rio Grande Valley Metropolitan Planning Organization, TxDOT, City of Mercedes, and Hidalgo County.

Highway Safety Improvement Program - Traffic and Safety Studies, Hidalgo County. Project Manager.

KCI provided traffic and safety studies in support of the submission of 13 project locations within Precinct 3. KCI identified the projects for consideration of funding via applicable programs and submit existing and proposed safety performance measures, preliminary proposed layouts, and preliminary construction cost estimates.



DESIREE BANDA
Deputy Project Manager

9 Years' Experience

Ms. Banda has over nine years of civil engineering experience. She has designed and drafted drainage and roadway systems, including roadway medians and pavement grading for various cities. She prepared civil site plans and converted topographic data into CAD drawings. Fluent in both English and Spanish, she is approachable, has strong presentation skills, and is a creative problem solver. She is proficient with AutoCAD Civil 3D, MicroStation, and Microsoft Office Suite. Ms. Banda is intimately familiar with the City of Edinburg, as evidenced by her experience below:

Brennaaleen Drainage Improvements, City of Edinburg, Engineer-in-Training. The drainage project aims to alleviate flooding in Brennaaleen Park, Cedar Heights, and Greenbriar Subdivisions by creating additional detention volume. The project will be carried out in two phases. Phase I will involve the construction of a 120 LF bore and a 36-inch storm sewer connection leading to the proposed detention pond. The pond will discharge into the drainage canal near Freddy Gonzalez Drive. To adequately convey stormwater from the Greenbriar Subdivision and mitigate flooding, a 15-foot drainage easement will be obtained. During Phase II, the paving on Cedar Street, extending from

Freddy Gonzalez north to the cul-de-sac, and Cynthia Drive, from Freddy Gonzalez Drive to north to Cedar Street, will be reclaimed. Additionally, the drainage infrastructure in Cedar Heights and Greenbriar subdivisions will be replaced with new infrastructure. These improvements will enhance the drainage system's capacity, thereby reducing the risk of flooding. Another firm conducted a survey; however, some of the data required verification, thus necessitating field visits. These visits proved to be pivotal in redesigning the drainage system. The residents' property was considered throughout the process, and the design was modified accordingly while maintaining efficiency. Coordination with the City of Edinburg was imperative to meet design criteria and help ensure timely completion.

Alberta Road, City of Edinburg. Transportation

Engineer. KCI is providing PS&E to reconstruct and widen a two-lane rural roadway segment to an urban boulevard curb and gutter section that includes four through lanes with a raised median, pedestrian and bicycle facilities, and a closed system storm sewer. This project is fiscally constrained under the City of Edinburg bond program, requiring a considerable value engineering effort pre-bid and post-award in partnership with the successful contractor. Value engineering measures incorporated into this project have resulted in decreased lane width, which lowered roadway costs by avoiding the removal and replacement of eight traffic signal poles and a signal controller.



CARLOS JUAREZ, PE
Street Infrastructure Evaluation and Improvements

BS in Civil Engineering, Texas A&M University, Kingsville // PE #122006

// 14 Years' Experience

Mr. Juarez has 14 years of experience in the industry and has completed schematic and PS&E for many transportation design projects. He has an expertise in completing complicated roadway design for PS&E projects. Mr. Juarez has comprehensive experience in transportation and drainage engineering including developing complete PS&E. He has comprehensive experience in transportation and drainage engineering including developing complete PS&E. He has completed drainage studies and designs for rural and

complex roadway systems. He has used Watershed Modeling System software to delineate watersheds and perform hydraulic analysis. He is also experienced in HY-8 to design and analyze culverts. His relevant experience includes:

Alberta Road, City of Edinburg. Project Engineer. KCI is providing PS&E to reconstruct and widen a two-lane rural roadway segment to an urban boulevard curb and gutter section that includes four through lanes with a raised median, pedestrian and bicycle facilities, and a closed system storm sewer.

SH 107, TxDOT Pharr District. Project Engineer. Mr. Juarez is managing the PS&E for the reconstruction of SH 107 from a two-lane rural roadway with eight-foot shoulders from FM 1425 to the IBWC Floodway East Levee. The project included 10 existing culverts. Existing culverts were analyzed using HY-8 to determine discharge, headwater, and velocity. The culvert layouts were developed for the project.

SH 27, TxDOT San Antonio District. Project Engineer. Mr. Juarez provided preliminary engineering services for 14.42 miles of SH 27 for improvements between Spur 100 and Pankratz Road. The drainage elements included preliminary ditch layouts and cross-section development. Mr. Juarez ensured sidewalk and ditch sections fit within existing ROW and looked at potential new ROW areas for proper sidewalk and ditch placement.

Faysville Drain, Hidalgo County Drainage District No. 1. Project Engineer. Mr. Juarez used HEC-RAS to develop the drainage model for project. LiDAR and field survey data was analyzed to create new ditch cross-sections. He also developed PS&E for drainage ditch widening project.



FRANK JASTER, PE
Pavement Management and Improvements

BS in Civil Engineering, Texas A&M University // PE #60985 // 43 Years' Experience

Mr. Jaster has provided numerous pavement forensic investigations within much of south, west, and east Texas. The age of the various pavements investigated ranges from newly constructed pavements to pavements more than 20 years old. The pavements ranged from parking lots to major interstate highways,

city streets, private drives, and racetracks. Also, Mr. Jaster served on a City of San Antonio Pavement Failure Task Force.

Mr. Jaster has designed many pavements throughout the South Central Texas areas, including runways for Los Cuerños Ranch and 74-Ranch. He has designed pavements for TxDOT, the cities of San Antonio and New Braunfels, Bexar, and surrounding counties, and various projects for parking lots and driveways. Mr. Jaster has also prepared numerous pavement designs, including private drives, parking lots, city streets, TxDOT roadways, private runways, and US Air Force Base runways/taxiways. He also participated in the specification amendments for the City of San Antonio and has written the civil specifications for numerous US Army Corps of Engineer projects.

2015 Pavement Evaluation & Assessment, City of Kyle. Pavement Design Engineer. Mr. Jaster provided a comprehensive street condition assessment for the City's 124-lane miles of asphalt streets. The team conducted a semi-automated pavement distress survey focusing on existing pavement conditions and documenting all existing cracking, pavement undulations, and minor failures. The team processed the data and downloaded the PCI and IRI scores into Street Saver®, which was utilized to prepare report charts and maps. This report included a summary of all findings, color-coded maps based upon PCI and IRI scores, and a ranking of the lowest scores, including corrective measures (i.e., total reconstruction, rehabilitation, resurfacing, crack sealing, etc.), and a detailed cost estimate for diverse options for correction. KCI also joined City staff in presenting the report to their City Council and Mayor.

2023 Pavement Evaluation & Assessment, City of Kyle. Pavement Design Engineer. Mr. Jaster used automated LCMS technology to survey the city's pavement conditions and right-of-way assets, documenting pavement distresses and providing an Overall Condition Index (OCI) for future planning and rehabilitation efforts. Asset inventory and conditions data was stored in the PAVER™ and Cartegraph OMS database and provided to the City in shape file format. The team also configured the Asset Condition Manager and Scenario Builder for conditions analysis, deterioration curves development, and maintenance and rehabilitation planning.

Hausman Road, Loop 1604 to IH 10, City of San Antonio. Pavement Design Manager. Mr. Jaster served as the Pavement Design Engineer for the Hausman Road Schematic. His team consisted of traffic, drainage, geotechnical, and subsurface utility engineers who studied the Hausman Road Corridor and developed a schematic design for roadway reconstruction and widening. The design incorporated Low Impact Development (LID) design elements that satisfied the TCEQ requirements for development over the Edwards Aquifer Recharge and Contributing Zones.

Blanco Road: Hildebrand to Jackson Keller, City of San Antonio. Pavement Design Engineer. Mr. Jaster served as the pavement design engineer for this 2.5-mile section of Blanco Road. In developing the recommendations for improvements and existing land use, he evaluated driveway locations, utilities, construction impacts to property owners, construction costs, existing roadway geometrics, and the need for ROW acquisition.



SCOTT STOCKBURGER, PE
Utility Infrastructure Evaluation and Improvements

BS in Civil Engineering, Texas A&M University // PE #80299 // 35 Years' Experience

Mr. Stockburger is a transportation engineer with 35 years of experience focused on utility design, coordination, and relocation. He is also an expert in highway design and construction, which enables him to understand and mitigate various conflicts on complex projects. He has managed complex projects involving large groups of technical employees and consultants, as well as multiple project phases from schematics and PS&E stages through construction. He is knowledgeable and compliant with applicable rules, regulations, plans and specifications. He has extensive knowledge of the TxDOT Utility Accommodation Rules (UAR); Code of Federal Regulations (CFR); ROW policies and procedures; and utility agreements including preparation, contracts, conflict analysis and corridor planning. His relevant experience includes:

US 77 Utility Coordination, TxDOT Pharr District. SUE Manager. Mr. Stockburger provided oversight for the utility coordination and QL A, B, C, and D SUE for this project. Levels C and D were performed first to allow for determination of locations for Level A test holes.

FM 3248, TxDOT Pharr District. SUE Manager. As a subconsultant, KCI provided QL-A, -B, -C, and -D SUE services to map existing utilities present along FM 3248 to facilitate PS&E design and identify conflicts within the proposed project limits.

SH 48, TxDOT Pharr District. SUE Manager. Mr. Stockburger managed the team responsible for level B and C SUE work to support schematic design for the rehabilitation of SH 48 from FM 511 to SH 4.

Mile 1 East Improvements, City of Mercedes. SUE Technician. This project included S&E review 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 consisted of urban and rural roadways. This project was a local let project in Hidalgo County funded by federal, state, and city monies. KCI developed the Advanced Funding Agreement between the RGV MPO, TxDOT, City of Mercedes, and Hidalgo County.



GRANT MARTINEZ, PE
Erosion and Sediment Control Design (SWPPP) | Hydraulics & Hydrology

BS in Civil Engineering, University of Texas at Rio Grande Valley // PE

#146525 // 6 Years' Experience

Mr. Martinez has over six years of experience working on various transportation projects. His experience involves extensive coordination of roadway design, hydrologic analysis, storm system/detention design, and utility coordination/design. He is familiar with GeoPAK, MicroStation, AutoCAD Civil 3-D, ArcGis, and HEC-RAS software.

Alberta Road, City of Edinburg. Project Engineer. KCI is providing PS&E to reconstruct and widen a two-lane rural roadway segment to an urban boulevard curb and gutter section that includes four through lanes with a raised median, pedestrian and bicycle facilities, and a closed system storm sewer. Plans included typical sections, earthwork, general notes, roadway and storm sewer plan and profile sheets, outfall plan and profile, traffic control layouts and details, intersection improvements, traffic signal design, signing, and pavement markings and details, environmental permits, and SWPPP layouts.

Alley Rehabilitation, City of McAllen. Project Engineer. The primary objective of this project was the rehabilitation of alleys in subpar conditions while prioritizing the mitigation of utility conflicts and enhancing drainage efficiency. KCI orchestrated the design of horizontal alignment, vertical alignment, pavement, and driveways for 26 alleys within the City of McAllen utilizing OpenRoads Designer software. Conducting a comprehensive topographic survey proved instrumental, facilitating the precise identification and resolution of utility conflicts by developing a utility conflict matrix. This survey also provided terrain elevations from which we created a digital terrain model essential for the drainage design process. To optimize drainage performance, we implemented an inverted crown typical section while maintaining minimal profile cross slopes to ensure a steady flow across the entirety of the alleys. Lastly, we estimated the construction costs for each alley, ensuring adherence to the City's budgetary constraints while incorporating a 20% contingency provision.

Mile 1 East Improvements, City of Mercedes. Project Engineer. This project included S&E review 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 consisted of urban and rural roadways. This project was a local let project in Hidalgo County funded by federal, state, and city monies. KCI developed the Advanced Funding Agreement between the RGV MPO, TxDOT, City of Mercedes, and Hidalgo County. Mr. Martinez supported the S&E review and PS&E services.

US 281 Segment 1: SH 186 to FM 490, TxDOT Pharr District. Project Engineer. This project is for proposed improvements to US 281 in Hidalgo County. KCI is responsible for directing and coordinating all activities associated with the project to comply with state and federal policies and procedures, and to deliver the work on the established timeline.



DAVID RUSSELL, PE
Water and Wastewater Evaluation
and Improvements

*BS in Civil Engineering, University of
Texas at San Antonio // PE #123318
// 13 Years' Experience*

Mr. Russell is a project manager with 13 years of experience. His passion for the work, ability to

collaboratively partner with his clients, and desire to lead a team has propelled his career forward in just a few short years. He offers diverse expertise in all phases of the project lifecycle from inception to completion including design, planning, assessing 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 across the state of Texas. His relevant experience includes:

Roosevelt Avenue: South St. Mary's Street/UPRR Underpass to Steves Avenue, San Antonio Water System (SAWS). Project Manager. Mr. Russell is the design lead for water and sanitary sewer adjustments and utility relocations. The project replaces 1,600 LF of 12-inch, 8-inch and 6-inch water mains. The work also includes replacement of fire hydrants, water valves, and service connections. KCI is also evaluating the impact against the sanitary sewer main alignment and minimizing the work to only adjust cleanouts to final elevation of the proposed sidewalk improvements

Judson Road Water Infrastructure Improvements, SAWS. Project Manager. Mr. Russell managed the planning, design, and bidding phase services for a new 2,000 LF of 16-inch HDPE water main for the SAWS Northeast Service Center. A duplex lift station with grinder pumps was also designed and 4,500 LF of 3-inch HDPE sanitary sewer force main along CoSA and TxDOT's ROW. Design included HDPE to ductile iron pipe connections, new fire hydrants, and service connections. The force main construction was completed using open trench and trenchless methods. Subsurface utility exploration located two 12-inch steel high pressure gas mains adjacent to the proposed water main alignment. Coordination and permitting with the CoSA and TxDOT was required. Mr. Russell provided oversight construction phase services.

2018 Dead End Mains, SAWS. Project Engineer. KCI provided planning/design services for the elimination program, including a concept report to establish means for organizing/categorizing the first 190 priority dead ends. Part of this effort was to identify the initial group of projects to meet cost constraints. Group 1 was fast-tracked to meet a January 2019 deadline. The design included 1,500 LF of 8-inch to 16-inch water mains at 10 locations. Mr. Russell designed the water system improvements and assisted the design team with accurate construction documents for bidding.

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE



GLENN GRAHAM, PE
Transportation Evaluation

BS in Civil Engineering, Texas A&M University // PE # 72761 // 35 Years' Experience

Mr. Graham's background includes planning, design, and management of a wide range of transportation projects. His experience includes program management, feasibility studies, route location studies, environmental studies, traffic engineering, transportation planning, travel demand modeling, schematic design, final design, and preparation of PS&E for major roadway projects throughout Texas. He has managed and supported several significant program management projects. He has also led many workshops and public meetings requiring him to present the technical findings of transportation studies. Mr. Graham has experience managing indefinite delivery contracts for multiple TxDOT districts, and was responsible for managing over 25 work authorizations for the Lufkin District that ranged in scope from traffic and feasibility studies, to schematic design and plans, specifications, and estimates of urban streets and rural highways. He has also managed two indefinite delivery environmental planning contracts for the TxDOT Houston District. In recent years, his focus has been on program management for toll road and county-wide bond programs. His relevant experience includes:

SH 302, TxDOT Odessa District. Project Manager.

Schematic design for widening of an urban corridor along SH 302 for existing rural two-lane highway in Winkler County. Mr. Graham managed the team responsible for conceptual designs and executing the evaluation of alternatives (transportation evaluation) against the purposed and need of the project.

FM 2920 from North Willow Street to IH 45, TxDOT Houston District. Project Manager.

Mr. Graham managed the schematic and environmental design and alternatives analysis for the project. He assembled and managed the team of subproviders and developed the WA scope and fee and proposed schedule. He prepared the Project Management Plan (PMP) including the QA/QC plan. His team prepared the schematic design using OpenRoads in a 3D design environment.



DIEGO LEYVA, PE, PTOE, RSP1

Traffic Engineering Services | Traffic Signal Design

BS in Civil Engineering, Texas A&M University // PE #123378; PTOE #4193; RSP1 #1055 // 13 Years' Experience

Mr. Leyva has over 13 years of experience in transportation and traffic operations, including sign and pavement markings, traffic control plans, traffic signal design, illumination design, intelligent transportation system (ITS), traffic impact analysis, traffic operations studies, traffic signal timing, traffic signal warrant analysis, roadway plan and profile, storm sewer design, utility design, plats, public improvement plans, right of way permits, and vision zero. Mr. Leyva has designed over 120 new or modified traffic signals, designed over 200 miles of sign and pavement markings, developed over 100 traffic studies for various clients, reviewed over 500 plats, reviewed over 70 public improvement plans, and reviewed over 50 bond capital improvement projects.

Brownsville Traffic Signal Design, City of Brownsville. Traffic Engineer.

KCI provided traffic signal design and traffic engineering services at three locations for the City of Brownsville. The project included design survey and design of three fully actuated traffic signals. Mr. Leyva worked on the traffic signal design, ADA curb ramp design, and sign and pavement marking layouts for the intersections of US 281 at Calle Pluton, FM 1419 at FM 511, and FM 1847 AT Main St. The signal design included mast arm signals and span wire signals.

Highway Safety Improvement Program, Hidalgo County. Traffic Engineer.

KCI provided professional engineering services for roadway design, traffic design, utility coordination, environmental documentation, and construction phase services necessary to support the design process for six roadway projects in Hidalgo County. Mr. Leyva worked on the design of three projects. The projects included signal design, illumination design, sign and pavement markings. The project locations included the intersections of Mile 2 at Minnesota Road, Mile 3 at Western Road, Mile 4 at Texan Road, Mile 8 at Texan Road, Mile 5 at Western Road, and Mile 4 at Trosper Road.

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE



ROBB FISHMAN, AICP, REM
Environmental Engineering Services

*MA in Project Management,
University of Houston; BA in Civil
Geology, Humboldt State University*

// AICP #015190; REM #9967 // 38 Years' Experience

Mr. Fishman has an extensive background in the National Environmental Policy Act (NEPA) and environmental studies supporting NEPA. He is results-driven Senior Project Manager and offers 38+ years of experience in diverse settings involving a wide range of concurrent environmental issues at multiple sites. His responsibilities include management and supervision in the preparation and review of environmental documents, coordination with federal, state, and local regulatory agencies, appearances at public forums, environmental documentation support and regulatory compliance efforts. Mr. Fishman has utilized his training, field experience, and knowledge of NEPA and Council on Environmental Quality (CEQ) regulations to implement the procedural provisions of NEPA, as well as, the environmental guidelines and procedures established by federal agencies which have included the Federal Highway Administration (FHWA)/including TxDOT, Federal Aviation Administration (FAA), Federal Transit Administration (FTA), Federal Railroad Administration (FRA), etc.

Statewide IDIQ Environmental Services (2004-2023), TxDOT. Project Manager. Mr. Fishman's responsibilities also included environmental documentation; permit preparation, data collection, analysis, mitigation, monitoring, and public involvement for highway projects located throughout the state of Texas. The environmental documentation included preparing EISs, EAs, or CEs; community impact assessments; noise analysis; air quality analysis; water quality impacts; permitting issues; wetland determinations/delineations; water body modifications; wildlife resources and endangered/threatened species; floodplain impacts; coastal resource issues; historic and archeological preservation; hazardous materials; secondary and cumulative impacts; and section 4(f) issues.

IDIQ Environmental Services (2015-2021), TxDOT Houston District. Project Manager. Mr. Fishman's responsibilities also included environmental documentation; permit preparation, data collection, analysis, mitigation, monitoring, and public involvement

for highway projects located throughout the state of Texas. The environmental documentation included preparing EISs, EAs, or CEs; community impact assessments; noise analysis; air quality analysis; water quality impacts; permitting issues; wetland determinations/delineations; water body modifications; wildlife resources and endangered/threatened species; floodplain impacts; coastal resource issues; historic and archeological preservation; hazardous materials; secondary and cumulative impacts; and section 4(f) issues.



EDWARD OCHOA, PE, SIT, CFM
Civil Engineering

*BS in Agricultural Engineering, Texas
A&M University // PE #92956; SIT*

#6741; CFM #3133-16N // 25 Years' Experience

Mr. Ochoa has more than 25 years of experience working on a wide variety of land development, municipal and transportation projects. His experience involves coordination with City/County staff and includes master planning, feasibility studies, platting, roadway design, hydrologic analysis, storm drainage/detention pond design, utility design and coordination, SWPPP, grading, and a variety of civil site improvements projects. Mr. Ochoa's municipal and transportation experience include highway and overpass design, airport runway design, urban roadway design, roadway widening projects and sidewalk improvement projects, which include driveway design and coordination, acceleration and deceleration lanes, meeting ADA accessibility standards, access management and right-of-way coordination. He is also experienced in coordinating and preparing a variety of surveys and easements in urban, institutional and rural settings. As a Certified Floodplain Manager, Mr. Ochoa has years of experience with FEMA elevation certificates and preparing floodplain development permits.

World Trade Bridge FAST Lanes Relocation, City of Laredo. Project Manager. KCI provided the civil engineering, surveying design, and plan development for the relocated FAST Lanes on the bridge site. The included plan development and design for the installation of Weigh-In-Motion (WIM) on the existing exit booths. Civil engineering consisted of roadway design, storm drainage, traffic control, complex construction phasing, dry utilities design, utility coordination and

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

surveying. A hydrologic analysis was conducted using the TR-55 method and the use of alternative detention concepts while following the guidelines of EPA's EISA Section 438 Technical Manual. Mr. Ochoa provided the surveying, civil engineering design, and plan development for the relocated FAST Lanes on the bridge property.

The New Trade Center Master Plan, City of Laredo. Project Manager. KCI provided the engineering services for over 150 acres of master-planned industrial development. Included was a hydrologic analysis of four drainage areas in pre-and post-development conditions, along with channel, detention basin and storm drainage system designs. The project also included platting, surveying, roadway, water, sanitary sewer, dry utilities design, bidding and awarding, construction staking, construction oversight, and project closeout. The surveying aspect of KCI's work included conducting a boundary and topographic survey for each phase, conducting utility surveys, preparing easements and plats of record for the property, and providing construction control and staking.

Various CDBG Street Improvements Projects, Jim Hogg County. Project Manager. KCI provided assistance with the planning of street rehabilitation work, along with grant application assistance for three CDBG grant applications. This was followed by the engineering, construction plans, and specifications for eight city blocks in Hebbronville, including roadway design, storm drainage, survey coordination, project bidding and awarding, construction oversight, and project closeout. Mr. Ochoa provided assistance with the planning of street rehabilitation work, along with grant application assistance for three CDBG grant applications.



CHRIS CLEMENTS, PE, LEED AP

MEP Engineering Services

BS in Electrical Engineering, The University of Texas at Austin // PE #111339 // 18 Years' Experience

Mr. Clements is the regional practice leader for the MEP practice where he is responsible for the management and senior project oversight of all projects from the conceptual phase through construction and commissioning. He has performed extensive field surveys, system analyses, energy studies, and cost estimating services for a variety of public and municipal entities. His relevant experience includes:

HVAC Upgrades, TxDOT Pharr District. Principal-in-Charge. Provided oversight for this project, which involves replacing the aging HVAC equipment at the Pharr Headquarters to improve energy efficiency and reliability, restore desired building pressurizations, and align owner changes to the use of the space.

McAllen Data Center, Bud Griffin & Associates, Inc. Project Manager. KCI provided MEP engineering design services for this addition, which included a new data center in an existing space with associated UPS, CRAC units, and distribution serving a newly-formed IT room. KCI worked with the client on specifications and engineering needed to serve an A and B side at 400kW per side.

Youth Village MEP Renovation, Harris County. Principal-in-Charge. This project will renovate multiple buildings on their campus, including the central plant, gym building, trades building, administrative building, classroom building, and girls dormitory. KCI is providing MEP, civil, and structural engineering services for the replacement of HVAC systems and relocation and replacement of electrical systems.

Gardener Betts/ISC Building MEP Renovation, Travis County. Principal-in-Charge. Following the completion of a physical assessment, KCI is coordinating with a subconsultant to design replacement of various roofing and envelope items.

TAB 4

REFERENCES

REFERENCES

The KCI team is dedicated to providing quality, responsive services to the City. At KCI, we feel that the best measure of our performance is client satisfaction and our relationship with our clients. The client references below can attest to the performance of KCI and our key personnel. We encourage the City to discuss with these clients the capabilities of our firm and proposed staff members.

MAYOR OSCAR MONTROYA

City of Mercedes

956.565.3114 // mayor.montoya@cityofmercedes.com

Project name and brief description: Mile 1 East Improvements - 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.

Role: Oscar Garza - Project Manager; Carlos Juarez - Project Engineer; Scott Stockburger - SUE Manager

PETE ALVAREZ

TxDOT Pharr District

956.702.6100 // pedro.alvarez@txdot.gov

Project name and brief description: US 281 Rural Expressway Facility - KCI is assisting with the PS&E and related documents for the Rural Expressway Facility on US 281 from 0.69 miles south of SH 186 to 0.34 miles north of FM 470 in Hidalgo County. We are managing a team of subconsultants to complete the roadway and bridge design, H&H design, traffic signal design, survey, and geotechnical data collection.

Role: Oscar Garza - Project Manager; Carlos Juarez - Project Engineer

COMMISSIONER EVERARDO "EVER" VILLARREAL

Hidalgo County Commissioner Precinct 3

956.585.4509 // everardo.villarreal@co.hidalgo.tx.us

Project name and brief description: Highway Safety Improvement Program - KCI provided traffic and safety studies in support of the submission of 13 project locations within Precinct 3. KCI identified the projects for consideration of funding via applicable programs and submit existing and proposed safety performance measures, preliminary proposed layouts, and preliminary construction cost estimates.

Role: Oscar Garza - Project Manager; Carlos Juarez - Project Engineer; Dlego Leyva - Traffic Engineer

COMMISSIONER ELLIE TORRES

Hidalgo County Commissioner Precinct 4

956.381.0981 // ellie.torres@co.hidalgo.tx.us

Project name and brief description: Faysville Drain - This project, part of the 2018 Hidalgo County Drainage District Bond Program, specifically aims at elevating flooding in Faysville and the surrounding residential areas West of US 83. We are performing hydrologic analysis and hydraulic design, authoring a Drainage Report, performing final preliminary and final design, producing final PS&E, and providing construction phase services.

Role: Oscar Garza - Project Manager; Carlos Juarez - Project Engineer

CITY ENGINEER CARLOS LASTRA, PE

City of Brownsville

956-547-6812 // carlos.lastra@brownsvilletx.gov

Project name and brief description: Stagecoach Trail - KCI provided the PS&E for various improvements such as drainage and roadway enhancements, construction of sidewalks, and shared-use paths. The Stagecoach Trail was renovated using Capital Improvements Project funds. This project involved long-term investments in the City's infrastructure and facilities to enhance its residents' overall quality of life.

Role: Oscar Garza - Project Manager; Carlos Juarez - Project Engineer

PAST PROJECTS WITH THE CITY OF EDINBURG

KCI is proud to be a local LRGV engineering firm. We have had the opportunity to work throughout the region for the City of Edinburg, TxDOT Pharr District, Hidalgo County, City of Mercedes, and HCDD1. Our recent successful project experience has provided us with an understanding of the region's topography, stakeholders, history, and specific needs. We understand it is imperative to take these issues into consideration when developing project scopes.

From our prior experience working within the region, we have learned that developing individual scopes tailored to the project surroundings helps mitigate these obstacles. Our existing relationships with the City, Hidalgo County, TxDOT Pharr District, International Boundary Water Commission, Irrigation and Drainage Districts, Federal Emergency Management Agency, school districts, neighboring municipalities, Texas Parks and Wildlife, US Army Corps of Engineers, and

REFERENCES

National Fish and Wildlife Service will help facilitate efficient and effective public outreach and local stakeholder coordination resulting in projects that are delivered on time and budget to the City of Edinburg.

Recently for the City, KCI provided PS&E services for Alberta Road to reconstruct and widen the roadway from a two-lane rural segment to an urban boulevard curb and gutter section that includes four through lanes with a raised median, pedestrian and bicycle facilities, and a closed system storm sewer. This experience has provided us with intimate knowledge of the City of Edinburg's standards, guidelines, and preferences. In addition, we have built relationships with Cities public works team that we will capitalize on to move swiftly and efficiently through the project scoping, negotiation, and project development phases. Below is a list of our proposed key personnel who have previously worked with the City before.

KEY PERSONNEL	ROLE	CITY PROJECTS
Oscar Garza, PE, SIT	Project Manager	Alberta Road Segment 1 Roadway Improvements Alberta Road Segment 2 Roadway Improvements Brennaaleen Drainage US 281 Segment 1 (water distribution) Escondido Subdivision La Sienna Subdivision - Traffic Analysis
Desiree Banda	Deputy Project Manager	Alberta Road Segment 1 Roadway Improvements Alberta Road Segment 2 Roadway Improvements Brennaaleen Drainage
Carlos Juarez, PE	Street Infrastructure Evaluation and Improvements	Alberta Road Segment 1 Roadway Improvements Alberta Road Segment 2 Roadway Improvements Brennaaleen Drainage US 281 Segment 1 (water distribution) Escondido Subdivision
Grant Martinez, PE	Erosion and Sediment Control Design (SWPPP) Hydrology & Hydraulics	Alberta Road Segment 1 Roadway Improvements Alberta Road Segment 2 Roadway Improvements Brennaaleen Drainage
Glenn Graham, PE	Transportation Evaluation	US 281 Segment 1: SH 186 to FM 490

TAB 5

INSURANCE

INSURANCE POLICY SUMMARY

KCI certifies it has adequate measures for the protection of the City, its agencies, and personnel for any and all forms of liability, errors, or omissions committed by us in our performance of this contract. KCI carries \$2M each occurrence / \$4M aggregate of general liability insurance, in addition to \$10M per claim / \$15M aggregate of professional liability coverage and \$25M of umbrella coverage.

LITIGATION AND CLAIMS SUMMARY

KCI'S insurance claims history for the past 10 years is included in Tab 8 with our Litigation Disclosure Form.

TAB 6

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

KCI has read the professional services agreement and will meet the prerequisite insurance requirements. If selected, KCI agrees to enter in to such agreement.

TAB 7

CONTACT INFORMATION

CONTACT INFORMATION

Primary contact responsible for RFQ



OSCAR GARZA, PE, SIT

Project Manager

2610 North Shary Road, Mission,
TX 78574 // 956.271.669 (phone) //
956.369.4529 (cell) // oscar.garza@
kci.com

Person authorized to contractually obligate KCI



DAWN GREEN, PE

Project Principal

2806 W. Bitters Road, Ste. 218
San Antonio, TX 78248 //
210.641.9999 (phone) // 210.414.2911
(cell) // dawn.green@kci.com

TAB 8

REQUIRED FORMS

CONFLICT OF INTEREST FORM

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

Clayton Green
Signature of vendor doing business with the governmental entity

7/10/24
Date

NON-COLLUSION AFFIDAVIT

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

____Dawn Green PE____, being first duly sworn, deposes and says that: (Name)

- (1) She is Vice President of __KCI Technologies 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

Dawn Green

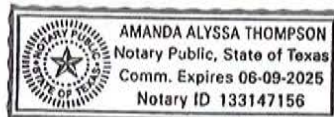
Title

____Vice President____

Subscribed and sworn to me this 10 day of July 2024.

By: A. Thompson

Notary Public



My commission expires

06/09/25

CONFLICT OF INTEREST DISCLOSURE**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.

CONFLICT OF INTEREST DISCLOSURE

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:

7/10/24

Company/Vendor Name:

KCI Technologies, Inc.

Printed Name and Title:

Dawn Green, PE - Vice President

Authorized Signatory:

Dawn Green

GENERAL QUESTIONNAIRE

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: KCI Technologies Inc.
(Full, correct legal name)
- Address: 2610 N Shary Rd. Mission, TX 78574
 - Telephone/Fax: 956-271-6688
 - Email address: dawn.green@kci.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? Sparks, MD
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: Oscar Garza
Address: 2610 N Shary Rd, Mission, TX 78574
Telephone: (956) 271-6694
Fax: N/A
Email: oscar.garza@kci.com
8. Surety Information

GENERAL QUESTIONNAIRE

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

HOUSE BILL 89 VERIFICATION

HOUSE BILL 89 VERIFICATION

I, Dawn Green, PE, the undersigned representative of
KCI Technologies, 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:

Dawn Green, PE - Vice President

TYPE/PRINT NAME AND TITLE:

7/10/24

DATE:

LITIGATION DISCLOSURE FORM**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.

LITIGATION DISCLOSURE FORM

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?

To date, KCI has knowledge of three circumstances in which our contract was terminated for convenience. One contract was terminated because the owner's right-of-way (ROW) requirements did not align with the design requirements. The owner and KCI separated without formal dispute, and the owner proceeded with the project with a different consultant. A second contract was terminated shortly after KCI acquired a firm in litigation. The last known instance of contract termination occurred when the owner discontinued the project due to changes in Federal regulations related to compliance with the Clean Water Act, which required additional work that would increase both design and construction costs.

LITIGATION DISCLOSURE FORM**10 YEAR LITIGATION SUMMARY – OPEN AND CLOSED – PROFESSIONAL**

- **Core Logistic Services, LLC vs. LaSalle County / Don Durden, Inc., DBA Civil Engineering Consultants (CEC)**
Jurisdiction: LaSalle County, Texas
Opened: September 2014
Closed: September 19, 2017 – Motion for Summary Judgment granted

This was a breach of contract between the owner, La Salle County, and its contractor, Core Logistics. Core Logistics attempted to join CEC claiming CEC tortiously interfered with Core's ability to be paid by the County.

- **ICG 16th Street Associates LLC Asserts Claim against KCI Technologies, Inc.**
Case No: 17-CV-1070 (CRC)
Jurisdiction: U.S. District Court, District of Columbia
Opened: January 2015
Closed: August 2020 – Settled

This was a property claim dispute in which ICG alleged that a neighboring property (owned by an affiliate of ICG) was encroaching onto their property by more than the original KCI prepared survey showed. ICG claimed there was a defect caused by an error in the survey done by KCI.

- **SummitIG, LLC vs. PEI Engineering & Construction, LLC (PEI) / KCI Technologies, Inc. [KCI Technologies named, but should be KCI Construction Services LLC]**
Case No: 101283
Jurisdiction: Circuit Court for the County of Loudoun, Virginia
Opened: May 2016
Closed: September 2019

This was a property damage claim filed by SummitIG, a public service company providing telecommunications services throughout Virginia. PEI, a subcontractor to KCI, damaged SummitIG's conduit and fiber while performing excavation services. PEI claimed the plaintiff, SummitIG, was responsible for incorrectly marking SummitIG's facilities location.

- **The Helga R. Shay Revocable Trust, etc., PLTIF vs. March-Westin Company, Inc. / DFTS / KCI Technologies, Inc. / et al**
Case No: 18-C-64
Jurisdiction: Monongalia County, Circuit County, West Virginia
Opened: July 2018
Closed: August 2019– Settled

WVU College Park project was a fast-paced multi-building student housing project. Retaining wall on site had slipped and caused impact to properties below the wall. KCI did not design the retaining wall and was not the geotechnical engineer. KCI also did not approve the retaining wall shop drawings/calculations.

As of May 2024

LITIGATION DISCLOSURE FORM

- **Alexander D. Kunkel vs. Alexander D. Kunkel vs. J.D. Eckman, Inc. / Ford Motor Company / Meaghan Peltier / Robert Talia / Established Traffic Control, Inc. / KCI Technologies, Inc. / Brian Leslie Watkins, PE / Pennsylvania Department of Transportation (PENNDOT) / Bridgestone Americas, Inc.**
Case No: 2020-00200
Jurisdiction: Court of Common Pleas Philadelphia County
Opened: November 2018
Closed: Ongoing

Plaintiff was a passenger in a car with six other occupants and half of the passengers were not wearing seatbelts. The driver wrecked the vehicle which overturned and landed on the roof. The plaintiff received multiple injuries including permanent paralysis from the waist down. The accident occurred in a traffic work zone designed by KCI. The driver plead guilty to recklessly endangering another person in addition to other related offenses. KCI was a sub consultant to URS Corporation (now AECOM) for this project.

- **Jesco, Inc. vs. KCI Technologies, Inc.**
Case No: C-08-CV-18-001151
Jurisdiction: Circuit Court for Charles County, Maryland
Opened: November 2018
Closed: February 2021 – Settled

Jesco entered into an agreement to purchase a property with the intent of constructing a two-story commercial building, parking areas, and access roads. KCI performed limited geotechnical investigations for Jesco. Based on KCI's findings, Jesco purchased the property. Jesco claimed there were defects and faults in the report and that Jesco incurred losses, costs and expenses as a result.

- **Chasity Jackson & Chris Jackson, et al vs. Metropolitan Government of Nashville & Davidson County, Tennessee / KCI Technologies, Inc. / Stansell Electric Company**
Case No: 19C-725
Jurisdiction: Circuit Court of Davidson County Twentieth Judicial District of Tennessee, Twentieth Judicial District of Tennessee
Opened: February 2020
Closed: November 2020 – Settled

Chasity Jackson passed through an intersection and her car ran over the edge of a concrete median that had been recently constructed. The island was alleged to not have been constructed in accordance with KCI's design.

- **George Powell vs. City of San Marcos / 2202 Hunter Road Inv. LP / Don Durden, Inc., DBA Civil Engineering Consultants (CEC)**
Case No: 19-3078
Jurisdiction: San Marcos, Texas
Opened: April 2020
Closed: December 2022 – Settled

As of May 2024

LITIGATION DISCLOSURE FORM

This claim alleged negligence on the part of CEC as well as the other defendants. Plaintiff claimed the design of a detention pond caused flooding and damage to his property.

- **Jennifer Nicole Moon, Individually and as Administrator of the Estate of Gregory Moon, Deceased, et al vs. Pittman Construction Company / Middle Georgia Paving, Inc / KCI Technologies, Inc. / Georgia Department of Transportation**
Case No: 20CV0399
Jurisdiction: Superior Court of Jackson County, Georgia
Opened: June 2020
Closed: November 2021 – Settled

The claim alleged wrongful death of Gregory Moon who was driving his motorcycle through a construction zone in the early morning of June 7, 2018. When attempting to change lanes, Mr. Moon's motorcycle allegedly hit steep uneven pavement causing him to lose control. Mr. Moon later succumbed to his injuries. KCI was hired by GDOT to perform inspection and supervisory work on this paving project.

- **Ronald Thomas and Tamara Thomas vs. South Carolina Department of Transportation, et al**
Case No: 2019CP3201072
Jurisdiction: State of South Carolina, County of Lexington
Opened: November 2020
Closed: January 2021 – Dismissed

The claim alleged personal injury resulting from a failure to maintain the project site in a safe condition. The Plaintiffs were driving their motorcycle in a construction zone on May 19, 2017. The allegation was that while changing lanes, the Plaintiffs struck uneven pavement causing them to lose control of the motorcycle and wreck. KCI was hired by SCDOT to perform inspection services.

- **Susan Galloway, Personal Representative of the Estate of William Andrew Galloway, Deceased vs. Blythe Construction, Inc. / Stay Alert Safety Services, Inc. / South Carolina Department of Transportation / KCI Technologies, Inc. / Infrastructure Consulting & Engineering**
Case No: 2019-CP-42-04336
Jurisdiction: State of South Carolina, County of Spartanburg
Opened: December 2020
Closed: January 2023 – Dismissed

The claim was based on a fatal car accident that occurred on December 14, 2017. The claim alleged that due to limited visibility created by the contours of the road and lack of signage warning of a construction zone, Mr. Galloway was unaware that traffic was stopped ahead and was, therefore, unable to stop to avoid colliding with a stopped vehicle directly ahead of him. KCI was hired by SCDOT to perform inspection services.

- **Edward Zambito and Linda Zambito, both Individually and as the Co-Executors of the**

As of May 2024

LITIGATION DISCLOSURE FORM

Estate of Allie Rose Zambito, Deceased vs. A-Del Construction Co, Inc. / Jonas Stoltzfus t/a Stoltzfus Meats & Deli / Neal Toros / KCI Technologies, Inc.

Case No: 210600429

Jurisdiction: Court of Common Pleas Philadelphia County

Opened: November 2021

Closed: August 2023 – Dismissed

The claim was based on a fatal accident that occurred when a pedestrian was attempting to cross at an intersection under construction in the evening on June 21, 2019. The intersection did not have a sidewalk and construction barriers were in place. KCI was hired by DelDOT to perform inspection services.

- **Shelton Powell v. Sheldon Miner / Mumford and Miller Concrete, Inc. / KCI Technologies, Inc.**

Case No: N20C-12-149 MMJ

Jurisdiction: In the Superior Court of the State of Delaware

Opened: November 2021

Closed: July 2023 – Motion for Summary Judgment granted

Plaintiff was a passenger in a vehicle traveling through a construction zone on December 17, 2019. The vehicle allegedly drove through mud on the road causing the vehicle to crash, thereby, injuring the passenger. KCI was hired by DelDOT to perform inspection services.

- **Richard A. Brinkley v. Sheldon Miner / KCI Technologies, Inc.**

Case No: N21C-11-115 VLM

Jurisdiction: In the Superior Court of the State of Delaware

Opened: April 2022

Closed: June 2023 – Dismissed

Plaintiff was an employee of Mumford and Miller Concrete, Inc., working at a project site when he was allegedly struck by a vehicle driven negligently by Sheldon Miner on December 17, 2019. KCI was hired by DelDOT to perform inspection services.

- **UC Athletic, LLC v. McMillan Pazdan Smith, LLC / KCI Associates of North Carolina, P.A.**

Case No: 2021-CP-46-02683

Jurisdiction: State of South Carolina, County of York

Opened: September 2022

Closed: Ongoing

Plaintiff is a developer who hired the architect, McMillan Pazdan Smith who contracted with KCI for certain structural design services. UCA alleges a breach of duty of care and implied warranty against KCI.

- **Arthur Lee Adams, Jr. as Personal Representative of the Estate of Pamela Adams Powell v. SC DOT / Zachary Construction Corp. / Michael Baker International, Inc. / KCI / et al.**

As of May 2024

LITIGATION DISCLOSURE FORM**Case No: C.A. No: 2022-CP-32-00121****Jurisdiction: State of South Carolina, County of Lexington****Opened: February 2023****Closed: April 2024 - Settled**

This litigation involves a fatality on I-20 of when a car was traveling on the shoulder of the highway as part of the maintenance of traffic pattern and a tree fell on the decedent's car during a high wind event. The accident occurred within the limits of the I-20 widening project and KCI was providing construction engineering and inspection services.

- **Victor Hans Santillana v. State of Florida Department of Transportation / Asphalt Group, Inc. / KCI Technologies, Inc.**
Case No: 2023-CA-000688-0001-XX
Jurisdiction: Circuit Court of the 20th Judicial Circuit, Collier County, Florida
Opened: September 2023
Closed: March 2024 – Settled

Plaintiff crashed his motorcycle as he changed lanes from one lane that had been milled for repaving and the other lane that had not yet been milled. KCI was performing inspection services on behalf of the Florida Department of Transportation for the repaving project.

- **Novanetto, LLC dba Prose Nails Riverwalk / Dolores Novak / Andrea Fascinetto v. R Jordan Design Group, LLC dba The Jordan Group / KCI Technologies, Inc. / Jack Laurence Corporation**
Case No: 2023CI21293
Jurisdiction: 57th District Court, Bexar County, Texas
Opened: October 2023
Closed: Ongoing

Plaintiff is a tenant of a building and hired an interior design firm for the design of the leased space where a nail salon was to be located. The interior design firm subcontracted with KCI for certain mechanical engineering and design services. Plaintiff alleges negligence in the provision of mechanical engineering duties.

- **Estate of Widmann, Jr. and David J. Widmann, Sr. v. Rondell Bradley / PennDOT / Bristol Township / URS Corporation / AECOM Technical Services, Inc. / KCI Technologies, Inc.**
Case No: 2022-05562
Jurisdiction: Court of Common Pleas of Buck County, Pennsylvania
Opened: December 2023
Closed: Ongoing

This litigation involves a 2022 motorcycle accident on Bristol Pike in Bristol, PA. The accident occurred when the driver of an SUV turned left over double solid yellow lines and contrary to posted no-left turn signs and struck the motorcycle traveling toward him. Bristol Pike underwent reconstruction in the vicinity of the accident between 2013 and 2016, and KCI was a subconsultant to URS Corporation (now AECOM) as part of the design of that project.

As of May 2024

LITIGATION DISCLOSURE FORM

- **Matthew P. Pinckney v. Tommy W. Welch dba Tommy Welch Livestock / Tommy Bradley Welch dba TBW Cattle / Cary A. Fields / South Carolina Department of Transportation / Blythe Construction, Inc. / Zachry Construction Corporation / Blythe Construction Inc. - Zachry Construction Corporation, a Joint Venture / KCI Technologies, Inc. / Infrastructure, Consulting & Engineering, PLLC / Johnson, Mirmiran and Thompson, Inc.**

Case No: 2023-CP-11-00031

Jurisdiction: State of South Carolina, Court of Common Pleas for the Seventh Judicial Circuit

Opened: February 2024

Closed: Ongoing

The litigation is based on a car crash that occurred on March 3, 2021, whereby Plaintiff was stopped in traffic and struck from behind by a tractor trailer within the construction zone of the I-85 widening project. KCI was performing inspection services under a contract with South Carolina Department of Transportation.

As of May 2024

SENATE BILL 13 VERIFICATION**SENATE BILL 13 VERIFICATION**

I, Dawn Green, PE, the undersigned representative of
KCI Technologies, 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.

Dawn Green

SIGNATURE OF COMPANY REPRESENTATIVE:

Dawn Green, PE - Vice President

TYPE/PRINT NAME AND TITLE:

7/10/24

DATE:

SENATE BILL 19 VERIFICATION**SENATE BILL 19 VERIFICATION**

I, Dawn Green, PE, the undersigned representative of
KCI Technologies, 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 regulations or a
 directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not
 based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

SENATE BILL 19 VERIFICATION

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Dawn Green, PE - Vice President

TYPE/PRINT NAME AND TITLE:

7/10/24

DATE:



2610 NORTH SHARY ROAD,
MISSION, TEXAS 78574

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND KCI
TECHNOLOGIES, INC. FOR PROFESSIONAL ENGINEERING SERVICES
PURSUANT TO RFQ NO. 2024-009**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyons Insurance Agency Inc 501 Carr Road, Suite 301 Wilmington DE 19809	CONTACT NAME: James Watson		
	PHONE (A/C, No, Ext): 302-472-2909	FAX (A/C, No): 302-658-1253	
E-MAIL ADDRESS: lyons@lyonsinsurance.com			
INSURED KCI Technologies, Inc. 936 Ridgebrook Road Sparks, MD 21152	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Insurance Company of Pittsburg		19445
	INSURER B: Great American Insurance Co.		16691
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: Zurich American Insurance Co		16535
	INSURER E: Twin City Fire Insurance Company		29459
INSURER F: Evanston Insurance Company		35378	

COVERAGES **CERTIFICATE NUMBER:** 68326548 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	522-24-13	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Contractual Liab. \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	448-95-82	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Dam. \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	TUU 0-20-29-25-13	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A	Y	N/A	WC 012-01-6190	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D E F	Contractor Equip. - Leased/rented Crime - Third Party Ocean Marine	Y Y Y		CPP 4613089-13 44 KB 0260907-23 9CD6319-8	1/1/2024 1/1/2024 3/8/2024	1/1/2025 1/1/2025 3/8/2025	Leased/Rented Equip 500,000 Per Occurrence 1,000,000 Protection/Indemnity 1,000,000

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

The Additional Insured(s) referenced below are included as Additional Insured under General & Automobile Liability, for ongoing and completed operations, where required by written contract or agreement. Waiver of Subrogation is granted under General, Automobile Liability & Workers' Compensation, where required by written contract or agreement & allowable by state law. This insurance is primary and non-contributory to any other insurance. Umbrella Liability is Following Form with the Underlying. If coverage is cancelled by the company, notice of cancellation will be provided at least 30 days in advance, subject to state-specific statutes.

Project: Agreement between the City of Edinburg and KCI Technologies, Inc. for professional Engineering Services pursuant RFQ. 2024-009
Additional Insureds: City of Edinburg, its officers, agents, and employees

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg
415 W. University Drive
Edinburg TX 75841
USA

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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C-604-24

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

KCI Technologies, Inc.
Mission, TX United States

Certificate Number:
2024-1204373

Date Filed:
08/22/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ No. 2024-009
Professional 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.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT “C”



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.J.

Downtown Parking Garage - CMT Job Task Order

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with Millennium Engineers Group, for Construction Material Testing Services for the Downtown Parking Garage for an Amount Not to Exceed \$128,726.55 and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

The Downtown Parking Garage will be located at 201 N. Closner Boulevard in Edinburg, Texas. This three-story facility will provide approximately 268 parking spaces and will feature exterior pavers and sidewalk enhancements to improve both pedestrian access and the overall visual appeal of the area. Designed to support the continued growth of Downtown Edinburg, the garage will offer convenient parking for key attractions including the Promenade Park Amphitheater, Edinburg ACE, and nearby destinations within the downtown district.

The project is set for construction commencing early November. The project is anticipated to reach substantial completion within 365 calendar days from the start of construction. The project requires Construction Material Testing for Quality Control. The funding is available from the 2021A Bond Series. This is a budgeted expense.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 with Millennium Engineers Group, for Construction Material Testing Services for the Downtown Parking Garage for an Amount Not to Exceed \$128,726.55 and Authorize the City Manager to Enter Into an Agreement Related Thereto.

Reviewed by:

Tomas Reyna, Assistant City Manager Final Approval - 9/30/2025

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

A. Job Task Order No.1 - Downtown Parking Garage

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

JOB TASK ORDER NUMBER ONE (1) TO THE
AGREEMENT BETWEEN THE CITY OF
EDINBURG AND MILLENNIUM ENGINEERS
GROUP, INC. FOR GEOTECHNICAL
ENGINEERING SERVICES FOR THE
DOWNTOWN PARKING GARAGE PROJECT
PURSUANT RFQ NO.2024-006

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and Millennium Engineers Group, Inc. dated August 20th, 2024, 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 August 20th, 2024 the City Council of Edinburg authorized and approved City Manager or his/her designated appointee to negotiate and enter into an On Call Geotechnical Engineering Services Agreement with the Consultant to provide Geotechnical Engineering Services (hereafter referred to as “Agreement” and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Geotechnical Engineering Services, and or other as-needed services, on an on-call basis and in a manner, which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide Geotechnical Engineering Services for the Downtown Parking Garage Project as set out in the attached Exhibit “A”; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide Geotechnical Engineering for the Downtown Parking Garage Project, at the amount not to exceed the proposed amount of \$128,726.55 as set out in Exhibit “A” attached hereto, and this Job Task Order Number One (1) shall serve as notice to proceed with said Project.

Period of Performance. The period of performance shall be from the effective date of this Job Task Order Number One (1), which is the date agreed to by all parties, and will terminate upon completion of the scope of work for the Project as agreed to by the parties herein and as referenced in the attached Exhibit “A”.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control. Further, this Job Task Order does not waive the parties’ responsibilities and obligations as provided for under the Agreement.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

MILLENNIUM ENGINEERS GROUP, INC.

BY: _____
Andres Palma, P.E.
President/Chief
5804 N. Gumwood Avenue
Pharr, Texas 78577
Phone: (956) 702-8500
Email: apalma@megengineers.com

**Attachments: Exhibit "A" Proposal of Job Task Order 1
Exhibit "B" Agreement
Exhibit 'C' Certificate of Insurance**

EXHIBIT “A”



September 17, 2025

Mardoqueo Hinojosa
City of Edinburg
1201 N Doolittle, Edinburg TX 78542
mhinojosa@cityofedinburg.com

Subject: **Construction Materials Testing Services**
Edinburg Downtown Parking Garage
Edinburg, TX.
MEG Proposal No. 01-25-243M

Dear Mr. Hinojosa,

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 **\$128,726.55**

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.
TBPE Firm No. F-3913

Andres Palma, P.E.
President

PROJECT INFORMATION

We understand that the proposed plans are to construct the Edinburg Downtown Parking Garage located in Edinburg Tx. **Our understanding is that our services will be needed for subgrade, Flexible base, masonry, drilled piers, reinforcing steel/certified welding and roofing inspections and concrete 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 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:

☒ **SOILS (28 trips for subgrade, flexible base & backfill for sewer line)**

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	12	\$115.47	\$1,385.64
Passing No. 200 Sieve	10	\$62.43	\$624.30
Gradation	2	\$79.99	\$159.98
Standard Proctors	4	\$257.27	\$1,029.08
Modified Proctor	4	\$261.68	\$1,046.72
Wet ball	2	\$276.63	\$553.26
Nuclear density tests (each)	225	\$26.72	\$6,012.00
Field testing & observation (hourly)	115	\$80.40	\$9,246.00
Vehicle trips (each)	28	\$48.00	\$1,344.00
Sub-Total (Soils)			\$21,400.98

☒ **CONCRETE (32 concrete pours on pad, beams, columns, pier caps, and concrete walls) (1 set of 9 cylinders per 100CY) (2 sections)**

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	32	\$32.90	\$1,052.80
Compressive Strength Tests (each)	288	\$19.41	\$5,590.08
Concrete Inspection & Testing Technician (hourly)	384	\$84.00	\$32,256.00
Vehicle trip charge (each)	64	\$48.00	\$3,072.00
Sub-Total (Concrete)			\$41,970.88

☒ **MASONRY (8 trips for masonry inspections at CMU wall)**

Task	Qty.	Unit Rate	Estimated Cost
Grout Prism (Compression)	32	\$31.29	\$1,001.28
Mortar Cube (Compression)	12	\$31.29	\$375.48
Engineer Technician (per hour)	40	\$88.80	\$3,552.00
Vehicle Trips	8	\$48.00	\$384.00
Sub-Total (Masonry)			\$5,312.76

☒ **CONCRETE (8 concrete pours for Drilled Piers)**

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	8	\$32.90	\$263.20
Compressive Strength Tests (each)	72	\$19.41	\$1,397.52
Sub-Total (Concrete)			\$1,660.72

☒ **DRILLED PIERS INSPECTION (8 trip for Drilled Piers Inspection) (assumed 4 piers per day)**

Task	Qty.	Unit Rate	Estimated Cost
Drilled Piers Inspection (per hour)	96	\$102.00	\$9,792.00
Vehicle trip charge (each)	8	\$48.00	\$384.00
Sub-Total (Drilled Piers Inspection)			\$10,176.00

☒ **REINFORCING STEEL INSPECTIONS (16 trips for reinforcing steel inspections)**

Task	Qty.	Unit Rate	Estimated Cost
Reinforcing Steel Inspection (per hour)	96	\$88.80	\$8,524.80
Vehicle trip charge (each)	16	\$48.00	\$768.00
Sub-Total (Reinforcing Steel)			\$9,292.80

☒ **CERTIFIED WELDING AND ROOFING INSPECTION (6 combined trips for structural inspections)**

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspector	48	\$126.00	\$6,048.00
Vehicle Trip	6	\$48.00	\$288.00
Sub-Total (Certified Welding Inspection)			\$6,336.00

☒ **PROJECT MANAGEMENT AND ADMINISTRATION**

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	71	\$126.00	\$8,946.00
Project Engineer (hourly)	71	\$168.00	\$11,928.00
Report Prep. & Administration	1	\$11,702.41	\$11,702.41
Sub-Total (Mgmt. & Admin.)			\$32,576.41

Total Estimated Cost **\$128,726.55**

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 administrative 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: **City of Edinburg**

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: Andres Palma, P.E./President

Date: _____

Date: 09/17/2025

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 subsequently 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 LIABILITY**
MEG's total cumulative liability to the CLIENT of MEG, it's sub consultants 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 or \$647,000.00, whichever is greater. 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”



CONTRACT NO.

C-586-24

City Council Approved:

August 20, 2024

To:

Myra L. Ayala, City Manager/Marissa
Mardoqueo Hinojosa, City Engineer/Dayan
Clarice Balderas, City Secretary
Criselda Lozano, Purchasing Manager
Joe Rios, Central Files



From:

Martha Tidwell
Martha Tidwell Legal Assistant
City Attorney's Office
Phone: (956) 388-8923
Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and Millennium Engineers Group, Inc., for Geotechnical Engineering Services, Pursuant to RFQ 2024-006.

COMMENTS:

08-26-24 Josie, please approve.

08-27-24 Marissa, please have City Manager sign and return to me. Thank you.

08-28-24 Clarice, please attest and return all originals to me for further processing.

08-28-24 Cris, attached is the I295 for processing. VIA EMAIL ONLY.

08-28-24 Dayan, for your files. VIA EMAIL ONLY.

08-28-24 Joe, an original/counterpart for Central Files.

C-586-24



MEMORANDUM



DATE: 08/26/2024
TO: Myra L. Ayala, City Manager
FROM: Mardoqueo Hinojosa, P.E., City Engineer  M.H.

SUBJECT: AGREEMENT – MILLENNIUM ENGINEERS GROUP, INC. – RFQ NO.2024-006

Agreement between the City of Edinburg and Millennium Engineers Group, Inc. for Geotechnical Engineering Services Rotation 2024-2026 Pursuant RFQ No. 2024-006.

Attachments requiring signatures:

- (1) – Agreement
- (1) – Form 1295

☒ Approved by City Council on 08/20/2024

City Council approved final form of the agreement on _____.

☐ Approval by City Council not required

☐ Meets purchasing requirements

☐ This item is Budgeted

N/A Right-of-way Dedication Exhibits completed and valid (including insurance certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: 
Josephine Ramirez Solis, City Attorney

Approved by: 
Myra L. Ayala, City Manager

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND MILLENNIUM ENGINEERS
CITY OF EDINBURG	§	GROUP, INC. FOR GEOTECHNICAL
		ENGINEERING SERVICES PURSUANT RFQ NO.
		2024-006

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and **Millennium Engineers Group, 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 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 threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

Address
City, State Zip Code
Attn.: Contact

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of August 2024.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Clarice Y. Balderas, City Secretary



APPROVED AS TO FORM:

BY: _____

Josephine Ramirez Solis, City Attorney

MILLENNIUM ENGINEERS GROUP, INC.

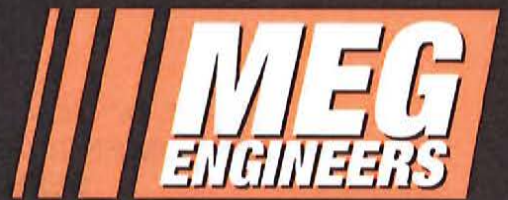
BY: _____

Andres Palma, P.E.
President/Chief
5804 N. Gumwood Avenue
Pharr, Texas 78577
Phone: (956) 702-8500
Email: apalma@megengineers.com

Attachments: Exhibit "A" RFQ 2024-006, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
MILLENNIUM ENGINEERS GROUP, INC. FOR GEOTECHNICAL ENGINEERING
SERVICES PURSUANT TO RFQ NO. 2024-006**

Professional Geotechnical and Environmental Engineering Services



Primary Contact

Sergio Tovar
Director of Operations
stovar@megengineers.com



Contact Us



<https://megengineers.com/>



apalma@megengineers.com



(956) 702-8500



MEG ENGINEERS – PHARR



5804 N. Gumwood Ave.
Pharr, Texas 78577





July 12, 2024
City of Edinburg
415 W. University Drive
Edinburg, TX 78541



Pharr
San Benito
Laredo
Austin
San Antonio
Odessa
Houston
Eagle Pass

RFQ

Request for Qualifications

"Geotechnical Engineering and Construction Materials Testing Services Rotation"
RFQ# 2024-6

Dear Mardoqueo Hinojosa,

The City of Edinburg is looking for the most qualified engineering firm to work various projects to provide Geotechnical Engineering and Construction Materials Testing Services Rotation for the City of Edinburg. Millennium Engineers Group, Inc. (MEG) is that firm. We believe that MEG is the right choice for the City of Edinburg based on the following:

History of Stability and Strong Texas Presence

MEG is locally owned corporation that has never been sold, acquired, or merged with other entities. We are confident that the people and company you see in today will be the people and company you see for the life of your projects. Furthermore, Mr. Raul Palma, P.E. CEO and Project Manager of MEG has 39 years of engineering experience in the Texas and is the former TxDOT Pharr Materials Engineer. MEG has offices in Pharr, Laredo, San Benito, Odessa, Houston, San Antonio, and Austin Texas with fully functional and accredited testing labs. MEG is stable and we have invested in the future. We are consistent and we are not going anywhere. We believe MEG has placed together a team that is the most highly qualified to perform the services requested by the City of Edinburg. Our firm is a certified Disadvantage Business Enterprise (DBE), Minority Business Enterprise (MBE) and Historically Underutilized Business (HUB).

Experienced Project Manager

As your project manager, I have spent over 39 years working on Texas projects including 21 years as the CEO and chief engineer of MEG completing various successful projects within all of Texas

Pride in Execution

MEG is acutely aware of the financial and management challenges facing most entities these days.

We are committed to:

- Working to identify and implement projects in the most cost-effective manner.
- Communicating closely with the client to meet your requirements and schedule
- Knowledge and geotechnical solutions for cost effective construction methods.
- Dedicated to quality: AASHTO and USACE accredited laboratory.
- The most AASHTO accreditations of any laboratory in Texas



Our team is thrilled about the opportunity to serve the City of Edinburg and is ready to start immediately upon selection. If you have any questions or would like to discuss our approach or team capabilities in greater detail, please contact me at any time at apalma@megengineers.com. Thank you for your consideration.

Respectfully,

MILLENNIUM ENGINEERS GROUP, INC TBPELS Firm No.: F-3913





ABOUT MEG ENGINEERS

Government and municipal agencies, educational institutions, architects, engineers, real estate developers, constructors, and private sector clients. Our strength is our people; combining their experience and collaborating as a unit enables us to quickly identify our roles and deliver accurate cost-effective deliverables. Whether defining a new working relationship or continuing to the next project our mission remains the same: to achieve yours.

History

MEG was founded in 2001 by Mr. Raul Palma, P.E. on the principles of honesty, integrity, and service. The goal to provide innovative geotechnical and material testing services, continue to raise the level of quality in the local profession, and make a difference in the community. Today, MEG provides a full range of integrated geotechnical engineering and consulting services, construction material engineering and testing, environmental engineering, forensic testing, and consulting services. Our philosophy and practices have been positively reflected in both client and employee loyalty and contribute to a steady growth in a diversity of projects.

MEG is accredited by the American Association of State Highway and Transportation Officials (AASHTO) and the United States Army Corps of Engineers (USACE). MEG is audited by and independent AASHTO & USACE auditor, as part of our accreditation process.

MEG meets the requirements for ASTM E329 Standard of Recommended Practice for Inspection and Testing Agencies, and maintains yearly proficiency testing samples to AASHTO, USACE, TxDOT, and TxAPA.



MEG Corporate Headquarters – Pharr, Texas



MEG COMPANY OBJECTIVE

Certifications

HUB

DBE

AASHTO

MEG is a minority owned and operated business certified as:

- Historically Under-utilized Business (HUB)
- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Emerging Small Bus. Enterprise (ESBE)
- Hispanic American Bus. Enterprise (HABE)
- Disadvantaged Business Enterprise (DBE)

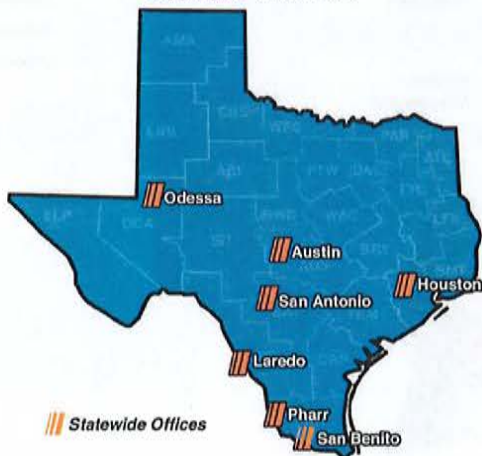
MEG has the most AASHTO accreditations of any laboratory in



LABORATORY EQUIPMENT

MEG meets the requirements for ASTM E329 Standard of Recommended Practice for Inspection and Testing Agencies, and maintains yearly proficiency testing samples to AASHTO, USACE, TxDOT, and TxAPA.

- | | |
|--|--|
| ■ Atterberg Limits | ■ Concrete Testing |
| ■ 4-Sieve Analysis Shakers | ■ Asphalt Testing |
| ■ 3-Sample Splitters Moisture Contents | ■ Mortar and Grout Testing |
| ■ Minus No.200 Sieve Analysis | ■ Concrete Material Designs |
| ■ Dry Sieve Analysis | ■ Hot Mix Asphalt Concrete Designs |
| ■ Moisture Density Relationships | ■ 2-Concrete Compression Machines |
| ■ Density Testing | ■ 1-Three Point Conc. Beam Compression |
| ■ California Bearing Ratio (CBR) | ■ 5-Ovens |
| ■ Optimum Cement or Lime Content for | ■ 6-Measuring Scales |
| ■ Stabilization of Soils | ■ 1-Concrete Curing Room |
| ■ Classification of Soils | ■ 2-Concrete Saws |
| ■ Hydrometer | ■ 1-Asphalt Ignition Oven |
| ■ Consolidation | ■ 1-Asphalt Gyratory Press |
| ■ Triaxial Testing | ■ 5-Manual Proctor Hammer |
| ■ Unconfined Compression | ■ 1-Automatic Proctor Hammer |
| ■ Deleterious Material Determination | ■ 1-Hveem Stability |
| ■ Decantation of Aggregates | ■ 1-Gilson 50 Gallon Sample Shaker |
| ■ Wet Ball Mill | ■ 1-Sand Equivalent |
| ■ Ph Testing | ■ 2-Computerized One-Dimensional |
| ■ Aggregate Resistivity Testing | ■ Consolidation Frames |
| ■ Aggregate Soundness | ■ 1-Computerized Triaxial Load Frame |



Pharr Office

Point of Contact: Andres Palma, P.E.
5804 N. Gumwood Ave
Pharr, Texas 78577
O 956-702-8500 F 956-702-4180
E. apalma@megengineers.com

San Benito Office

Point of Contact: Raul Palma, P.E.
30745 E. Expressway 83
San Benito, Texas 78586
O 956-300-2500 F 956-702-4180
E. rpalma@megengineers.com



Our Project Team



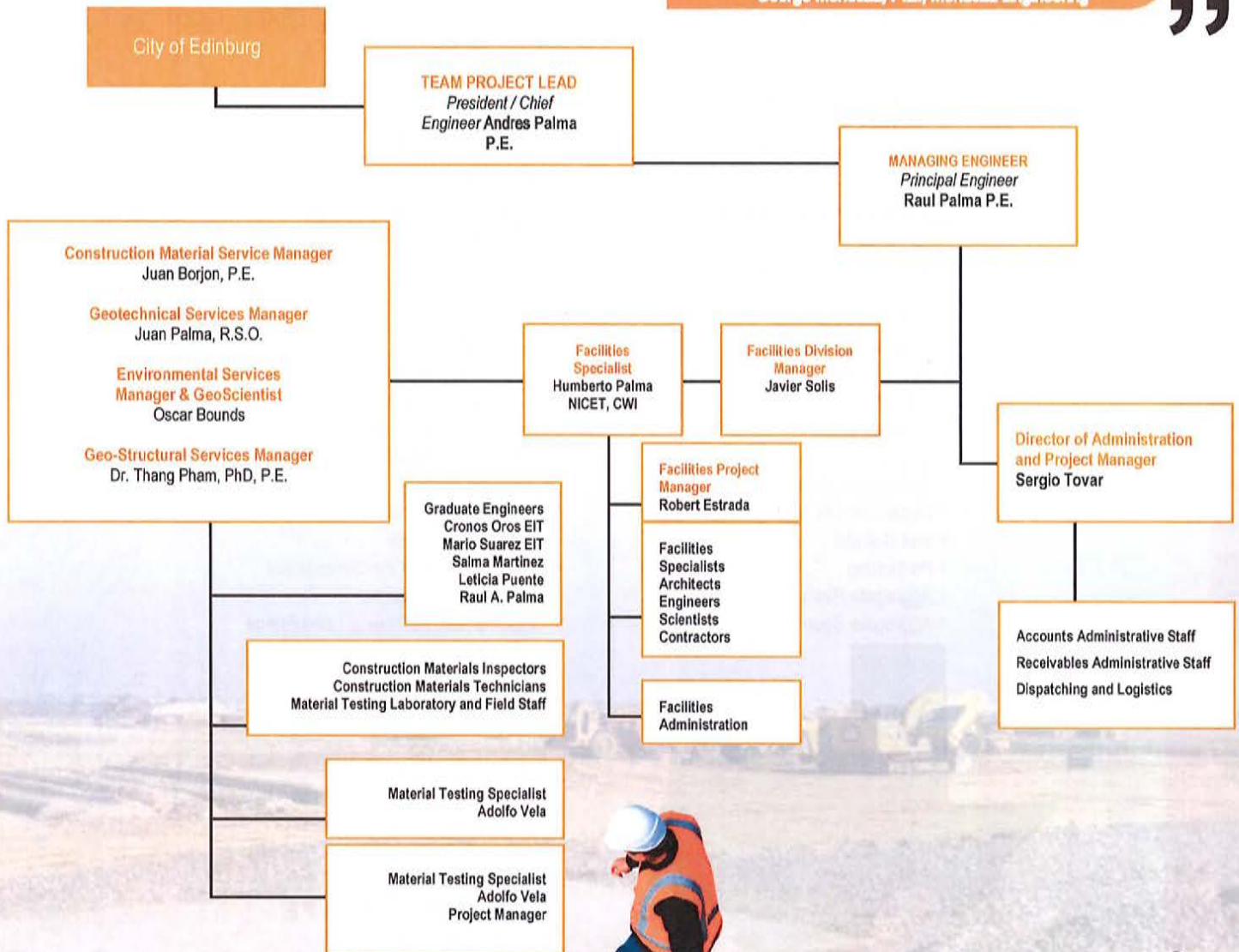
MEG proposes to utilize the latest measurement techniques to effectively perform the services of this agreement with our current staff as proposed in our organizational chart. We understand that we need to respond quickly to some service requests, and we are practiced in having staff available on short notice, if necessary. Our current and projected workloads are such that we are confident of our ability to the City of Edinburg expectations in terms of having appropriate staff resources available when they are needed. The organization chart below reflects the staff we anticipate using for the proposed projects; however, we have additional personnel that can also be utilized if needed.

“

I count of the experience and expertise that Millennium Engineers provide- just as a good foundation is critical to a structure, a good geotechnical study is critical to a good foundation design.

George Mendoza, P.E., Mendoza Engineering

”





OUR PROJECT TEAM



Andres Palma, P.E. (bilingual)
President
 17 years with firm
 Areas of Expertise:
 Geotechnical Engineering &
 Construction Materials Testing
 Professional License: Registered
 Professional Engineer,
 17 years experience



Raul Palma, P.E. (bilingual) CGE
Geotechnical Engineer
 Principal, 21 years with firm
 Areas of Expertise:
 Geotechnical Engineering &
 Construction Materials Testing
 Professional License: Registered
 Professional Engineer, 38 years
 Experience



Joel Warriner P.E. Sr. (bilingual)
Geotechnical Engineer
 1 year with firm
 Areas of Expertise: Construction
 Materials Testing, Construction, Project
 Inspection
 Professional Licenses: Registered
 40 year of experience, 8 years of
 Experience in the Dallas-Fort Worth



Amos Emerson, P.E (bilingual)
Geotechnical Engineer
 5 years with firm
 Areas of Expertise:
 Construction Materials Testing,
 Geotechnical Engineering,
 Construction, Project Inspection
 Professional Licenses:
 Engineer in Training License,
 5 years experience



Juan Borjon, P.E. (bilingual)
Director of Engineering
 3 years with firm
 Areas of Expertise:
 Construction Materials Testing,
 Geotechnical Engineering, Construction,
 Project Inspection
 Professional Licenses:
 Registered Professional Engineer,
 10 years experience, ACI



Dr. Thang Pham, Ph.D, P.E. Sr.
Geotechnical/CMT
Materials Engineer
 2 years with firm
 Areas of Expertise:
 Geotechnical Engineering & Construction
 Materials Testing
 Professional Licenses: Registered
 Professional Engineer, 20 years exp.



Sergio Tovar
Director of Operations & Finance
 12 years with firm
 Areas of Expertise: Pre-Construction
 Documentation, Project Budget Analysis,
 Technical Report Review, Project Billing
 Professional Affiliations:
 American Concrete Institute
 • ACI Aggregate Testing Technician – Level I, ACI
 Concrete Strength Testing Technician, ACI



Humberto Palma, NICET, CWI
(bilingual)
Materials Manager
 21 years with firm
 Areas of Expertise:
 Construction Materials Testing, Steel
 Construction and Welding
 Professional Licenses: Certified Welding
 Inspector, CWI, TxHMAC Level 1 A&B,
 NICET, 21 years experience



Robert Estrada
Business Development
 4 years with firm
 Areas of Expertise:
 Architectural Services Monitor expenditures,
 Quality Control, Staff and Contractor
 Coordination and Schedules
 Professional Affiliations:
 American Institute of Architects
 Texas Society of Architects





ANDRES PALMA P.E.



AFFILIATIONS

American Society of Civil Engineers
GEO Institute
American Concrete Institute
Deep Foundation Institute

EDUCATION

Graduate of Edinburg High School,
Edinburg, Texas – 2002
Bachelors of Science in Civil
Engineering
University of Texas San Antonio, San
Antonio–2006

WORK HISTORY

MEG Engineers, Texas
President, 2023
MEG Engineers, Texas
Managing Engineer, 2009-2022
Professional Service Industries,
San Antonio, Texas
Staff Engineer, 2007-2009
MEG Engineers, Pharr, Texas
Engineering Staff, 2001-2006

REGISTRATIONS

Texas Board of Professional Engineers:
Registration Number 115936 is Current

PRESIDENT

Phone
956-702-8500

Email
apalma@megengineers.com

PROFILE

Mr. Palma serves as office manager of MEG's Pharr, Texas office. He has over 17 years' experience in the engineering industry and vast knowledge in geotechnical engineering and construction materials testing in the Texas. Geotechnical projects that Mr. Palma has been involved with including mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, parking garages, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement design projects that Mr. Palma has been involved with include highways, industrial parks, heavy-duty brick paving, freight centers and industrial applications.

As President, Mr. Palma's responsibilities include coordination of field personnel, communication with the client, generation of geotechnical engineering reports, evaluating laboratory soil testing, and scheduling and managing field personnel. Palma's responsibilities as a Construction Materials Engineer include coordination of field personnel, communication with the client, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field construction materials testing data, and scheduling and managing field personnel.

PROJECT EXPERIENCE – TEXAS

EDUCATION

- Jaime Escalante Middle School, PSJA ISD – Pharr
- La Joya ISD Stadium Improvements, La Joya ISD - La Joya
- 6 Story Student Dorms, University of Incarnate Word, San Antonio
- 9 Story Parking Garage, University of Incarnate Word San Antonio
- Edinburg CISD Stadium Improvements – Edinburg

HEAVY INDUSTRIAL

- Royal Technologies 320,000 sf – Mission
- Don Hugo Produce 270,000 sf – Edinburg
- Santana Textiles 500,000 sf combined Edinburg
- Loop Cold Storage Expansion – McAllen
- Brownsville Oil Storage Facility, Port of Brownsville, Brownsville

PAVEMENTS

- SH 365 Hidalgo County Regional Mobility Authority Hidalgo County
- IBTC Corridor Hidalgo County Regional Mobility Authority Hidalgo County,
- Pharr Produce District Industrial Subdivision City of Pharr – Pharr
- McIntyre Streetscape Brick Paving, City of Edinburg Edinburg
- FedEx Freight Facility – Harlingen
- North Edinburg Industrial Park – Edinburg

PUBLIC

- NAWSC Regional Water Treatment Plant, Weslaco
- City of Hidalgo WWTP Improvements – Hidalgo
- Hidalgo County Precinct No. 2 Office – Pharr
- San Antonio International Airport Parking Garage San Antonio
- Harlingen Water Works Elevated Water Storage Tank, Harlingen
- PSJA ISD Stadium Improvements – Pharr





RAUL PALMA P.E.



CHIEF GEOTECHNICAL ENGINEER

Phone

956-300-2500

Email

rpalma@megengineers.com

AFFILIATIONS

American Society of Civil Engineers
GEO Institute

American Concrete Institute

EDUCATION

Graduate of Edinburg High School
Edinburg, Texas
1978

Bachelors of Science in Civil
Engineering
Princeton University, Princeton, New
Jersey
1982, Cum Laude

WORK HISTORY

MEG Engineers, Austin, Texas
President / Chief Geotechnical
Engineer
2001- Present

Texas Department of Transportation
Pharr, Texas
District Materials Engineer
1990-2001

Texas Department of Transportation
Pharr, Texas
Design Engineer
1983-1989

REGISTRATIONS

Texas Board of Professional Engineers:

PROFILE

Mr. Palma is a licensed Professional Engineer with over 39 years of experience in geotechnical engineering, construction materials testing, management, and engineering design of highways, streets, and utilities. Mr. Palma has directed and completed a wide variety of geotechnical projects throughout the Central Texas region. As Chief Geotechnical Engineer of the San Benito, Texas office he is responsible for overall operations management of the San Benito Office.

As geotechnical project manager, he is responsible for coordination and completion of geotechnical engineering projects. His experience includes subsurface explorations, laboratory testing, foundation investigation and design; slope stability assessments and remediation design, pre-load fill design; geotechnical plans and specifications preparation; and construction monitoring. Client relationships have included city and county agencies; engineering and architectural firms; municipal and utility districts, as well as private developers and constructors.

During Mr. Palma's employment with the Texas Department of Transportation (TxDOT), Mr. Palma gained an extensive background in the area of geotechnical and materials engineering serving as the District Materials Engineer for a centralized laboratory for TxDOT in the Pharr District located in Pharr, Texas. As the District Materials Engineer he was responsible for overseeing the testing and approval of materials for all construction projects in the Cameron, Hidalgo Starr, Zapata, Jim Hogg, Brooks, Willacy and Kennedy counties. At the end of his tenure with TxDOT, the Pharr District had a construction program of approximately \$170 million dollars of construction per year. He oversaw all the geotechnical exploration and soil testing for all bridge and retaining wall structures in these same counties. Mr. Palma also served as the assistant to the State Concrete and Physical Testing Engineer at the Materials & Tests Division of TxDOT and during this period he gained extensive experience in concrete, concrete admixtures, reinforcing steel, and pre-stressed steel. Mr. Palma's extensive experience in the area of materials and geotechnical engineering gives our firm a unique ability to provide services of the highest professional caliber.

PROJECT EXPERIENCE – TEXAS

HIGHWAY AND BRIDGES

- US Highway 83 – FM 494 to Bus 83, Texas Department of Transportation – Mission, Texas
- US 83 Highway – FM 1426 to FM 493, Texas Department of Transportation – Alamo, Texas
- US Highway 83/77 Interchange, Texas Department of Transportation – Harlingen, Texas
- US Highway 77/83 – US 83 S. to LP 499, Texas Department of Transportation – Harlingen, Texas
- US Highway 77/83, Texas Department of Transportation – Brownsville, Texas

HEAVY INDUSTRIAL

- North Edinburg Industrial Park Phase 1, Edinburg EDC – Edinburg, Texas
- North Edinburg Industrial Park Phase 2, Edinburg EDC – Edinburg, Texas
- Pharr Produce District Subdivision Industrial Park, City of Pharr – Pharr, Texas

- Weslaco Industrial Park, Weslaco EDC – Weslaco, Texas
- IBTC Corridor, Hidalgo County Regional Mobility Authority – Hidalgo County, Texas

PUBLIC

- Edinburg Public Safety Building, City of Edinburg – Edinburg, Texas
- Daniel Sekula Memorial Library, City of Edinburg – Edinburg, Texas
- Pharr International Bridge Improvements, City of Pharr – Pharr, Texas
- Edinburg City Hall, City of Edinburg – Edinburg, Texas
- Hidalgo Wastewater Treatment Plant, City of Hidalgo – Hidalgo, Texas





JUAN M. BORJON P.E.

AFFILIATIONS

American Society of Civil Engineers
Construction Institute
American Concrete Institute
Texas Society of Professional Engineers

EDUCATION

Graduate of Edinburg High School
Edinburg, Texas
2005
Bachelor of Science in Civil Engineering
University of Texas at Austin,
Austin
2009

WORK HISTORY

MEG Engineers, Texas
Director of Engineering, 2023
MEG Engineers, Pharr, Austin Texas
Materials Engineer/CMT Technical
Manager, 2018-2022
Terracon Consultants, Pharr, Texas
Senior Staff Engineer, 2014-2018
Half Associates, McAllen, Texas
Civil Engineer, 2012-2013
SWG Engineering, Weslaco, Texas
Project Engineer, 2010-2012

REGISTRATIONS

Texas Board of Professional Engineers:
Registration Number 121570 is Current

DIRECTOR OF ENGINEERING

Phone 956-702-8500 Email jborjon@megengineers.com

PROFILE

Mr. Borjon serves as Director of Engineering of MEG's Pharr, Texas offices. He has over 13 years' experience in the engineering industry and vast knowledge in civil engineering and construction materials testing in the Texas area. Projects that Mr. Borjon has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement projects that Mr. Borjon has been involved with include highways, industrial parks, heavy duty concrete/asphalt paving, freight centers, and industrial applications.

Mr. Borjon's responsibilities as a Director of Engineering include coordination of field personnel, communication with the client, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field construction materials testing data, and scheduling and managing field personnel.

PROJECT EXPERIENCE – TEXAS

EDUCATION

- Carmen Anaya Elementary School Paving Improvements, PSJA ISD – Pharr, Texas
- Bulldog Drive Improvements, McAllen ISD - McAllen, Texas
- Robert Vela High School Performing Arts Center – ECISD – Edinburg, Texas

PAVEMENTS

- Hidalgo County Regional Mobility Authority BSIF Connector – Hidalgo County, Texas
- Texas A&M University Kingsville Campus Pavements – Kleberg County, Texas

AIRPORT

- Valley International Airport Improvements – Harlingen, Texas
- McAllen International Airport Concrete Cores – McAllen, Texas

COMMERCIAL

- Love's Travel Stop – Donna, Texas
- Pharr Town Center – Pharr, Texas
- At Home Store – Pharr, Texas

PUBLIC

- McAllen NWWTP Pump Station Improvements – McAllen, Texas
- Hidalgo County County-Wide Mechanic Shop – Pharr, Texas
- SWSC Elevated Water Storage Tank – Mission, Texas
- McAllen ISD Homer J. Morris Middle School Paving Improvements – McAllen, Texas
- McAllen ISD Ben Milam Elementary School Pavilion – McAllen, Texas
- South Texas/UTRGV Medical Academic Building – Edinburg, Texas
- Chick-fil-A – McAllen, Edinburg, Pharr, Texas
- Raising Cane's – Edinburg, Weslaco, Pharr, Harlingen, Texas





AFFILIATIONS

American Society of Civil Engineers
Board Member
Associated General Contractors of
America Committee member
Geo Institute
American Concrete Institute
Texas Society of Professional Engineers

EDUCATION

Graduate of Sharyland High School
Mission, Texas
2006
Bachelor of Science in Civil Engineering
University of Texas at Rio Grande
Valley, Edinburg
2016

WORK HISTORY

MEG Engineers, Austin, Texas
Geotechnical Engineer P.E.,
2017-present

Geotechnical Research Lead, 2013-
2016

REGISTRATIONS

Texas Board of Professional Engineers:
Registration Number 58314 is Current

AMOS EMERSON P.E.

GEOTECHNICAL ENGINEER PE

Phone 956-702-8500 Email aemerson@megengineers.com

PROFILE

Mr. Emerson serves as Geotechnical Engineer PE of MEG's Pharr, Texas office. He has over 6 years' experience in the engineering industry and vast knowledge in geotechnical engineering and construction materials testing in the South Texas area. Projects that Mr. Emerson has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement projects that Mr. Emerson has been involved with include highways, Municipal Roadways, industrial parks, heavy duty concrete/asphalt paving, freight centers, industrial applications.

Mr. Emerson's responsibilities as a Geotechnical Engineer EIT include coordination of field personnel, communication with the clients, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field testing data, Performing and oversight of Advanced Testing, Managing Advanced Testing Lab Certifications, scheduling and managing field personnel, Report Generation, Proposal Estimations, Design Considerations, in-house IT Solutions, Technical Presentations, Research oriented projects, Geotechnical Research and development, Conducting and conception of in-house Marketing efforts, Intern training program, and Community Outreach.

PROJECT EXPERIENCE – TEXAS

EDUCATION

- La Grulla Elementary School Retaining Wall Reconstruction, La Grulla ISD – La Grulla, Texas
- W.A. Todd Jr. High School Additions and Pavement Design, Donna ISD - Donna, Texas
- Jubilee Charter School – Jubilee Academies– Harlingen, Texas

PAVEMENTS

- Military Highway 1601 TxDOT – McAllen, Texas
- Mercedes Roadway Improvements – Mercedes, Texas

AIRPORT

- Stinson Airport Hanger and Interior Pavement Design – San Antonio, Texas

COMMERCIAL

- Edinburg Splash Park – Edinburg, Texas
- City of San Juan Public Safety Building– San Juan, Texas

PUBLIC

- 2.5 MGD WWTP CITY OF ALAMO– Alamo, Texas
- Donna Drainage improvement – Donna, Texas
- La Villa Elevated Water Storage Tank – La Villa, Texas
- Salineno Ground Storage Tank – Salineno, Texas
- North System 12" Waterline Loop Project– Cameron County, Texas
- South Texas College Nursing & Allied Health Center – McAllen, Texas

RESTAURANTS

- Smoking Moon – Pharr, Texas
- Fazoli's – McAllen, Texas
- Bar-B-Cutie – Harlingen, Texas

HEAVY INDUSTRIAL

- Mid Valley Industrial Park – Weslaco, Texas
- Warehouse Kingdom Condominiums – McAllen, Texas
- Malpica Cold Storage – Pharr, Texas



Relevant Projects

1. City of Donna

307 S. 12th Street
Donna, TX 78537
Mr. David Vasquez
(956) 464-9983

Project: **City of Donna Street Improvements**

Year Completed: Ongoing
Cost: Ongoing
Job Type: Construction Materials Testing

Project: **2022 Urban County Roadways Improvements**

Year Completed: 2022
Cost: \$10,000.00
Job Type: Construction Materials Testing

2. City of Mission

1201 E. 8th Street
Mission, TX 78572
Mr. Juan Pablo Terrazas, P.E.
(956) 580-8667

Project: **Speedy Trail Subdivision**

Year Completed: 2023
Cost: \$30,000.00
Job Type: Construction Materials Testing

Project: **Bentsen Palm Phase III**

Year Completed: 2021
Cost: \$5,500.00
Job Type: Geotechnical Engineering

Project: **Capricornio Subdivision**

Year Completed: 2023
Cost: \$15,000.00
Job Type: Construction Materials Testing

Project: **Glasscock Rd. Drainage Improvement**

Year Completed: 2022
Cost: \$3,000.00
Job Type: Geotechnical Engineering

3. City of Edinburg

415 W. University
Edinburg, Texas, 78539
Mr. Mardoqueo Hinojosa, P.E.
(956) 388-8210

Project: **Edinburg Parking Garage**
Year Completed: 2022
Cost: \$42,000.00
Job Type: Geotechnical Engineering

Project: **Silos at La Sienna
Subdivision Phase II**
Year Completed: 2022
Cost: \$27,000.00
Job Type: Construction Materials
Testing

Project: **Doolittle Detention Pond
Construction**
Year Completed: Ongoing
Cost: Ongoing
Job Type: Construction Materials
Testing

Project: **Edinburg Parking Garage**
Year Completed: 2022
Cost: \$30,000.00
Job Type: Geotechnical Engineering

4. City of Pharr

118 S. Cage Blvd., 1st Floor
Pharr, Texas 78577
Mr. Omar Anzaldua Jr., P.E.
(956) 402-4000

Project: **City of Pharr New Fire
Station No.4**
Year Completed: 2019
Cost: \$41,000.00
Job Type: Construction Materials
Testing

Project: **Heritage Manor**
Year Completed: 2020
Cost: \$13,000.00
Job Type: Construction Materials
Testing

Project: **Minnesota Estates
Subdivision**
Year Completed: 2022
Cost: \$29,000.00
Job Type: Construction Materials
Testing

Project: **Northbound Lanes
Expansion**
Year Completed: 2022
Cost: \$80,000.00
Job Type: Construction Materials
Testing



Past Projects with the City of Edinburg

Sam Houston Public Service Building for a 19,400 sqft facility
Citrus Village Subdivision No. 2
Edinburg Stadium and Dawson Dr. Drainage Improvements
Santa Cruz Section 1 Phase I – IV
Sonador Subdivision
Union Square Apt.
Fire Station No. 5
City of Edinburg Auditorium Basement
24th Street Drainage Improvements
City of Edinburg Water Treatment Plant
Jackson Pointe Subdivision Sanitary Sewer Drainage Project McIntyre Streetscape and
Drainage Improvements Edinburg City Hall Dustin Sekula Edinburg Library
Joe Ochoa Road
North Edinburg Industrial Park Phase 1 & 2.
Various Roadways, North Edinburg Industrial Park Phase 1 & 2.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

June 9, 2022

TO: Whom it may Concern

This is in reference to construction materials testing and geotechnical services performed for the City of Weslaco by MEG Engineers between the period of May of 2020 and May of 2022.

During this timeframe, MEG Engineers has met our expectations completing all work in a timely and professional manner. MEG has been very responsive to all our work requests and provided the services in timing and sequence with project expectations. As a matter of fact, due to the success of their work, the city has recently approved a one-year extension to their existing contract.

We are pleased to offer this letter of recommendation for their great work with the city.

If you have any questions or would like additional information concerning MEG's work with the City of Weslaco, please do not hesitate to contact me at (956)969-1533 or email me at aaldana@weslacotx.gov.

Sincerely,

Albert J. Aldana, P.E.
City Engineer

A handwritten signature in blue ink, appearing to read "A. Aldana".

c: Mr. Martin Garza, Interim City Manager



January 7, 2020

RE: Letter of Recommendation – Millennium Engineers Group, Inc.

To Whom It May Concern:

On behalf of the Brownsville Public Utilities Board (BPUB) Special Projects Department and Water/Wastewater Engineering Department, the BPUB submits this letter of recommendation for Millennium Engineers Group, Inc. (MEG).

MEG has assisted the Special Projects department and the Water/Wastewater Engineering Department with geotechnical reports and materials testing services for the past several years. They have been involved with numerous projects such as Wastewater Lift Stations Rehabilitation projects and the Odor Control Improvement project. MEG is also one of our on-call material testing laboratory for all subdivision construction materials testing.

Currently, MEG is performing all material testing for the BPUB Annex Building project, an approximate 70,000 sf building project development currently under construction.

Millennium Engineers Group continues to provide accurate results in a timely manner, with the utmost professionalism and within budget.

The BPUB will continue to engage Millennium Engineers Group on future projects and confidently recommend MEG for your geotechnical and materials testing needs.

Sincerely,

A handwritten signature in blue ink that reads "Marie C. Leal, P.E.". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Marie C. Leal, P.E.
Director of Special Projects



CITY OF ALTON
TEXAS

509 S Alton Blvd. Alton, TX 78573 • Tel (956) 432-0760 • Fax (956) 432-0766 • www.alton-tx.gov

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem
Ricardo Garza
Commissioner
Richard Arevalo
Commissioner
Emilio Cantu, Jr.
Commissioner

Jeff Underwood
City Manager

June 13, 2022

Mr. Andres Palma, P.E.

Engineering Manager

Millennium Engineers Group, Inc,

5804 N. Gumwood

Pharr, TX 78577

Re: Letter of Recommendation

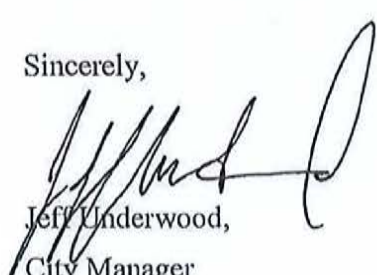
Dear Mr. Palma,

I would like to take this opportunity to express to you Alton's satisfaction and appreciation with the work product and professionalism exhibited by your company's employees since the outset of the engagement of your firm. The professionalism and dedication to their trade, your staff has shown, sets Millennium Engineers Group apart from the competition.

The City of Alton has enjoyed its relationship with MEG Engineers and looks forward to working with your company in the future.

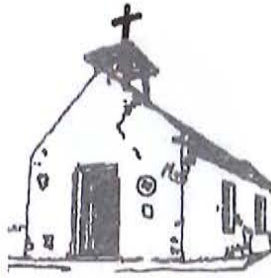
If we may be of service to you in anyway, please do not hesitate to contact me at (956) 432-0760.

Sincerely,


Jeff Underwood,
City Manager

Dr. Armando O'caña, Mayor
Jessica Ortega, Mayor Pro Tem
Abiel Flores, Councilman

Ruben Plata, Councilman
Alberto Vela, Councilman
Randy Perez, City Manager



CITY OF MISSION
"Home of the Grapefruit"

June 16, 2022

To Whom It May Concern,

I am writing this letter of recommendation for MEG Engineers.

MEG has been under contract with the City of Mission for the last four years and has provided exceptional Lab services in numerous subdivisions and projects throughout the City. They have always exhibited with integrity, ethics, reliability and fairness. Despite any troubles that could arise at the time of construction, MEG would and will deliver the testing and results on time and with quality. I believe you would be very pleased with their work, attention to detail and customer service.

Should you have any questions, please feel free to contact me at (956) 585-3275.

Sincerely,

A handwritten signature in blue ink. The signature is stylized and appears to read 'J. P. Terrazas'.

Juan Pablo Terrazas, P.E., CPM
Assistant City Manager/City Engineer City of Mission



Pharr



MAYOR Ambrosio Hernandez, MD | CITY MANAGER Alex Meade

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

City of Pharr Engineering Department
118 S. Cage Blvd. – 4th Floor, Pharr, Texas 78577
January 6th, 2020

To whom it may concern.

Re: Millennium Engineers Group, Inc.

Our City has contracted Millennium Engineers Group, Inc. to perform Construction Material Testing and Geotechnical Engineering On-Call Services for the past three years. Mr. Andres Palma and his firm are very professional and have an excellent service response. We are very satisfied with their work. They have a great attitude and carry out their project deliverables within budget and schedule. We were very pleased with the work his firm has done on the numerous project they have work on for the City of Pharr.

I would give Millennium Engineers Group, Inc. and his team my highest recommendation.

Sincerely,

Omar Anzaldúa Jr., PE, CFM, PMP, CCM | City Engineer
City of Pharr
956-402-4000, ext 1414



June 10, 2022

Re: Letter of Recommendation

To Whom It May Concern:

Raul Palma is being nominated for Engineer of the Year. I have had the pleasure of knowing Raul for many years. He has impressed me with his exceptional leadership, spirit, and commitment to this profession. His professional character has excelled in his field of engineering and has given back to his community in countless volunteer efforts. I can attest not only to Raul's ability to explain and instruct, but also to his deep commitment to helping others.

Considering his extensive knowledge in engineering and achievements, he has been named the Engineer of the Year by the local Engineer's Chapter and I highly recommend his naming as Engineer of the Year.

Please feel free to contact me if you have any questions at (956) 572-3191.

Sincerely,

Patrick McNulty
Mayor
City of South Padre Island
4601 Padre Blvd.
South Padre Island, Texas 78597



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

January 9, 2023

To whom it may concern:

Melden & Hunt has contracted MEG Engineers to perform Construction Material Testing and Geotechnical Engineering Services for the past decade. Mr. Andres Palma, PE and his firm are very professional and have an excellent service response. We are very satisfied with their work and have recommended them on many occasions. They have a great attitude and carry out their project deliverables within budget and schedule. We were very pleased with the work his firm has done on the numerous projects they have work on in South Texas.

I would give MEG Engineers, Andres Palma, PE and his team my highest recommendation.

Mario A. Reyna, PE

INSURANCE COVERAGE & LEGAL

MEG does not have any key terms of our errors and omissions insurance coverage.

MEG maintains the insurance policies needed for this contract as for all additional contracts listed below.

2 million professional liability coverage
1 million commercial general liability coverage
1 million umbrella liability coverage

MEG does not have any claims, judgments, and arbitration proceedings, suits pending or outstanding against itself or its officers. MEG audited financial statements are available upon request.

MEG meets the legal requirements of this request for qualifications as well as all the requirements required by the State of Texas and the Texas Board of Professional Engineers.

MEG is a professional engineering firm registered in the State of Texas that has complied with all of its obligations, certifications, accreditations, licenses, and procedures required to operate in the State of Texas and be accredited by USACE and AASHTO.

PROFESSIONAL SERVICES AGREEMENT

MEG has read and agrees with the Professional Services Agreement. MEG will meet the prerequisite insurance requirements, and, if selected, agrees to enter into such agreement.

Understanding the Project

The City of Edinburg needs are specific to the services we provide, counting on the services we provide to be responsive, thorough, and precise. The projects need efficient communication, project management, and contract administration. At MEG we consistently achieve this by:

- Understanding the specific needs of our client
- Delivering on the expectations of our client
- Efficient Communication
- Extensive Employee Training and Management
- Proven Consistency, Low Employee Turnover
- Highest Quality Accreditations and Internal Management

CONSTRUCTION MATERIAL TESTING SERVICES

will encompass all related services to the Client including, but not limited to, the following:

- Conducting initial discussions with the Owner and Design team for specific project requirements, project schedule, design requirements, and any additional information that will be beneficial to the city.
- Soil Sampling and Testing
- Laboratory Soil Testing
- Field Density Testing
- Field Soil Observations
- Field Soil Recommendations
- Field Reinforcing Steel Inspections
- Field Concrete Sampling and Testing
- Laboratory Concrete Compressive Strength Testing
- Field HMA Pavement Testing
- Field and Laboratory Pavement Testing
- Field Structural Steel Inspections
- Daily reporting and communication with Owner, Design team, and Contractor

GEOTECHNICAL ENGINEERING SERVICES will encompass all related services to the Client including, but not limited to, the following:

- Conducting initial discussions with the Owner and Design team for specific project requirements, project schedule, design requirements, and any additional information that will be beneficial to the Owner.
- Conducting a review of local geology at the project location.
- Conducting field soil exploration and testing services.
- Conducting the geotechnical laboratory testing program to meet the project requirements.
- Discussion with the Owner and Design team prior to report preparation to include updated project changes, requirements, or additional geotechnical options.
- Prepare precise, innovative, cost-effective geotechnical engineering recommendations for all aspects of the project.
- Discussion after the geotechnical report submittal with the Owner and the Design team to support implementation of geotechnical recommendations that will be beneficial to the Owner.

MEG has the ability to meet your schedule and deadline because of its thorough training and understanding of its CLIENTS needs, MEG's experience and resources, MEG's subcontractors' resources, and industry requirements. MEG has the philosophy of providing quality Construction Materials Engineering and Geotechnical Engineering Services to all our clients in Texas. We believe that client satisfaction, reputable and prompt service, and staying in stride with the latest technologies and tools will give our firm a unique advantage in providing a service to you as our client. We believe that providing quality service is the key to our client's satisfaction and their inclination to consider our firm in future projects.

WORKLOAD CAPACITY

The scope of work to be performed under this contract is the scope of work that MEG performs daily for our clients in Texas. MEG has the necessary capacity to meet the City of Edinburg needs for Professional Services. MEG has the resources and experience to provide concurrent project construction services to an individual client for your detailed project scope of work. Our resources can be shifted for operations and our staff and inspectors are cross-trained for proper allocation of personnel for this specific reason.



Based on the current workload, resources, and staff of MEG it is estimated that current operations capacity is at 70%. There is currently no backlog with our testing Services. Our staffing plan is to never be above 85% capacity, so we are able to expedite services when needed to meet critical project schedules.

Based on current and future assignments, it is estimated that during the duration of the project Millennium Engineers Group, Inc. will be operating at 80% of capacity. Engineers, Staff, and Inspectors will be able to complete the daily anticipated project tasks for this project along with current projects tasks. MEG is proficient in completing daily project tasks and expediting the testing and inspection results to the project team for the projects benefit. The project team included in this submittal that will be allocated to this project will devote the necessary time to meet your schedule and often will be various percentages of their time based on your program needs. Inspectors that are assigned to this project will devote 100% of their time to this project when required and additional inspector resources will be available on an as needed basis for this project will be devoted 20% to 50% of their time for additional services as needed.



PROJECT MANAGEMENT AND COORDINATION STATEMENTS

MEG utilizes a Management System, which facilitates the management of both the Construction Material Testing (CMT) and Geotechnical Engineering Testing (GEO) Departments. The system consolidates all aspects of the business workflow, from proposal to the final invoice. It allows an organization the ability to set up clients/projects, schedule work orders (dispatch requests), report and distribute pertinent data to clients via email or website, employ management tools for lab and field testing, and prepare invoices for each project that could be exported to the organization's accounting system. The system also gives the organization's clients the ability to retrieve reports from the customized reporting website.



Our team makes recommendation on the course of action to the Client when issues of potential delays or increased costs arise during the project. Close communication and coordination between the contractor, third parties involved in the project and our team will be a priority by our team for a successful project. Our team operate as a representative of the City of Edinburg and oversee the day-to-day construction activities of the prime contract assigned. Our team has extensive experience in administering construction contracts and overall management. Our team has experience on multiple projects performing Construction Engineering, Inspection and Construction Materials Testing services for numerous clients in Texas. Our scope of services includes but not limited to:

- Construction Administration Procedures
- Field Reports
- Monthly Progress Reports
- Progress Photos
- Project Progress Meetings
- Schedule Review
- Change Order Review-
- Quality Control
- Safety and Health
- Submittal/ Shop Drawing Control
- Payment Application Review



“

Millennium Engineers has always provided great, professional, friendly service. I highly recommend them.

Ramiro Gutierrez, P.E., R. Gutierrez Engineering Corp.

”



PROJECT MANAGEMENT AND COORDINATION STATEMENTS

Construction Engineering and Management: MEG ensures that the project is completed on time, and on budget and within scope. This will be accomplished through review and tracking of baseline schedules and monthly updates, monthly pay estimates, change orders, plan quantities and overall project costs. We provide timely processing of contractor submittals, shop drawings, and Request for Information (RFIs). We will also work with the Engineer of Record (EOR) as needed regarding RFI's, potential design changes, or plan errors and omissions. We conduct regular progress meetings to promote partnering between all parties. We conduct pre-construction meeting with the contractor, Client, and other stakeholders prior to the start of the project. During this meeting, an escalation ladder is established to provide guidelines for resolution of construction issues.

Construction Administration and Inspection: MEG performs all necessary inspection to verify work is completed in accordance with plans and specifications. Daily Work Reports (DWR's) or other required reports will be completed to document construction progress and inspection activities as well as quantities for payment. Our inspectors inspect all construction activities daily, determine daily need for construction materials testing of work in progress and materials in use, traffic control devices on a daily basis for compliance with Traffic Control Plan



and TMUTCD. SW3P inspections as per environmental requirements performed in accordance with subject guidelines.

Construction Materials Testing: MEG performs construction materials testing on all required construction activities and materials to ensure compliance with project plans and specifications in accordance with the City of Edinburg guidelines for sampling and testing. If independent assurance testing is required coordination with the third-party testing agency is scheduled at appropriate schedules and frequency.

Document Control: MEG ensure that all project progress and financial reporting is completed in accordance with contract requirements. We log all project correspondence, submittals, change orders, RFI's, shop drawings, pay estimates, MOH, etc. We also verify that the contractor is complying with Disadvantaged Business Enterprise (DBE), Equal Employment (EEO) and Buy America guidelines. All DWR's, pay sheets and material test reports are reviewed for accuracy before submittal.

Close Out Procedures: Thorough and accurate records is maintained throughout. We generate a project specific close out checklist. The checklist is distributed to all parties at the beginning to resolve all discrepancies. The checklist allows for a guide during both construction and close out phases. Another part of quality program includes formal audits conducted at 30%, 60%, and 90% of construction completed.

Another tool that we use is performing thorough constructability reviews during the pre-construction phase. We review approved plans, specifications, general notes, TCP phasing, baseline schedule, etc. to identify potential plan errors, quantity discrepancies, utility conflicts, or potential maintenance issues. All findings during the constructability review are provided to the City of Edinburg for review and further discussion.



PROJECT COMMITMENT

MEG is committed to your projects, program, goals, and timelines for project schedule. We will provide the essential staff, equipment, and resources to be available and responsive daily to the City of Edinburg needs based on the district scope of services. Our offices are equipped and trained to provide the level of service and responsiveness required by the City of Edinburg. MEG has extensive local resources and expertise to complete large project programs. The key personnel presented in this Statement of Qualifications are committed to the City of Edinburg projects and will be available throughout the life of the project.

■ Project Communication

Communication is the key to all successful projects. The management of the testing and inspection program for the project will begin with the introduction of the project team members. Upon notification of award, our engineers and staff will meet with members of the project team who have an active role in the project. This is a critical phase in to communicate project information, goals, timelines, or potential conflicts.

■ Review of Construction Schedule

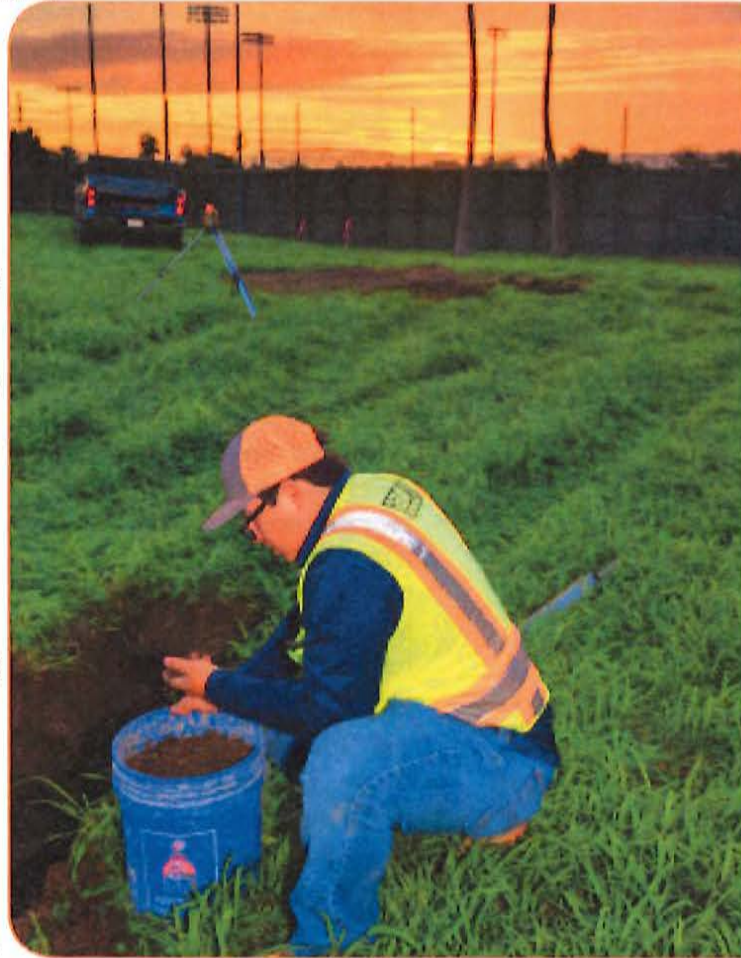
MEG will review the most up-to-date construction schedule by task after design documents are completed. The testing and inspection program can best support regulated testing and control final testing costs if we clearly understand the project testing requirements.

■ Construction Meetings

From the initiation of the project until the completion, we propose biweekly or monthly management meetings with the construction manager or his representative and other project team members. At these meetings it is necessary, to review and discuss testing results, project progress, and project schedule.

■ Daily Communication

MEG on site representative will maintain daily communication with the contractor's superintendent, and the designated project team members in order to schedule the required services and to communicate inspection and test results. Our project manager will communicate the results of critical off-site testing and inspections to the designated project team representatives the same day testing is performed.



“

MEG has been reliable and responsive to our testing needs.
– Mr. Ariel Chávez II, PE/RPLS/ Director of Engineering Services

”



QUALITY ASSURANCE / QUALITY CONTROL

Internal Quality Management

Our firm follows a reporting structure that will best benefit our clients. Steps and processes are performed in every task of our services to give the client the best product possible. Our client first attitude, service approach, methodology of doing business, and internal quality control program allow us to continue providing services throughout the State of Texas building long term business relationships.

Reporting Structure

Reporting Structure starts within our management team. MEG is called for the requested services and to make the necessary arrangements to initiate the project. Our dispatcher will dispatch one of our highly trained technicians to the requested project site. At this point the technician will perform the requested task(s) and then complete his/her field-testing report. Field Testing reports are turned in daily and our project managers review the testing reports. The testing reports are then turned into our administrative staff and are typed for second review of the project managers. The reports are then reviewed and signed by the office engineer before they are sent to the client. The testing reports provided by MEG include all the necessary data that is often requested by the Owner and members of the design team.

Decision Making

Decision Making by MEG starts within our management team. The decisions made by our staff and key personnel come only after consulting with the principal engineer. Timing and scheduling are important factors of construction, and every decision made will consider the best interest of our client. Engineering Recommendations are only made by a Professional Engineer that is registered in the State of Texas.

Quality Control Plans

Quality Control is monitored by MEG in every aspect of our work. Our office maintains a quality control program that has been approved by the American Association of State Highway and Transportation Officials (AASHTO) and the State of Texas, Department of State Health Services Radiation Control Program. Quality control is monitored and documented by our (QA/QC) Manager and Radiation Safety Officer.

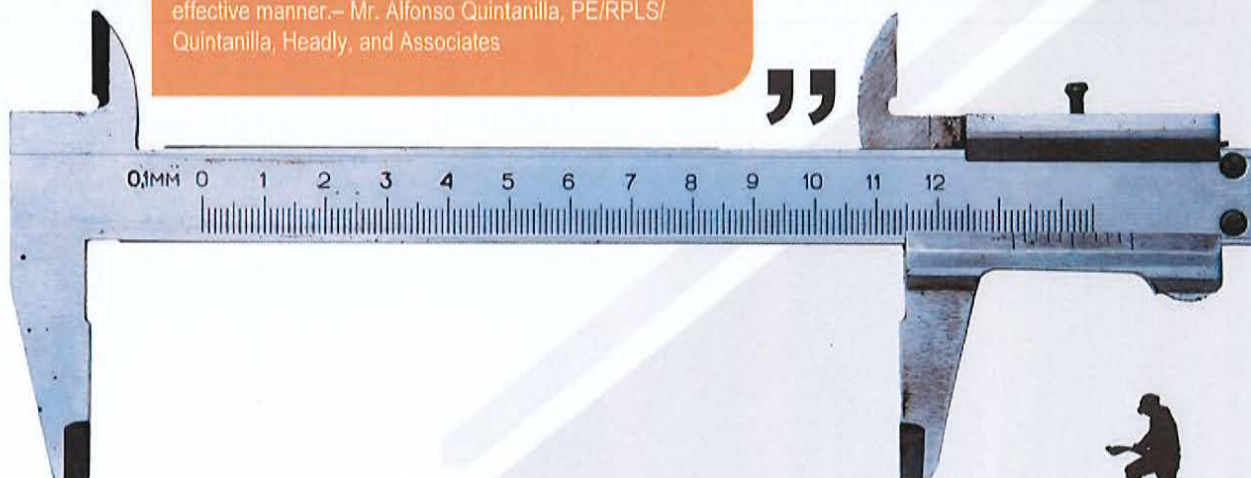
Reporting and Billing Quality Assurance

Quality assurance is maintained by MEG in every aspect of our administrative work. Our office maintains an internal quality control program that is used by our administrative staff to audit every process of our reporting and billing procedures. This quality assurance measure allows us to maintain the quality service that is essential to our client's business.

“

MEG provides excellent services in a timely and cost effective manner.— Mr. Alfonso Quintanilla, PE/RPLS/ Quintanilla, Headly, and Associates

”



Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1742996684300
Approval Date: September 28, 2023
Scheduled Expiration Date: September 28, 2027

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

Millennium Engineers Group 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 **September 28, 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.



SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

June 2, 2023

Raul Palma
Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, TX 78540

Dear Raul Palma:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***ESBE HABE MBE SBE**

Certification Number: **223066103**
Certification Expiration: **June 2, 2025**

Providing the following products or services:

NAICS 541330: CIVIL ENGINEERING SERVICES

NAICS 541370: LAND SURVEYING SERVICES

NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES

NAICS 541990: ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is June 2, 2025.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Ramos".

Sandra Ramos
Executive Director

**Texas Board of Professional
Engineers and Land Surveyors**

CERTIFICATE OF REGISTRATION

This acknowledges that

MILLENNIUM ENGINEERS GROUP 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-3913

Expiration Date
6/30/2025



Geotechnical / Environmental / Forensic / Construction Materials Testing / Consulting / Geostuctural / Facilities



MEG Engineers – Pharr

www.megengineers.com, 5804 N. Gumwood Ave.
Pharr, Texas 78577

956-702-8500, apalma@megengineers.com

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
MILLENNIUM ENGINEERS GROUP, INC. FOR GEOTECHNICAL ENGINEERING
SERVICES PURSUANT TO RFQ NO. 2024-006**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 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	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Continental Casualty Company	20443	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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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																													
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A																																			
A	Professional & Pollution Incident Liability - Retro Date: Full Prior Acts			MCH288364872	12/12/2023	12/12/2024	<table><tr><td>Per Claim Limit</td><td>\$5,000,000</td></tr><tr><td>Aggregate Limit</td><td>\$5,000,000</td></tr><tr><td>Deductible per claim</td><td>\$10,000</td></tr></table>	Per Claim Limit	\$5,000,000	Aggregate Limit	\$5,000,000	Deductible per claim	\$10,000																							
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ # 2024-9 - Engineering Services Rotation"; Additional Insured - City of Edinburg as respects general liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg 415 W. University Drive Edinburg, TX 78541	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)
07/15/2024

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PRODUCER  STATE FARM INSURANCE ROBERT ELIZALDE, AGENT 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: BIANCA TERAN		
	PHONE (A/C, No, Ext): 956-683-9800	FAX (A/C, No): 956-683-9810	
	E-MAIL ADDRESS: info@robertelizalde.com		
INSURED MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR, TX 78577	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State Farm Mutual Automobile Insurance Company		25178
	INSURER B: State Farm Mutual Automobile Insurance Company		25178
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

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

RFQ # 2024-9 - Engineering Services Rotation

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 Bianca Teran

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EXHIBIT “C”



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.K.

Job Task Order No. 2 - Halff Associates, Inc.

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into Job Task Order No. 2 for Professional Services for Sugar Detention Pond, with Halff Associates, Inc. for an Amount Not to Exceed \$87,500.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

The Sugar Detention Pond Project aims to provide drainage detention capacity within the area bounded by North of Trenton Road and Canton Road, and between McColl Road and East of Sugar Road. The project design is currently 90% complete.

To enhance the reliability of the design and reduce potential construction conflicts, the proposed task order includes the integration of Subsurface Utility Engineering (SUE). SUE involves the location, mapping, and management of underground utilities—including water, gas, electric, telecommunications, and sewer lines—during the design phase.

This proactive approach is intended to minimize the risk of utility conflicts, prevent damage, and save both time and costs during construction. The process utilizes technologies such as Ground Penetrating Radar (GPR) and test holes (also known as potholing) to accurately determine the position of existing underground infrastructure.

Construction is expected to begin in early 2026, with funding allocated from the 2019 Bond Series.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into Job Task Order No. 2 for Professional Services for Sugar Detention Pond, with Halff Associates, Inc. for an Amount Not to Exceed \$87,500.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

A. Job Task Order No.2 - SUE Services for Sugar Detention Pond

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

JOB TASK ORDER NUMBER TWO (2) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES (SUBSURFACE UTILITY ENGINEERING) FOR SUGAR ROAD DETENTION ALONG WISCONSIN RD. PURSUANT TO RFQ NO.2024-009

This Job Task Order Number Two (2), to the Agreement between the City of Edinburg and Halff Associates is entered into by and between the City of Edinburg (hereinafter referred to as “**City**”), and Halff Associates (hereinafter referred to as “**Consultant**”),

RECITALS

WHEREAS, on August 20th, 2024 the City Council of Edinburg authorized and approved City Manager or his/her designated appointee to negotiate and enter into an On-Call Professional Engineering Service Agreement with the Consultant to Professional Engineering (hereafter referred to as “Agreement” and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Professional Engineering Services, and or other as-needed services, on an on-call basis and in a manner, which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Two (2) to the Agreement to provide Professional Engineering Services for the Sugar Road Detention along Wisconsin Rd. as set out in the attached Exhibit “A”; and

NOW, THEREFORE, said Job Task Order Number Two (2) to the Agreement is hereby agreed to and included in the Agreement to provide Professional Engineering Services for Sugar Road Detention along Wisconsin Rd., at the amount not to exceed the proposed amount of \$87,500.00 as set out in Exhibit “A” attached hereto, and this Job Task Order Number Two (2) shall serve as notice to proceed with said Project.

Period of Performance. The period of performance shall be from the effective date of this Job Task Order Number Two (2), which is the date agreed to by all parties, and will terminate upon completion of the scope of work for the Project as agreed to by the parties herein and as referenced in the attached Exhibit “A”.

If any of the terms of this Job Task Order Number Two (2), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control. Further, this Job Task Order does not waive the parties’ responsibilities and obligations as provided for under the Agreement.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

HALFF ASSOCIATES

BY: _____
Raul Garcia, Jr., P.E., C.F.M
Vice President
5000 West Military Highway, Suite 100
McAllen, TX 78503
Phone: (956) 445-5235
Email: rgarcia@halff.com

**Attachments: Exhibit "A" Proposal of Job Task Order 2
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance**

EXHIBIT “A”



September 3, 2025
P62792.001

Mr. Mardoqueo Hinojosa, PE, CFM, CPM
City Engineer – City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539

Re: Fee Proposal for Professional Engineering Services (Subsurface Utility Engineering) for Sugar Road Detention along Wisconsin in Edinburg, TX

Dear Mr. Hinojosa:

We are pleased to submit this proposal to provide professional engineering services for the proposed project referenced above. This includes Subsurface Utility Engineering for the ROW of Wisconsin Road, from Sugar Road to Alvarez Street. We are excited to be a part of your team and look forward to contributing our expertise to ensure a successful project.

Attachment "A" provides our proposed scope of services and fees. The proposed fees identified shall be considered lump sum for the project, unless otherwise noted as hourly fees, and will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total of the lump sum/hourly fees.

The proposed fees established are based on the information provided by the Owner. The proposed fees identified do not include scope revisions or additions once the project is under way. Additional work requested by the Owner will require a revision to the scope and fees established in this proposal. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial. Please sign below acknowledging your approval of this proposal consisting of this cover letter (1 page), Exhibit 'A' (2 pages), Attachment 'A' (1 page), and the Master Service Agreement between City of Edinburg and Halff Associates (64 pages). We will commence services upon receipt of a fully executed agreement.

We are excited to be working with you and look forward to expanding our working relationship in the future.

Respectfully,

A handwritten signature in blue ink, appearing to read "Raul Garcia, Jr.", written over a horizontal line.

Raul. Garcia, Jr. PE, CFM
Vice President
Director, Public Works

Approved by:

Name: _____

Date: _____

SCOPE OF SERVICES (EXHIBIT A)

Services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities.”

Project Limits

- Within the apparent ex. ROW of Wisconsin Rd. from Sugar Rd. to Alvarez St. (see Attachment A).

Utility Designation (Quality Level B) (QL-B)

- Halff will designate tonable subsurface utilities and note electronic depths using geophysical prospecting equipment and mark the locations with paint and/or pin flags.
- We anticipate designating approximately 20,000 LF of buried communication, electric, natural gas, water, sanitary sewer and providing the identification of owners.
- Halff will survey visible and accessible above ground utility appurtenances and QL-B markings, and tie to project survey control.
- Because of limited record information and the possibility of non-tonable utilities, Halff cannot guarantee that all utilities will be found and marked on the project.

Utility Locating (Vacuum Excavation) (Quality Level A) (QL-A)

- Up to twenty-five (25) test holes will be performed on various subsurface utilities at locations specified by the Client. Halff will cut up to a 12-in. square test hole, non-destructively excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the approximate centerline of the utility.
- Halff will notify Texas 811 48 hours prior to performing vacuum excavation.
- Halff will survey the QL-A locations and tie to project survey control.
- If test holes are requested on non-conductive/non-tonable utilities or utilities depicted as Quality Level D (assumed horizontal location per records), Halff will coordinate with Client and the respective utility owner to pinpoint an agreed upon QL-A location. Halff will make a good faith effort to locate all utilities but shall be compensated for work performed even if the utility is not located. Should the utility not be exposed, Halff will coordinate with Client for direction.
- This Scope of Services includes all test holes being performed under one (1) mobilization.

Permitting

- Street Cut permits will be coordinated with the City of Edinburg, as required.

Traffic Control

- Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD.
- As exact test holes locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), if needed or required, will be provided by a certified traffic control provider.

SUE Deliverables

- QL-B will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation.
- QL-A will be 8.5-in. x 11-in. Test Hole Data Forms indicating depth, size, location, etc. of the utility.
- Electronic files in 3D AutoCAD format.
- Received records, PDFs, KMZ, and project photos/notes.

Schedule

- Halff will complete the QL-B investigation within forty-five (45) calendar days upon receipt of written notice to proceed.
- Halff will complete the QL-A investigation within forty-five (45) calendar days upon receipt of the test hole layout and approved excavation permits.
- Due to uncontrollable factors such as ground conditions, weather, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.
- Work performed in the right-of-way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather.

Assumptions

Client to provide:

- Electronic base files
- Project survey control
- Available utility records, system maps, as-builts
- Right-of-Entry to property, if required.

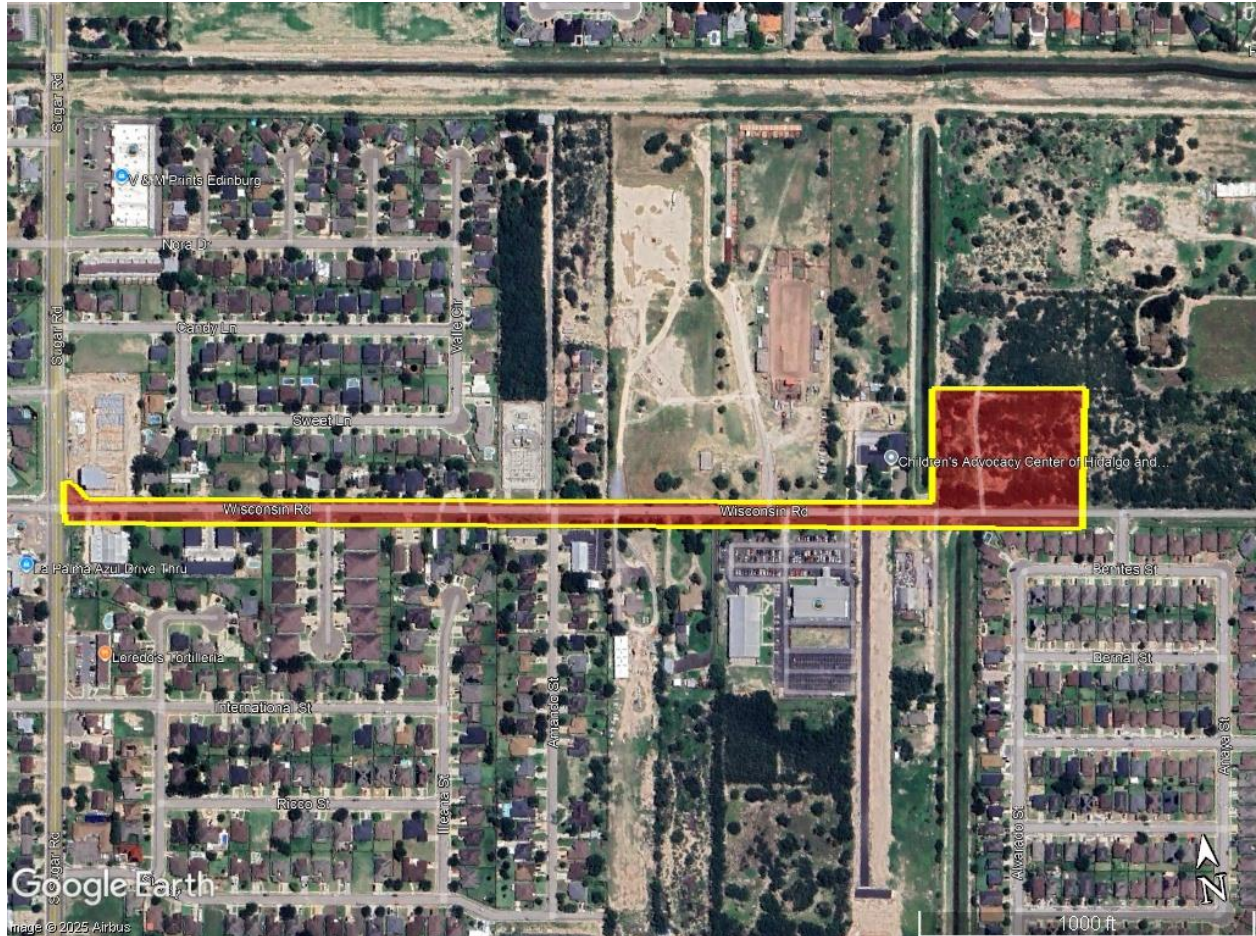
Exclusions

- QL-B of irrigation lines, services, asbestos cement and/or pvc lines, and pvc lines without tracer wire or access
- Overhead utilities
- Engineered Traffic Control Plans
- Right-of-Entry

Fee Table

SUBSURFACE UTILITY ENGINEERING SERVICES			
Task 100	Utility Designating (QL-B)	\$37,500.00	Lump Sum
Task 200	Utility Locating (25 QL-A Test Holes@\$2,000.00/hole)	\$50,000.00	Unit Cost
TOTAL		\$87,500.00	

ATTACHMENT A



“CREATING THE FOUNDATION SUCCESS IS BUILT UPON”

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT RFQ NO. 2024-009
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and **Halff Associates 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, professional services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and professional services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
 2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
 5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
 6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall perform the Services described in **Exhibits "A"**.
- B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional
\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII **ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI

LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII

AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

500 W. Military Hwy #100
McAllen, Texas 78503
Attn.: Project Manager

With a copy to:

1201 N. Bowser Rd.
Richardson, Texas 75081
Attn.: Legal

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of August 2024.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____

Josephine Ramirez Solis, City Attorney



HALFF ASSOCIATES, INC.

BY: _____

Raul Garcia, Jr., P.E., C.F.M.
Project Manager
5000 West Military Highway, Suite 100
McAllen, Texas 78503
Phone: (956) 445-5235
Email: rgarcia@halff.com

Attachments: Exhibit "A" RFQ 2024-009, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF
ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT
TO RFQ NO. 2024-009**



July 16, 2024

CITY OF EDINBURG

Request for Qualifications

RFQ No. 2024-9

Engineering Services Rotation



Transmittal Letter

July 16, 2024

City of Edinburg
Mr. Mardoqueo Hinojosa, PE
City Engineer
415 W. University Drive
Edinburg, TX 78539

RE: Request for Qualifications for Engineering Services Rotation – RFQ No. 2024-9

Dear Mr. Hinojosa and Members of the Evaluation Committee:

Halff is proud to serve as a partner with the City of Edinburg (City) to provide professional engineering services for various tasks on an "as needed" basis. We understand the importance of these projects for the City, and we are committed to continuing our support to the City, providing successful execution of your projects and meeting your goals. Our qualifications reflect our interest and ability to provide the City with quality engineering services.

- **Familiarity with the City of Edinburg.** Halff can provide the City with a highly qualified staff with recent and relevant experience who can provide all necessary engineering services outlined in this Request for Qualifications (RFQ). We'll use our knowledge of the City, acquired through previous projects and our current involvement in the **Sugar Road** project, to support the design and management of any construction projects granted through this RFQ. Project Manager, **Raul Garcia, Jr., PE, CFM**, along with **17 individuals** in our McAllen office, are proud residents of Edinburg and are familiar with the needs of the area.
- **Why Halff.** The Halff team possesses extensive experience in every requested service by the City. Our team has a track record of project **change orders being less than 5 percent of construction bid amounts**. Halff has experience providing construction and project management services, including constructability reviews, contract administration, cost estimating and analysis, quality control/quality assurance, scheduling and cost control, and start-up operations. Our experience encompasses horizontal projects such as roadways, drainage and utilities, as well as vertical projects such as buildings and bridges, and we have the local resources to design every aspect of these projects.

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 | **Fax:** 956.664.0280

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** for 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 | Project Manager

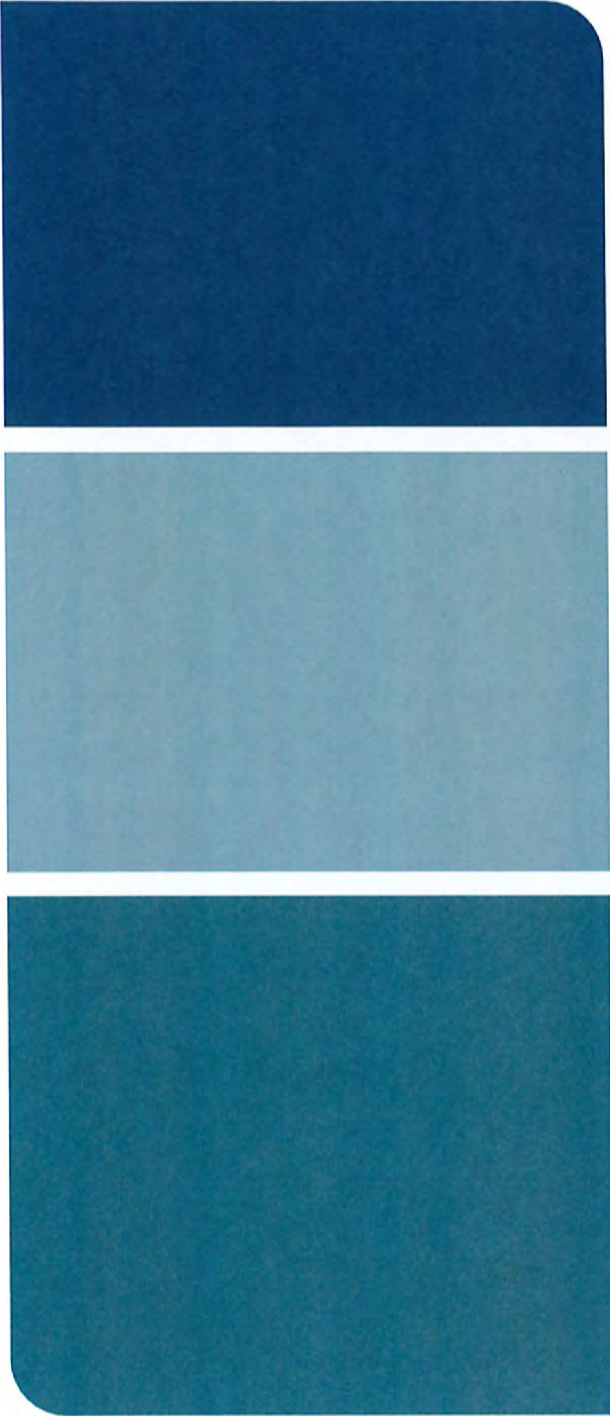


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Firm Qualifications and Experience

FIRM INFORMATION

COMPANY PROFILE

Halff is an employee-owned, full-service engineering firm headquartered in Richardson, Texas. The firm provides services throughout the Southeast from 33 offices in Texas, Arkansas, Oklahoma, Louisiana, and Florida. Halff is ranked #87 in *Engineering News-Record* magazine's list of the top 500 design firms in the United States. The firm was founded in Dallas in 1950 by Albert H. Halff, Ph.D.-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service, and commitment to quality. We are a progressive firm committed to providing value with creative solutions to design challenges.

Our people are individuals with diverse, yet complementary, professional backgrounds. Most of our professional staff began their careers with Halff directly after college and have grown in their careers knowing that our commitment to quality is the cornerstone of the firm. We know this attribute, more than any other, allows us to maintain a loyal client base. We are members of a company built on integrity, technical knowledge and commitment to client service.

Halff by the Numbers



Areas of Specialization

Halff's areas of specialization include the following:

- Broadband
- Construction Services
- Energy
- Environmental
- Flood Infrastructure Design
- Geographic Information Systems
- Geospatial
- Intelligent Transportation Systems (ITS)
- Information and Communications Technology (ICT)
- Land Development
- Landscape Architecture
- Local Infrastructure
- MEP Engineering
- Planning
- Resilience
- Right of Way (ROW)
- Structural Engineering
- SUE/Utility Coordination
- Surveying
- Transportation
- Water Conveyance and Pumps
- Water/Wastewater Treatment
- Watershed Plans and Studies

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 Austin offices. Our McAllen office has 71 professionals ready and available to serve the City of Edinburg. We have the depth of resources to provide unmatched service for the City.



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 the selection of solutions that best fit your needs

These factors will contribute to a successful project that meets your needs, goals, milestones, budget, and schedule.

Halff prides itself in acting as a trusted advisor to our clients and building relationships that make the project process run smoothly, resulting in successful completion that frequently exceeds client expectations and goals.

We have the capacity and capabilities to meet the City's engineering needs. Our team was strategically assembled to deliver the skillset needed across a variety of services, encompassing project approach and construction management plan development as well as the project close-out phase.

APPROACH TO HANDLING PART-TIME STAFFING NEEDS FOR SMALLER ASSIGNMENTS

Halff's approach to mentoring and training staff is one that challenges the staff to be independent and allows them to gain broad experience in projects and responsibilities. This is important because we can assign any task to our engineers, small or large, and they are able to carry out that task without major supervision. **In this manner, we can handle many smaller assignments successfully while only needing minimal oversight from the project manager, Raul Garcia Jr., PE.**

The key to completing a dedicated and accelerated project on time is establishing a realistic schedule everyone agrees to. Halff will prepare a detailed schedule early in the project, get "buy-in" from all parties, and keep the City informed throughout the project. **Our record of successful project management is one of the key qualifications we offer to the City.** We routinely meet project deadlines and stay within our budgets, largely attributable to the quality of the Project Managers and Designers we have on the project team. We stay in constant contact with the City's Project Manager and document all City staff input, making certain that Halff's designs meet the City's needs and expectations. This level of management and documentation results in complete, thorough, cost-effective designs that minimize unforeseen circumstances during construction.

Experience within the Past Two (2) Years with Other Governmental Agencies

Our ability to maintain the work schedule is part of what will create successful projects/tasks. Halff has a reputation for meeting the schedules that have been established by the project's owners.

Our Purpose

We improve lives and communities by turning ideas into reality.



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 continued involvement with both the client and relevant regulatory agencies.

Our technique includes using partnering sessions at the beginning of the project and obtaining commitments from project partners to expedite the decision-making and review process.

A few projects that demonstrate our ability to deliver projects on time within the past two years include:

- ✓ **City of McAllen, Bicentennial Boulevard | McAllen, TX.**
This project was scheduled to be completed in June of 2021 and was completed in February of 2021. Successful project management allowed this project to be completed **four months sooner** than anticipated.
- ✓ **Harris County Drainage District No. 1, 2018 Drainage Bond Project No. 24 | Harris County, TX.**
This project had multiple phases that were completed on time. The County Commissioner desired that this project

went underway as soon as possible. Successful project management and utilizing our in-house staff to fast-track this project resulted in being **bid three months early** and was completed **within the expected time frame**.

✓ **Rio Grande City, Street Improvements | Rio Grande City, TX.**

The project, scheduled for completion in September 2023, was successfully finished on time. Successful project management allowed for this project to be completed **within the expected time frame**.



**ON TIME
ON BUDGET**

Bicentennial Boulevard | McAllen, TX



PAST PROJECT EXPERIENCE WITH THE CITY

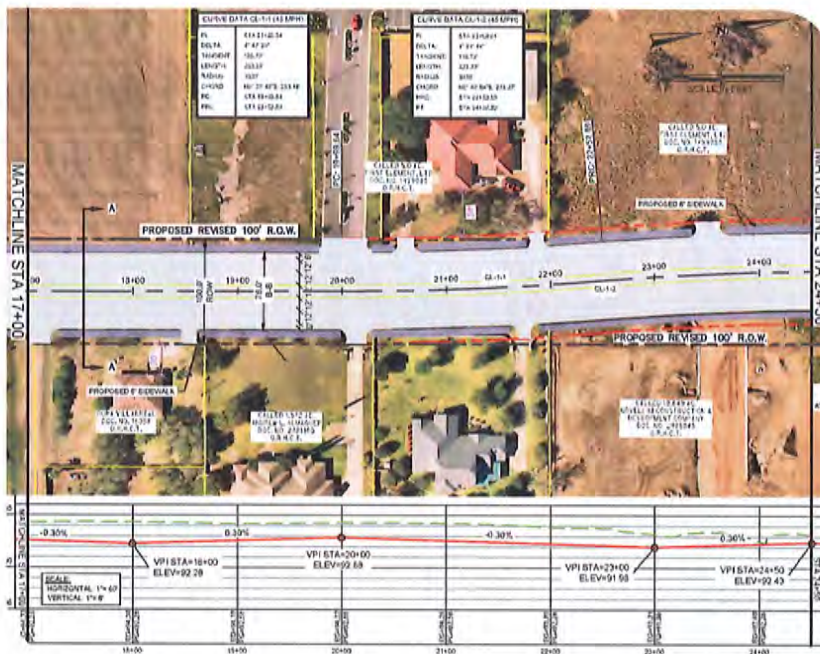
Halff has been in Hidalgo County since 1993 and in Texas since 1950. Our experienced team brings many years of combined experience of design in their fields and has overseen the construction of many projects in the Rio Grande Valley. We have a long-standing relationship with the City of Edinburg. As a firm, **Halff has completed over 35 projects with the City**. A few of those related projects are highlighted below:

Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services

City of Edinburg | Edinburg, TX

The Sugar Road schematic alignment project consisted of the layout for the proposed widening of Sugar Road from Chapin Road to Monte Cristo Road. Halff provided surveying services, including locating all surface improvements within the ROW, establishing horizontal and vertical control for design, and supplemental topography inside the ROW. Texas State Plane Coordinate System was utilized for control to allow for easily transferable data to the City. The schematic went through several iterations with City staff to determine the most cost-efficient location for widening. A final schematic layout was provided to the City of Edinburg for future budgeting purposes. Parcel surveys were also prepared for approximately 65 parcels to allow for the acquisition of additional ROW.

Halff is also providing the acquisition services for this project and working with appraisals to acquire the additional ROW. The future widening of Sugar Road will alleviate additional traffic generated from the University of Texas Rio Grande Valley, as this is a major arterial roadway to the campus.



Completed: Est. November 2024

Scope: Schematic Design, Survey, ROW

Project Team: Raul Garcia, Jr. PE, CFM; Robert Saenz, PE, CFM, PMP, DBIA, LGPP

Reference

Mardoqueo Hinojosa, PE
City Engineer
City of Edinburg
956.388.8210
mhinojosa@cityofedinburg.com

U.S. Highway North 281 Water Distribution System Improvements

City of Edinburg | Edinburg, TX



The project consists 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 forces the removal of existing water lines that were conflicting with the proposed highway improvements. The distribution system improvements consists of removing existing PVC (approximately 27,000-lf) and AC lines (approximately 9,500-lf), and replacing them with approximately 45,000-lf of 8-inch, and approximately 17,500-lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building purposed for housing the booster pumps that would feed a proposed elevated storage tank to be designed by others.

Completed: June 2023

Scope: Water Line Improvements/
Replacement, TxDOT Coordination

Project Team: Raul Garcia, Jr.
PE, CFM; Robert Saenz, PE,
CFM, PMP, DBIA, LGPP;
Gabriel Benavides, Jr. PE; Mark
Cantu, EIT

Reference

Gerardo Carmona, Jr., PE
Utilities Director
City of Edinburg
956.388.8210
gcarmona@cityofedinburg.com

Various Right of Way Acquisition Projects

City of Edinburg | Edinburg, TX



Our Halff team including Jody Gafford and Lorena Corpus has provided/ is providing right of way (ROW) acquisition services on an "as needed" basis for the City of Edinburg. The required services include, but are not limited to, appraisal review, negotiation, title coordination, project management, and administrative services. Projects under this on-call contract include:

SUGAR ROAD

Project consisted of the acquisition of approximately 60 parcels for the Sugar Road widening in Edinburg, Texas. Services include Negotiation, Title, Curative, and Closing support. Services for this project are ongoing.

CHAPIN ROAD

Project consisted of acquiring of 1 parcel for bridge improvements in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in 2019.

ALBERTA ROAD

Project consisted of the acquisition of 1 parcel for the expansion of Lift Station 42 in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in 2019.

CANTON ROAD

Project consisted of acquiring of one parcel for drainage improvements in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in August 2020.

Completed: Various Dates

Scope: ROW Services - Negotiation, Title Curative, Closing

Project Team:

Raul Garcia Jr., PE, CFM

Reference

Mardoqueo Hinojosa, PE

City Engineer

City of Edinburg

956.388.8210

mhinojosa@cityofedinburg.com

SIMILAR PROJECT EXPERIENCE

On-Call Engineering Services

City of Bulverde | Bulverde, TX



As the City Engineering Consultant for Bulverde, Halff uses our full range of technical skills to provide comprehensive engineering services for the City's municipal engineering needs. Most work is done on a time/materials basis with an approved fee schedule. The primary service performed is the development of reviews, including drainage/stormwater management plans, plat reviews, traffic impact analysis (TIA) reviews, and construction plan reviews. Drainage plan reviews include a review of detention calculations, as well as complex hydrologic and hydraulic model reviews. Halff has also provided street maintenance inspections, developed a three-year Street Maintenance Plan, and created a work plan including specifications and bid packages. Halff's engineers also routinely perform infrastructure **construction inspections** for City facilities that private developers are building.

Halff also extended our design services into the design of the Police Headquarters where we provided MEP, civil, and surveying services.

Additionally, the Halff team provides **land development construction observations** for QA/QC on roadway, drainage, and utility construction projects in the City. These include a review of **construction documents** to verify the contractor's compliance with the design, overseeing field material testing, logging and recording all inspection reports, and running pre-construction meetings and final walkthroughs. Additional inspection responsibilities include SWPPP inspections, lime treatment of subgrade, base material placement and compaction, asphalt, rebar, and form inspection, concrete inspections, trench backfill and compaction, traffic control, and tree protection.

Completed: Ongoing

Scope: H&H Analysis, Transportation/Traffic Analysis, Planning and Design, Floodplain Development Permit Review, Reviews (Drainage, Site Plan), Value Engineering, Survey, Bid Assistance Services, Construction Administration and Inspection, Stormwater Management Inspection and Design, Public Outreach

Project Team: Marcos Diaz, PE, LGPP, Josh Logan, PE, CFM; Cameron Vester, PE; Alex Reyna, Jr., PE, LGPP

Reference

Timothy Parker
Director of Public Works
City of Bulverde
830.380.3049
tparker@bulverde.gov



Completed: September 2022

Scope: Civil Engineering, Structural Engineering, Electrical Design, Bidding, Construction Administration Services

Project Team: Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Gabriel Benavides, Jr. PE

Reference

Roy Rodriguez, PE
General Manager
City of McAllen
956.681.1630
rrodriguez@mcallen.net

Anzalduas LPOE North-Bound Lanes Expansion

City of McAllen | McAllen, TX

Halff provided civil, structural, and electrical design as the Engineer of Record for the renovations at the Anzalduas Land Port of Entry (LPOE) in McAllen, Texas. The project was designed for the City of McAllen, General Services Administration (GSA), US Customs and Border Protection (CBP), and the Anzalduas International Bridge Board while complying with P130 US Customs and Border Protection Design Standard for US LPOE.

The project scope included surveying for design, establishing control points, and correcting the drainage at the inbound Primary Inspection Lane 1 and the Inbound Secondary Inspection Area. 12,000-lf of the concrete curb was installed, along with 3,000-lf of speed bumps. Halff also provided services for two additional northbound pre-inspection canopies and additional inspection booths with canopies for the two additional lanes. Primary inspection components included LPR and RPM systems that were designed with required conduits and foundations. Wastewater services were provided to capture condensate lines discharge of existing and proposed AC units located on booths.

Approximately 32,800-sf of paving improvements were provided for the two additional inspection lanes and 1 by-pass lane. Signage and striping were also included to match the existing LPOE design and current standards. Removal of two existing high mast illumination poles was required to accommodate improvements. The two poles were relocated with new foundations and installed west of inspection lanes. The storm water for the proposed improvements and surface flow into a proposed swale that connects to an existing drain ditch and detention facility within the LPOE property and ultimately outfalls to the City of McAllen drainage system.

Bidding and Construction Administration Services included preparation of the bid set, development of Addenda, responding to bid questions, attending the prebid conference, and a bid analysis for TxDOT. The Halff team also attended daily site visits, monthly Owner/Engineer/Contractor progress meetings, performed submittal reviews, responded to Requests for Information (RFIs), reviewed pay applications, and performed closeout procedures.

Bicentennial Boulevard Extension

City of McAllen | McAllen, TX



This project extended Bicentennial Boulevard from Trenton Road 2.86 miles north to SH 107. **Halff developed both the construction documents and technical specifications for the project.** This project aimed to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. This project involved the **construction of a new four-lane undivided urban roadway**, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier. The project was led by the City of McAllen and overseen by the Texas Department of Transportation (TxDOT) Pharr District.

Halff reviewed the contractor's bids during the bidding phase and developed the bid summaries for the City. Once under construction, Halff was responsible for running the Owner/Engineer/Contractor monthly meetings, reviewing submittals, addressing RFIs, reviewing the monthly application for payments, processing change orders, reviewing TxDOT material on hand summaries, reviewing TxDOT Buy America forms, and performing monthly site visits. Halff also assisted the City during the closeout by conducting a final punch list of pending items and preparing the final reconciliation change order and record drawings.

Completed: February 2022

Scope: Environmental, Survey, Utility Coordination, Civil Engineering Design, Structural Design, Landscape Architecture, Bidding, Permitting, Construction Administration

Project Team: Raul Garcia, Jr. PE, CFM; Marcos Diaz, PE, LGPP; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Mark Cantu, EIT; Benjamin Luna, PE, LGPP

Reference

Eduardo Mendoza, PE
Director of Engineering
City of McAllen
956.681.1150
edmendoza@mcallen.net

Sprague Road Interceptor Sewer

McAllen Public Utility | McAllen, TX



Halff was involved in the Sprague Road Interceptor, a deep, gravity wastewater line and is the first phase of an overall project to serve the subdivisions and Colonias within the project area. Before starting the design, Halff developed an Engineering Feasibility Report for the Interceptor and a separate PER for the proposed lateral trunk lines. Halff 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. Halff ran a model of the sewer interceptor using Bentley SewerCAD to calculate the hydraulic grade line. Coordination with local regulatory agencies was critical to provide a smooth and successful project, 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.

To the extent possible, existing available rights of way will be utilized for the proposed alignment to minimize land acquisition costs. 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 of servicing this area with wastewater collection and treatment services. This interceptor main is considered the first phase of the project and 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-inch to 48-inch diameter pipe. Once this interceptor main is constructed, branch mains and collection systems will be designed and constructed to provide the necessary first-time wastewater collection and treatment services to The Colonias and other subdivisions in this area.

Completed: March 2021

Scope: Surveying, Environmental, Civil Engineering

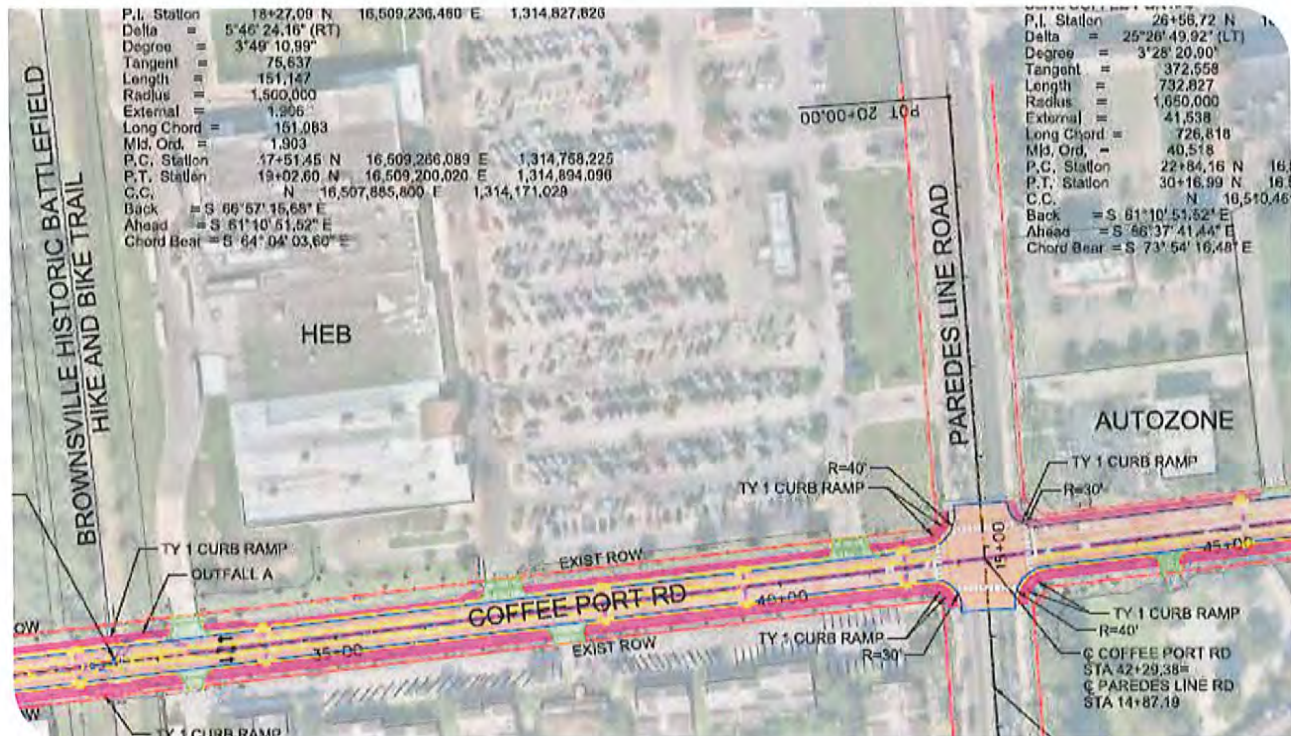
Project Team: Raul Garcia, Jr. PE, CFM; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Kristina Leal, PE, CFM

Reference

Mark Vega, PE
General Manager
McAllen Public Utility
956.681.1630
mvega@mcallen.net

2020 CIP Street Improvements

City of Brownsville | Brownsville, TX



Built in the 1940s as a two-lane rural cross-section, concrete panel roadway, this two-mile section of pavement has taken on numerous asphalt overlays and shoulder widenings and is considered an important East-West neighborhood collector for the residents and businesses of North Brownsville.

The current design parameters include reconstructing the entire roadway bed and developing a roadway section that incorporates curb and gutter with a wider width for three to four travel lanes, including sidewalks and a multi-use path. This approximately \$13.5M project includes the necessary enclosed stormwater system. The relocation and up-sizing of water distribution and wastewater collection pipelines will also be included as part of this Joint-Bid Contract. All improvements are proposed to remain within the existing 80 feet of ROW. This project was part of the General Engineering Services On-Call contract.

Completed: Design in Progress

Scope: Surveying, Engineering
Design, Bidding, Construction
Phase Services

Project Team:

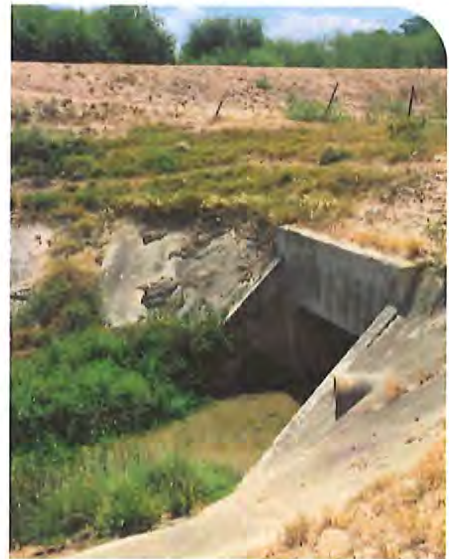
John Clint, PE; Marcos Diaz, PE,
LGPP

Reference

Doroteo Garcia, Jr.
Assistant City Engineer
City of Brownsville
956.548.6005
doroteo.garcia@brownsvilletx.gov

City of Alton Master Drainage Plan

City of Alton | Alton, TX



The City of Alton took a proactive approach to planning future drainage improvements and requested planning funds from the Texas Water Development Board (TWDB) to prepare a master drainage study to identify areas with high risk of flooding and develop a comprehensive evaluation of the existing drainage conditions throughout the City. The Halff team collected a comprehensive inventory of existing drainage data and developed accurate flood modeling simulations using InfoWorks ICM (Integrated Catchment Modeling), a software tool that helps engineers verify flood prone areas and evaluate improvements to incorporate into the City's drainage Capital Improvement Project (CIP) plan.

Halff analyzed the entire City drainage system within a single model, including hydrology, channel flow, pipe flow, and overland flow. Flood simulations included 2D analysis of how overbank spills could be conveyed over flat terrain and identifying realistic flow paths and ponding locations. Halff developed conceptual alternatives for five different flood-prone areas identified through the existing conditions model and confirmed by the City of Alton staff. These alternatives were evaluated within the model, and cost estimates were derived for prioritization within the City's drainage CIP.

During the development of the project, the City of Alton endured a significant storm event that compared to a 25-year storm, and Halff's models accurately simulated the storm and flooding conditions, giving the City of Alton further confidence in the models and the viability of the proposed drainage CIP projects. The highest priority project was later awarded construction funding by the TWDB in the 2019 CWSRF program.

Completed: November 2018

Scope: H&H Analysis, Drainage Improvements, Floodplain Mapping, InfoWorks ICM, 2D Modeling, GIS Inventory and Database Development, Alternatives Analysis, Cost Estimating, CIP Prioritization, Agency Coordination

Project Team: Raul Garcia, Jr. PE, CFM; Kristina Leal, PE, CFM; Marcos Diaz, PE, LGPP

Reference

Jeff Underwood
City Manager
City of Alton
956.432.0760
jeff.underwood@alton-tx.gov

City of Schertz On-Call Engineering Services

City of Schertz | Schertz, TX



Since October 2019, the Halff has been utilized for a varied rotation of tasks due to the diverse skill sets offered by the team. Smaller, fast-paced work orders include preparation of CLOMRs, an Atlas 14 Update for the City and its ETJ, as well as entrance signage enhancements to the IH-35 NEX project within the Schertz city limits. The contract is also used for construction inspection services under hourly not-to-exceed work authorizations. Two large roadway and utility projects were assigned based on our ability to perform the design on an accelerated schedule.

Lookout Road (Under Construction)

A complete reconstruction of Lookout Parkway from Doerr Lane to Schertz Parkway (0.9 miles) was designed along with the up-sizing of an existing wastewater to 18" wastewater line (3,400 LF) for the North portion of the Tri-County Industrial Zone. This project was performed in two Cities (Schertz and Selma) under an Interlocal Agreement (ILA) which required close coordination of Industrial traffic from both cities and Residential/Retail traffic from Selma. Additionally, the project included the traffic circulation study for this highly traveled Industrial intersection along with the necessary design for newly warranted and installed traffic signal improvements.

Schertz FM 1518 Utility Relocations (Under Construction)

Joint-bid project with TxDOT that widens FM 1518 from FM 78 to IH-10 E, design includes 27,045 feet of waterline (6-inch to 12-inch diameter) and 2,768 feet of wastewater lines (8-inch to 10-inch diameter). The Public Works team has been successful with coordinating necessary improvements for the abutting JBSA Randolph and necessary water and wastewater connections to the federal facility.

Tri-County Parkway (Completed)

Project consisted of reconstruction of Tri-County Parkway from Corridor Parkway to FM 3009 to include full depth reconstruction of 42-foot flexible pavement section and a section of Lookout Rd as well as up-sizing and replacing the existing 8-inch sewer line to an 18-inch sewer line.

Completed: Ongoing

Scope: Roadway Reconstruction, Traffic Signal, Sewer Rehabilitation, Survey, SUE, Construction Administration

Project Team:

Raul Garcia, Jr. PE, CFM; Marcos Diaz PE, LGPP; Josh Logan, PE, CFM; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Michael Hammack, Samantha Kashcel, LGPP; Alex Reyna Jr., PE, LGPP

Reference

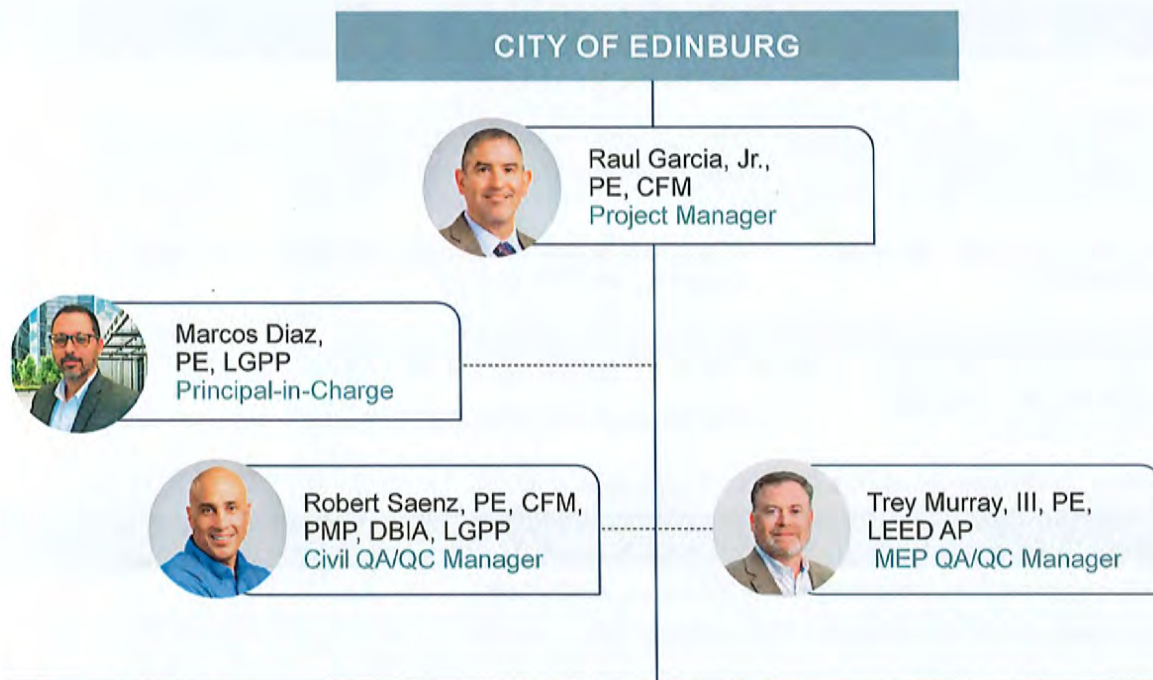
John Nowark, PE
Assistant City Engineer
City of Schertz
210.619.1825
jnowak@schertz.com

3. Team Member Qualifications and Experience

PROJECT TEAM

ORGANIZATIONAL CHART

Team member resumes for the individuals below begin on **page 19**.



Technical Staff

Street Infrastructure Evaluation and Improvements

Benjamin Luna, PE, LGPP

Pavement Management and Improvements

John Clint, PE

Utility Infrastructure Evaluation and Improvements

Kristina Leal, PE, CFM

Erosion and Sediment Control Design

Mark Cantu, EIT

Water and Wastewater Evaluation and Improvements

Kristina Leal, PE, CFM

Structural Engineering (Improvements and Design)

Cameron Vester, PE

Hydrology and Hydraulics

Josh Logan, PE, CFM

Elmer Hinojosa, PE

Transportation Evaluation

Chris Caron, PE

Traffic Engineering Services

Alex Reyna Jr., PE, LGPP

Traffic Signal Design

Alex Reyna Jr., PE, LGPP

Environmental Engineering Services

Samantha Kaschel, LGPP

Civil Engineering

Roxie De La Cruz, PE

Mechanical, Electrical, Plumbing (MEP)

Engineering Services

Gabriel Benavides Jr., PE

Subsurface Utility Engineering (SUE)

Michael Hammack, PE

PROPOSED TEAM PROJECT EXPERIENCE WITH 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; Gabriel Benavides, Jr. PE; Mark Cantu, EIT
U.S. Highway North 281 Water Distribution System Improvements	Raul Garcia, Jr., PE, CFM; Gabriel Benavides, Jr. PE; Mark Cantu, EIT; Benjamin Luna, PE, LGPP
Bicycle and Pedestrian Master Plan	Raul Garcia, Jr., PE, CFM
U.S. Highway North 281 - Additional Waterline Improvements	Raul Garcia, Jr., PE, CFM; Mark Cantu, EIT
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; Trey Murray, III, PE, LEED AP
South Middle School Cafeteria Expansion	Raul Garcia, Jr., PE, CFM



RESUMES



ROLE

Project Manager

EXPERIENCE

24 Years

EDUCATION

BS, Agricultural Engineering,
Texas A&M University

REGISTRATIONS

Professional Engineer:
Texas #94855

CERTIFICATIONS

Certified Floodplain Manager:
Texas #0954-06N

Raul Garcia, Jr., PE, CFM

Raul currently serves as a Senior Project Manager 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.

REPRESENTATIVE PROJECT EXPERIENCE

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 Water Distribution System Improvements, Edinburg, TX.

Team Leader responsible for the water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements. The distribution system improvements consists of removing existing PVC (approximately 27,000-lf) and AC lines (approximately 9,500-lf), and replacing them with approximately 45,000-lf of 8-inch and approximately 17,500-lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building housing the booster pumps that would feed a proposed elevated storage tank to be designed by others.

McAllen Foreign Trade Zone, Warehouse Development, McAllen, TX.

Project Manager for this project consisting of a 6.70-acre site that will be utilized for a warehouse development. The planning phase for this project consisted of coordination with the owner, the City of McAllen, Hidalgo Drainage District, and Hidalgo County in order to optimize the most efficient warehouse design that will accommodate for the storm runoff provided by the proposed development into the adjacent drainage ditch. Data acquisition and topographic surveying were conducted to identify existing conditions and issues of concern to proceed into design phase. Paving improvements included 13,610 square yards of new concrete pavement and 4,190 square yards of new asphalt pavement.



Marcos Diaz,
PE, LGPP

ROLE

Principal-in-Charge

EXPERIENCE

18 Years

EDUCATION

BS, Civil Engineering, Texas A&M University - Kingsville

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #107249

Local Government Project Procedures Certified: #85070

Marcos brings experience in managing, planning, designing, and construction of projects for private and public entities involving transportation, land development, H&H analysis, storm drainage design, water/wastewater design, and preparation of construction documents including plans, specifications and engineers estimate (PS&E). He has gained experience implementing locally let projects starting with the PS&E stage and progressing through design and plan development, ROW acquisition, utility relocation, letting, contracting, and construction.

- **City of Eagle Pass, On-Call Engineering Services, Eagle Pass, TX.** Project Manager responsible for civil engineering projects throughout the City, as well as performing development and plat reviews as needed, and allocating resources to support City staff during construction with an inspector.
- **Brasfield & Gorrie, San Antonio US Federal Court House, San Antonio, TX.** Project Manager responsible for the civil design of the federal courthouse built as a Design-Build project.
- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Manager responsible for leading the 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107 and coordinating with the Client, several City departments, McAllen Public Utility, TxDOT, and Hidalgo County Drainage District during the planning and design phase.



Robert Saenz,
PE, CFM, PMP,
DBIA, LGPP

ROLE

Civil QA/QC Manager

EXPERIENCE

38 Years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #82072

Certified Floodplain Manager: Texas #0256-00N

Local Government Project Procedures Certified: #044540

Project Management Professional: #3163483

Design Build Institute of America Certified: #D-3958

Robert brings experience in civil engineering, planning, design, project management, and construction management for public and private clients. His extensive work with city, county, state, and federal agencies has given him insight into feasibility analysis, preliminary engineering, and project financing.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Engineer responsible for assisting with the waterline and water distribution system improvements along highway 281, between SH 186 and FM 490.
- **Port of Corpus Christi Authority, Rincon Road and Cut-Off Road Improvements, Corpus Christi, TX.** QA/QC Manager responsible for the quality control of this project which consisted of the 1.5-mile reconstruction of Rincon Road from the Joel Fulton International Trade Corridor, to the end of the roadway at the PCCA maintenance facility.
- **McAllen Public Utility, Bicentennial Extension Water and Wastewater - Irrigation Siphon Improvement, McAllen, TX.** Team Leader responsible for the planning phase of this project, which included providing the horizontal and vertical alignment and drainage design for the road.



Trey Murray, III,
PE, LEED AP

ROLE

MEP QA/QC Manager

EXPERIENCE

30 Years

EDUCATION

BS, Mechanical Engineering, University of Texas

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #87004

LEED Accredited Professional

Trey has experience in all aspects of MEP engineering, design, and construction management for commercial, institutional, industrial, and educational facilities. Trey has extensive experience in sustainable design with a focus on energy efficient HVAC and building systems. He has been the Mechanical Engineer of Record for eight LEED certified projects.

- **Hidalgo County, New County Courthouse, Edinburg, TX.** MEP Project Manager and Mechanical Engineer of Record for a new, 420,800-sf Justice Facility for the County. The 7-story facility includes 31 courtrooms, detention areas, clerks' offices, law library, jury selection assembly spaces, cafeteria, and public spaces.
- **Brasfield & Gorrie, San Antonio US Federal Court House, San Antonio, TX.** QA/QC Manager responsible for the quality control of the federal courthouse built as a Design-Build project which includes a 4-story building comprised of courtrooms, offices, detention spaces, and support areas inclusive of an atrium.
- **Pharr LPOE, Refrigerated Inspection Facility, Pharr, TX.** Quality Control Manager for Mechanical systems for a new inspection facility. The facility was split into two primary areas that included a 13,800-sf administrative area for CBP that also housed a USDA testing lab and a 60,800-sf cold inspection facility.



Benjamin Luna,
PE, LGPP

ROLE

Street Infrastructure Evaluation and Improvements

EXPERIENCE

7 Years

EDUCATION

BS, Civil Engineering, University of Texas at Austin

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #144803

Local Government Protect Procedures (LGPP)

Ben has worked on numerous projects for both public and private clients utilizing his knowledge of detention pond, inlet, gutter, and culvert design along with his experience in water distribution, land development, transportation and utility improvements, park projects, and construction management and inspection

- **City of Edinburg, US Highway North 281, Edinburg, TX.** Civil 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 McAllen, Bicentennial Boulevard, McAllen, TX.** Deputy Project Manager responsible for project oversight of the extension of Bicentennial Boulevard from SH 107 to Trenton Road. Designed and refined water, storm water, waste water, roadway profile, and traffic noise barrier improvements. Coordinated roadway improvements with The City of McAllen, TxDOT, HCDD1, Hidalgo County Water Improvement District No. 3 and local utility entities.



John Clint,
PE

ROLE

Pavement Management and Improvements

EXPERIENCE

30 Years

EDUCATION

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATIONS

Professional Engineer: Texas #85417

John has experience in water and wastewater planning and design, storm drainage and roadway design, water distribution system modeling, master plan development, civil site design, and construction management and has extensive experience with local, state, and federal funding and regulatory agencies. John also has two years of experience in geotechnical investigations, construction materials testing engineering, and construction inspection.

- **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.
- **Brownsville Public Utility Board, WWTP Vector Truck Facility Improvements, Brownsville, TX.** Project Manager responsible for civil site design and construction administration of Vector Truck Disposal Facility expansion.



Kristina Leal,
PE, CFM

ROLE

Utility Infrastructure Evaluation and Improvements;
Water and Wastewater Evaluation and Improvements

EXPERIENCE

26 Years

EDUCATION

MS, Civil Engineering, University of California at Berkeley
BS, Civil Engineering, Massachusetts Institute of Technology

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #94759

Certified Floodplain Manager: Texas #0943-06N

Kristina brings municipal experience in civil engineering, planning, design, and project management for public agencies and experience in construction management for both public and private clients. This has given her insight into feasibility analysis, preliminary engineering, and project financing.

- **Hidalgo County Drainage District No. 1, New Administration Building, Edinburg, TX.** Construction Manager for a new 10,000-sf administration building as part of an existing facility. The project will consist of private offices, open office areas, breakroom, and conference room facilities for the engineering and administrative staff.
- **Hidalgo County Precinct 1, Flood Assessment, Hidalgo County, TX.** Project Engineer responsible for developing existing conditions models in ICM to identify problem areas and developed proposed conditions models with projects.
- **City of Mission, W&I Resort Water Line Improvements Project, Mission, TX.** Project Manager responsible for the preparation of plans and construction documents to construct a 6-inch water line system along Oleander Street to replace an existing waterline that is failing, the construction of a parallel 8-inch line with two fire hydrants, and the stub out for the future extension of this 8-inch line.



Mark Cantu,
EIT

ROLE

Erosion and Sediment Control Design

EXPERIENCE

4 Years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS

Engineer in Training: Texas #71336

Mark is a Graduate Civil Engineer with experience in the public and private sectors. He has worked on several projects that have included drainage improvements, flood assessments, and roadway design for a multitude of clients.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Designer responsible for the design 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 forces the removal of existing water lines conflicting with proposed highway improvements.
- **City of McAllen, Daffodil Avenue Roadway Improvements, McAllen, TX.** Lead Engineer responsible for civil engineering tasks for the expansion of Daffodil Avenue from a two-lane collector to a four-lane minor arterial. This project will include approximately one mile of roadway improvements from Taylor Road to North Ware Road.
- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Engineer for this project which consists of a 2.86-mile extension of Bicentennial Boulevard from Trenton Road to SH 107 and involved the construction of a new four-lane undivided urban roadway. Construction documents and technical specifications were developed for the project.



Cameron Vester,
PE

ROLE

Structural Engineering (Improvements and Design)

EXPERIENCE

14 Years

EDUCATION

MS, Civil Engineering, Rice University

BS, Civil Engineering, Rice University

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #128858

Cameron has structural experience designing and managing various projects. These projects include industrial, commercial, municipal, bridge, landscape and civil structures for private, federal and municipal clients. His design experience includes the use of a wide variety of construction materials including reinforced concrete, structural steel, reinforced masonry, light gage metal framing and timber. He also has an extensive knowledge in 3-dimensional technologies and design methods allowing for reduced construction errors and improved field accuracy.

- **City of McAllen, 2018 Bond Drainage Projects, McAllen, TX.** Project Manager and Design Engineer for channel rehab project. The channel rehab includes four crossings consisting of three, three-barrel RCB culverts and one prefabricated pedestrian crossing. Halff is assisting the City of McAllen with revamping four vehicular bridges crossing the Bicentennial Blue Line Ditch along Bicentennial Boulevard.
- **North Texas Municipal Water District, Water Systems Center, Wylie, TX.** 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.



**Josh Logan, PE,
CFM**

ROLE

Hydrology and Hydraulics

EXPERIENCE

23 Years

EDUCATION

ME, Civil and Environmental Engineering,
Cornell University

BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #10005

Certified Floodplain Manager: Texas #3758-19N

Josh works on a wide variety of projects including large-scale H&H studies, land development, Master Drainage Plans, utility rehabilitation and relocation, erosion control design, and transportation projects, though his primary focus is in flood mitigation analysis and drainage infrastructure design. He manages the planning, detailed design and PS&E preparation, and construction management phases of several capital improvement projects.

- **City of Alton, Master Drainage Plan, Alton, TX.**
Task Leader responsible for overseeing team's H&H analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas using funds from the TWDB's Clean Water State Revolving Funds (CWSRF) program. Team developed a 2D H&H model to simulate the existing and proposed flood risk across the City of Alton ETJ using Infoworks ICM.
- **City of Harlingen, American Rescue Plan of 2021, Harlingen, TX.** H&H QA/QC Manager responsible for the development of a 2-D stormwater runoff model for an approximately 1.4 square mile area to analyze existing and proposed conditions using XPSWM software. The analysis included the development of three possible detention pond options to mitigate flood risk in the surrounding area.



**Elmer Hinojosa,
PE**

ROLE

Hydrology and Hydraulics

EXPERIENCE

5 Years

EDUCATION

BS, Civil Engineering, University of Texas Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #149283

Elmer currently serves as a Water Resources engineering for the McAllen office. He has been involved in different hydrologic and hydraulic studies, master drainage plans, and design level modeling projects. His modeling experience includes hydrologic modeling, 1D/2D open-channel modeling, and 1D/2D urban drainage modeling.

- **City of McAllen, Master Drainage Plan Update, McAllen, TX.** Project Manager for the project that includes, but is not limited to, data collection, hydrologic and hydraulic analysis using HEC-1/HEC HMS software or other methods acceptable to the City, flood hazard assessments, and stakeholder engagement. Additional tasks include survey and field investigation of existing infrastructure and prioritization of identified problems based on the potential for successful flood mitigation.
- **Hidalgo County Drainage District No. 1, Delta Region Flood Mitigation, Hidalgo County, TX.** Engineer responsible for the comprehensive 1D/2D flood modeling evaluation of existing drainage conditions and proposed flood mitigation solutions for the towns of Edcouch, Elsa and La Villa in Hidalgo County. This analysis follows a 50-year flood that occurred in June 2019. Analyzed entire drainage system, including 50 miles of open channels and 70 culvert crossings within a 50 sq mi drainage area.



Chris Caron, PE

ROLE

Transportation Evaluation

EXPERIENCE

35 Years

EDUCATION

BS, Civil Engineering, Texas A&M University
BA, Mathematics, Southwestern University

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #80168

Chris worked for more than 30 years at TxDOT serving in a variety of positions before retiring as the Corpus Christi (CRP) District Engineer. During his time at TxDOT, Chris has worked on an array of different types of projects in both urban and rural areas from maritime to freeway upgrades to environmental remediation to construction of large segmental bridges.

- **City of Corpus Christi, Waldron Road, Corpus Christi, TX.** Provided surveying, engineering, bidding and construction administration services for this concrete panel replacement project for Waldron Road (SPID to Purdue) in the Flour Bluff area of Corpus Christi.
- **City of Corpus Christi, Waldron Road, Corpus Christi, TX.** Provided complete reconstruction of Wildcat Drive, including full depth pavement replacement, selective storm sewer and inlet improvements, pipe-bursting of existing wastewater lines, gas line replacement, and waterline replacement. Coordination with the City of Corpus Christi and Calallen High School was a priority as the roadway is a primary collector for school buses to and from the high school.



Alex Reyna, Jr., PE, LGPP

ROLE

Traffic Engineering Services and Traffic Signal Design

EXPERIENCE

20 Years

EDUCATION

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #101243
Local Government Project Procedures (LGPP)

Alex has experience in a wide variety of traffic engineering work, such as traffic impact analyses, signal warrant studies and design, signal timing, microscopic traffic simulation modeling, and signing and pavement marking plans. He has worked for various Central Texas clients, including the Central Texas Regional Mobility Authority (CTMRA) General Engineering Consultant (GEC) Team. He managed multiple consultants for the MoPac Express Lanes construction and Toll Operations Plan. As part of the GEC team, Alex assisted with traffic operations issues, such as creating the Traffic Management Center and connecting every camera along CTRMA's facilities.

- **City of Pflugerville, Traffic Signal Management, Pflugerville, TX.** Task Leader responsible for projects traffic signal design and intersection studies that required a detailed field inventory, coordination with City, traffic signal plans, signal layout sheets, elevation sheets, quantity estimates and pavement marking plans for the intersection of Weiss Lane and Pleasanton Parkway. Additionally, an intersection traffic study was performed at Heatherwilde Boulevard and Settlers Valley Drive, which included data collection; field observation; intersection analysis; and traffic signal warrants. Synchro traffic analysis software was used to address concerns expressed by City Staff.



**Samantha
Kaschel, LGPP**

ROLE

Environmental Engineering Services

EXPERIENCE

11 Years

EDUCATION

BS, Environmental Studies, Austin College

REGISTRATIONS | CERTIFICATIONS

Local Government Project Procedures (LGPP)

Samantha has spent her entire career at Halff in environmental consulting and manages a team of natural resources, cultural resources, and NEPA professionals. She has worked directly with local governments and Texas Department of Transportation (TxDOT) districts statewide to scope projects, identify critical path items, develop milestone schedules, effectively supervise technical specialists, and implement QA/QC procedures to deliver quality documentation. She has successfully completed NEPA documentation (CEs and EAs) for transportation projects on behalf of FHWA, TxDOT, and other transportation agencies.

- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Environmental Project Manager responsible for evaluating the extension of Bicentennial Boulevard on new location for a distance of approximately 2.86-miles, from SH 107 to Trenton Road. Guided the City of McAllen through the NEPA process and partnered with TxDOT to so that appropriate NEPA documentation was produced.
- **TxDOT Pharr District, SH 68 Projects, Hidalgo County, TX.** Environmental Scientist for the project that involves the construction of SH 68 on new location for a distance of approximately 22 miles, from I-2/US 83 to I-69/US 281. Involvement includes assessments for and preparation of Final Environmental Impact Statement sections for hazardous materials, community impacts, noise impacts and air impacts.



**Roxxie De La
Cruz, PE**

ROLE

Civil Engineering

EXPERIENCE

9 Years

EDUCATION

BS, Civil Engineering, University of Texas
Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #137892

Roxxie has engaged in the development of engineering Stormwater Pollution Prevention Plans (SWPPP), cost estimates, drainage reports, subdivision plats, and the development of construction/design plans and specifications for civil projects involving sanitary sewer and water, drainage, erosion control, paving and dimension, and utility relocations. Roxxie has taken on the role of assisting in construction administration tasks when required by the client, as well as attended construction meetings and site visits.

- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Engineer responsible for the design of a 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107. Coordination with the client, several City of McAllen's departments, McAllen Public Utility, TxDOT, and Hidalgo County Drainage District was required during the planning and design phase. The planning phase consisted of providing preliminary horizontal & vertical alignment and drainage design of the road for discussion among all entities.
- **Cameron County, Isla Blanca Park Gulf Side Improvements, South Padre Island, TX.** Engineer responsible for assisting with the preliminary design for the proposed site. In 2016, the County started a park master planning process that would refurbish, re-energize, and re-brand the Park on the southern tip of South Padre Island.



**Gabriel Benavides,
Jr., PE**

ROLE

Mechanical, Electrical, Plumbing (MEP) Engineering Services

EXPERIENCE

17 Years

EDUCATION

BS, Electrical Engineering, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #119255

Gabriel 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 building large water and wastewater facilities. Gabriel has a proven track record of verifying compliance with industry standards and incorporating considerations of reliability, redundancy, energy efficiency, and climate consciousness into his designs.

- **Hidalgo County Commissioner's Court, Hidalgo County Courthouse, Hidalgo County, TX.** QA/QC Manager responsible for MEP design, electrical, and ICT systems. This new high-rise building consisted of a 7-story, 368,000-sf building design to accommodate district and County courtrooms, one court of appeals, district and County clerks, jury services, public defender and indigent defense, Hidalgo County Bar Association, detention spaces and holding area, and a shell space for six additional future courts.
- **Brownsville Public Utilities Board (BPUB), Annex Building, Brownsville, TX.** MEP/ICT Project Manager responsible for the planning, coordination, and design of the project. 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).



Michael Hammack

ROLE

Subsurface Utility Engineering (SUE)

EXPERIENCE

24 Years

EDUCATION

High School Diploma, Taylor High School

Mike is the SUE Field Manager overseeing all local SUE efforts. He has experience in designating utilities using all types of geophysical prospecting equipment, locating utilities using non-destructive vacuum excavation, plan review, records requests, estimating, preparing SUE proposals and deliverables, and QA/QC. Mike is cross trained in survey, inspection, and CADD, providing a streamlined approach and cost savings to his clients, and he is willing to get his hands dirty to solve problems.

- **TxDOT Pharr District, FM 510 SUE, Cameron County, TX.** SUE/Utility Coordinator for responsible SUE Levels A through D along FM 510 from FM 1847 to FM 2480 in Cameron County.
- **TxDOT Corpus Christi District, FM 893 SUE, San Patricio County, TX.** SUE/Utility Coordinator responsible SUE Levels A through D along 1.6 miles of FM 893, west of CR 79 to Westwood Drive in San Patricio County.
- **TxDOT Houston District, SH 105 (Conroe to FM 149), Cleveland, TX.** SUE/Utility Coordinator responsible for roadway improvements along SH 105 from 10th Street to 2,000 feet east of Scott Road in Montgomery County. Services included Level C/D SUE services for 275,000-lf of utilities; Level B SUE (3D) services for 700,000-lf of utilities; Level A SUE services for 120 test holes; conflict analysis on existing and proposed facilities; coordination and oversight of subconsultant utility coordination, survey, and SUE; and review of relocation plans for compliance with the UAR.

4. References

REFERENCES



Master Drainage Plan | On-Call Contract

CITY OF ALTON

Jeff Underwood

P 956.432.0760

E jeff.underwood@alton-tx.gov

509 South Alton Boulevard

Alton, TX 78573

Project: On-Call Engineering and Planning Services | Miscellaneous projects for the City of Alton under an on-call contract.

Key Personnel:

Raul Garcia, Jr., PE, CFM (Project Manager)



Bicentennial Boulevard

CITY OF MCALLEN

Eduardo Mendoza, PE

P 956.681.1150

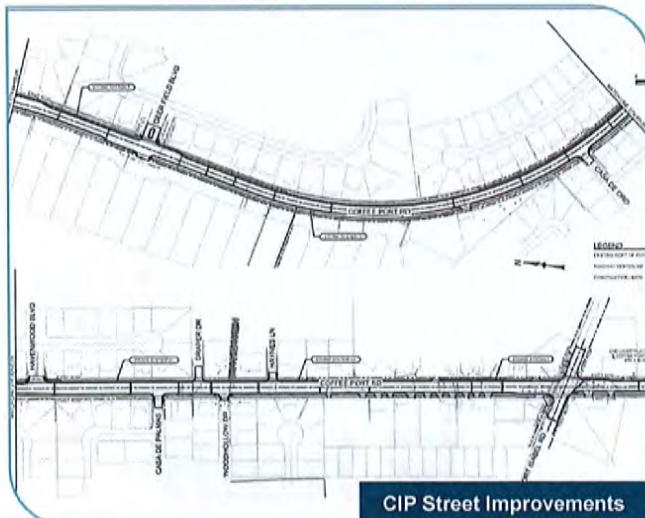
E edmendoza@mcallen.net

311 North 15th Street

McAllen, TX 78501

Project: Bicentennial Boulevard Extension | Construction of a new four-lane undivided urban roadway, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier.

Key Personnel: Robert Saenz, PE, CFM, PMP, DBIA, LGPP (Project Manager); Benjamin Luna, PE, LGPP (Deputy Project Manager); Raul Garcia, Jr., PE, CFM (QA/QC Manager); Marcos Diaz, PE, LGPP (Engineer); Mark Cantu, EIT (Engineer), Samantha Kaschel, LGPP (Environmental)



CIP Street Improvements

CITY OF BROWNSVILLE

Doroteo Garcia, Jr.

P 956.547.6808

E doroteo.garcia@brownsvilletx.gov

1034 E. Levee Street, 2nd Floor

Brownsville, TX 78520

Project: 2020 CIP Street Improvements | Roadway reconstruction and widening from two lanes to four travel lanes including sidewalks, and a multi-use path.

Key Personnel: John Clint, PE (Team Leader); Marcos Diaz, PE, LGPP (QA/QC Manager; Drainage); Robert Saenz, PE, CFM, PMP, DBIA, LGPP (Technical Advisor); Michael Hammack (SUE)

5. Insurance

INSURANCE COVERAGE

Please see our itemized insurance coverage below. In accordance with the requirements of this RFQ, we have also included our insurance certificate on page 33.

Category	Coverage
Commercial General Liability	Each Occurrence (EO) (\$2,000,000); Damage to Rented Premises - EO (\$500,000); Medical Expenses (\$25,000); Personal and ADV Injury (\$2,000,000); General Aggregate (\$4,000,000); Products - Comp/OP AGG (\$4,000,000)
Automobile Liability	Combined Single Limit - Each Accident (\$2,000,000)
Umbrella Liability	Each Occurrence (\$5,000,000); Aggregate (\$5,000,000)
Worker's Compensation	Statutory Limits
Employer's Liability	Each Accident (\$1,000,000); Each Disease - Per Employee (\$1,000,000); Each Disease - Policy Limit (\$1,000,000)
Professional Liability	Per Claim (\$1,000,000); Aggregate (\$1,000,000)

6. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Halff has read the Professional Services Agreement and will meet the prerequisite insurance requirements. Halff also requests the opportunity to negotiate some of the terms and conditions in the Professional Services Agreement.

7. Contact Information

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, LGPP**. Their contact information is as follows:

Raul Garcia, Jr., PE, CFM | Project Manager
Director of Public Works
Office Location: McAllen
rgarcia@halff.com | 956.445.5325

Marcos Diaz, PE, LGPP | Principal-in-Charge
Vice President | Operations Manager, McAllen
Office Location: McAllen
mdiaz@halff.com | 956.451.7197



INSURANCE CLAIMS AGAINST THE FIRM WITHIN THE PAST FIVE (5) YEARS

Response

Halff Associates, Inc. (Halff) employs more than 1,500 people in 33 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 4,900 active projects at any given time. Accordingly, on rare occasions, Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general insurance. Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Halff's legal counsel and Halff's insurance carriers, must remain confidential. Further, it is important to note that confidentiality requirements are often specifically addressed in settlement release documents or employee-employer privacy restrictions or pursuant to contract requirements. Due to these circumstances, Halff can only release this confidential information under specific request and with the dual understandings: (a) that any such information is and shall remain privileged and confidential, coupled with the further understanding, (b) that any such disclosure by Halff could only be provided if such confidentiality were strenuously protected by both the City of Edinburg (City) and Halff. Notwithstanding the foregoing, Halff may still be prohibited from disclosing information. Further, as this information would provide Halff's competitors with information that would not normally be shared, and such disclosure would create a competitive advantage for such competitors, Halff and City agree that any and all relevant protections (exclusions) under the Texas Open Records Act and the Freedom of Information Act (FOIA) are applicable. Further, Halff can and does affirm that Halff has never been adverse to the City of Edinburg (City) in any litigation or claims during the last ten (10) years. Halff can and does affirm, however, that there are no significant prior or ongoing matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff and its legal counsel and insurers will consider requests for specific information regarding litigation, therefore please direct any such questions through our General Counsel, Mrs. Jill Martin, at jmartin@halff.com or 214.346.6365.

CONFIDENTIAL – FOR INTERNAL CITY USE ONLY – NOT FOR DISCLOSURE

ANY AND ALL EXCEPTIONS / PROTECTIONS UNDER THE TEXAS OPEN RECORDS ACT AND THE FREEDOM OF INFORMATION ACT ARE HEREBY CLAIMED BY HALFF

SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2023

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 Greyling Ins Brokerage/EPIC 3780 Mansell Rd, Ste. 370 Alpharetta GA 30022		CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com	
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: The Continental Insurance Company INSURER C: New Hampshire Insurance Company INSURER D: Allied World Surplus Lines Insurance Co INSURER E: INSURER F:	
		NAIC # 19445 35289 23841 24319	

COVERAGES **CERTIFICATE NUMBER:** 1847101035 **REVISION NUMBER:** 23-24

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GL5856923	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA5717893	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			7034027549	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014195843	8/1/2023	8/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liability Incl. Pollution			03113813	8/1/2023	8/1/2024	Per 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)
 When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with the exception of workers compensation & professional liability where required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER Sample	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)

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Required Forms

CONFLICT OF INTEREST FORM

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:

7/16/2024

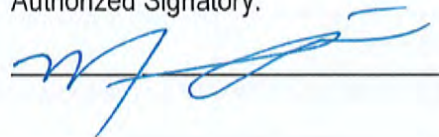
Company/Vendor Name:

Halff Associates, Inc.

Printed Name and Title:

Marcos Diaz, PE, LGPP | Vice President, Operations Manager, McAllen

Authorized Signatory:



GENERAL QUESTIONNAIRE

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: Half 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: mdiaz@half.com
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
3. Yes___ No 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?
4. Yes___ No X
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
 (years) (months)
- c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes___ No X
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.
Name: Marcos Diaz, PE, LGPP
Address: 5000 W. Military Highway, Suite 100, McAllen, Texas 78503
Telephone: 956.664.0286
Fax: 956.664.0282
Email: mdiaz@half.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

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**HOUSE BILL 89 VERIFICATION**

I, Marcos Diaz, PE, LGPP, 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:

Marcos Diaz, PE, LGPP | Vice President, Operations Manager, McAllen

TYPE/PRINT NAME AND TITLE:

7/16/2024

DATE:

SENATE BILL 13**SENATE BILL 13 VERIFICATION**

I, Marcos Diaz, PE, LGPP, 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:

Marcos Diaz, PE, LGPP | Vice President, Operations Manager, McAllen

TYPE/PRINT NAME AND TITLE:

7/16/2024

DATE:

SENATE BILL 19

SENATE BILL 19 VERIFICATION

I, Marcos Diaz, PE, LGPP, 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 regulations or a directive by a regulatory agency; or*

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Marcos Diaz, PE, LGPP | Vice President, Operations Manager, McAllen

TYPE/PRINT NAME AND TITLE:

7/16/2024

DATE:

NONCOLLUSION AFFIDAVIT

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Marcos Diaz, PE, LGPP, Authorized Representative, being first duly sworn, deposes and says that: (Name)

Authorized Representative

- (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

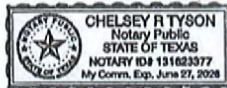


Title

Vice President, Operations Manager, McAllen

Subscribed and sworn to me this 16th day of July 2024.

By:



Notary Public



My commission expires: June 27, 2026



We improve lives and communities
by turning ideas into reality.

Halff
5000 West Military Highway, Suite 100
McAllen, TX 78503
956.664.0286
halff.com

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF
ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT
TO RFQ NO. 2024-009**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 E-MAIL: greylingcerts@greyling.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co of Pittsburg INSURER B : The Continental Insurance Company INSURER C : New Hampshire Insurance Company INSURER D : Allied World Surplus Lines Insurance Co INSURER E : INSURER F :	FAX (A/C, No):	NAIC # 19445 35289 23841 24319
INSURED Half Associates, Inc. 1201 N. Bowser Richardson, TX 75081	HALFF		

COVERAGES**CERTIFICATE NUMBER:** 1334245453**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	WC014195843	8/1/2024	8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2024	8/1/2025	Per 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)
AVO:057435| City of Edinburg/ Engineering Services Rotation 2024.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the 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

City of Edinburg
415 W. University Drive
Edinburg TX 78539

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EXHIBIT “B”



CONTRACT NO.
C-602-24

City Council Approved:

August 20, 2024

To:

Myra L. Ayala, City Manager/Marissa
Mardoqueo Hinojosa, City Engineer/Dayan
Clarice Balderas, City Secretary
Criselda Lozano, Purchasing Manager
Joe Rios, Central Files



From: *Martha Tidwell*
Martha Tidwell Legal Assistant
City Attorney's Office
Phone: (956) 388-8923
Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and Halff Associates, Inc., for Professional Engineering Services, Pursuant to RFQ 2024-009.

COMMENTS:

09-17-24 Josie, please approve.

09-17-24 Marissa, please have City Manager sign and return to me. Thank you.

09-18-24 Clarice, please attest and return all originals to me for further processing.

09-18-24 **Cris, attached is the 1295 for processing. VIA EMAIL ONLY.**

09-18-24 **Dayan, for your files. VIA EMAIL ONLY.**

09-18-24 **Joe, an original/counterpart for Central Files.**

C 602-24



MEMORANDUM

DATE: 09/17/2024
TO: Myra L. Ayala, City Manager
FROM: Mardoqueo Hinojosa, P.E., City Engineer *MH*

SUBJECT: AGREEMENT – HALFF ASSOCIATES – RFQ NO.2024-009

Agreement between the City of Edinburg and Halff Associates, Inc. for On Call Professional Engineering Services Rotation 2024-2026 Pursuant RFQ No. 2024-009.

Attachments requiring signatures:

- (1) – Agreement
- (1) – Form 1295

☒ Approved by City Council on 08/20/2024.

City Council approved final form of the agreement on _____.

☐ Approval by City Council not required

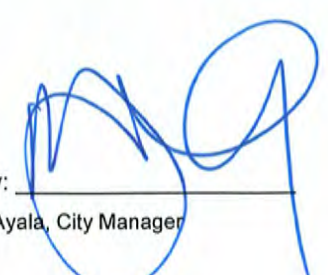
☐ Meets purchasing requirements

☐ This item is Budgeted

N/A Right-of-way Dedication Exhibits completed and valid (including insurance certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: 
Josephine Ramirez Solis, City Attorney

Approved by: 
Myra L. Ayala, City Manager

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT RFQ NO. 2024-009
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and **Halff Associates 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, professional services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and professional services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
 2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
 5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
 6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall perform the Services described in **Exhibits "A"**.
- B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional
\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII **ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI

LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII

AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

500 W. Military Hwy #100
McAllen, Texas 78503
Attn.: Project Manager

With a copy to:

1201 N. Bowser Rd.
Richardson, Texas 75081
Attn.: Legal

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of August 2024.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____

Josephine Ramirez Solis, City Attorney



HALFF ASSOCIATES, INC.

BY: _____

Raul Garcia, Jr., P.E., C.F.M.
Project Manager
5000 West Military Highway, Suite 100
McAllen, Texas 78503
Phone: (956) 445-5235
Email: rgarcia@halff.com

Attachments: Exhibit "A" RFQ 2024-009, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF
ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT
TO RFQ NO. 2024-009**



July 16, 2024

CITY OF EDINBURG

Request for Qualifications

RFQ No. 2024-9

Engineering Services Rotation



Transmittal Letter

July 16, 2024

City of Edinburg
Mr. Mardoqueo Hinojosa, PE
City Engineer
415 W. University Drive
Edinburg, TX 78539

RE: Request for Qualifications for Engineering Services Rotation – RFQ No. 2024-9

Dear Mr. Hinojosa and Members of the Evaluation Committee:

Halff is proud to serve as a partner with the City of Edinburg (City) to provide professional engineering services for various tasks on an "as needed" basis. We understand the importance of these projects for the City, and we are committed to continuing our support to the City, providing successful execution of your projects and meeting your goals. Our qualifications reflect our interest and ability to provide the City with quality engineering services.

- **Familiarity with the City of Edinburg.** Halff can provide the City with a highly qualified staff with recent and relevant experience who can provide all necessary engineering services outlined in this Request for Qualifications (RFQ). We'll use our knowledge of the City, acquired through previous projects and our current involvement in the **Sugar Road** project, to support the design and management of any construction projects granted through this RFQ. Project Manager, **Raul Garcia, Jr., PE, CFM**, along with **17 individuals** in our McAllen office, are proud residents of Edinburg and are familiar with the needs of the area.
- **Why Halff.** The Halff team possesses extensive experience in every requested service by the City. Our team has a track record of project **change orders being less than 5 percent of construction bid amounts**. Halff has experience providing construction and project management services, including constructability reviews, contract administration, cost estimating and analysis, quality control/quality assurance, scheduling and cost control, and start-up operations. Our experience encompasses horizontal projects such as roadways, drainage and utilities, as well as vertical projects such as buildings and bridges, and we have the local resources to design every aspect of these projects.

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 | **Fax:** 956.664.0280

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** for 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 | Project Manager

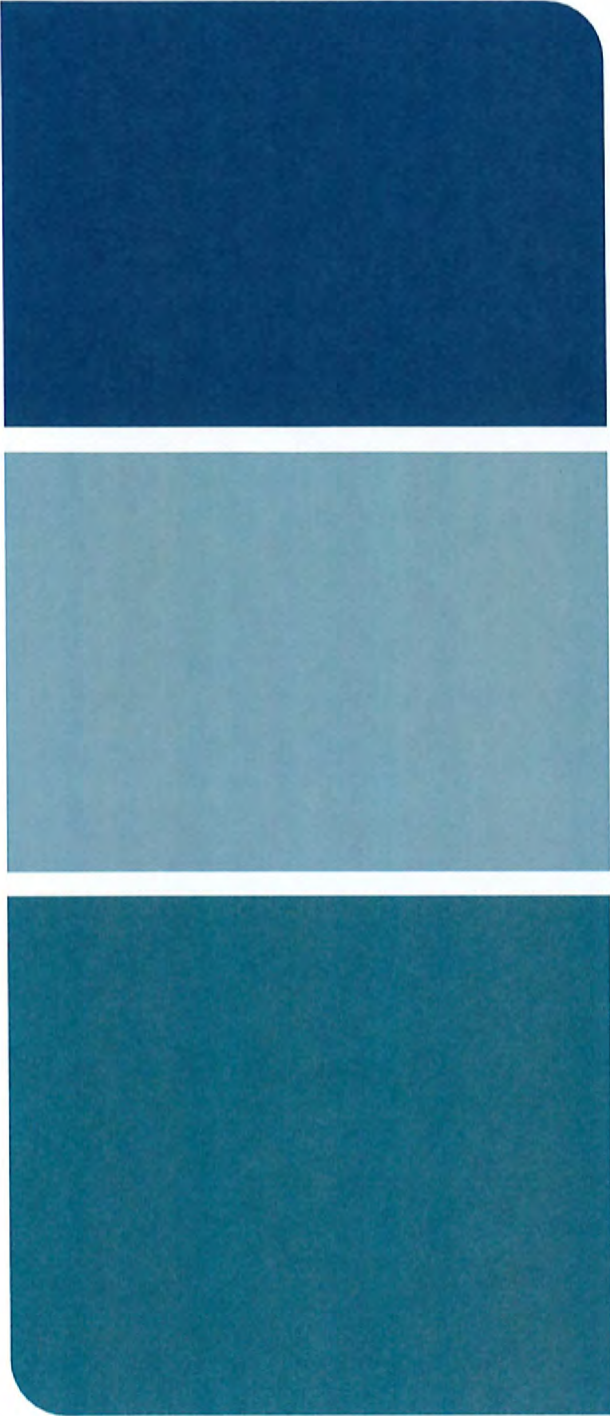


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Firm Qualifications and Experience

FIRM INFORMATION

COMPANY PROFILE

Halff is an employee-owned, full-service engineering firm headquartered in Richardson, Texas. The firm provides services throughout the Southeast from 33 offices in Texas, Arkansas, Oklahoma, Louisiana, and Florida. Halff is ranked #87 in *Engineering News-Record* magazine's list of the top 500 design firms in the United States. The firm was founded in Dallas in 1950 by Albert H. Halff, Ph.D.-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service, and commitment to quality. We are a progressive firm committed to providing value with creative solutions to design challenges.

Our people are individuals with diverse, yet complementary, professional backgrounds. Most of our professional staff began their careers with Halff directly after college and have grown in their careers knowing that our commitment to quality is the cornerstone of the firm. We know this attribute, more than any other, allows us to maintain a loyal client base. We are members of a company built on integrity, technical knowledge and commitment to client service.

Halff by the Numbers



Areas of Specialization

Halff's areas of specialization include the following:

- Broadband
- Construction Services
- Energy
- Environmental
- Flood Infrastructure Design
- Geographic Information Systems
- Geospatial
- Intelligent Transportation Systems (ITS)
- Information and Communications Technology (ICT)
- Land Development
- Landscape Architecture
- Local Infrastructure
- MEP Engineering
- Planning
- Resilience
- Right of Way (ROW)
- Structural Engineering
- SUE/Utility Coordination
- Surveying
- Transportation
- Water Conveyance and Pumps
- Water/Wastewater Treatment
- Watershed Plans and Studies

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 Austin offices. Our McAllen office has 71 professionals ready and available to serve the City of Edinburg. We have the depth of resources to provide unmatched service for the City.



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 the selection of solutions that best fit your needs

These factors will contribute to a successful project that meets your needs, goals, milestones, budget, and schedule.

Halff prides itself in acting as a trusted advisor to our clients and building relationships that make the project process run smoothly, resulting in successful completion that frequently exceeds client expectations and goals.

We have the capacity and capabilities to meet the City's engineering needs. Our team was strategically assembled to deliver the skillset needed across a variety of services, encompassing project approach and construction management plan development as well as the project close-out phase.

APPROACH TO HANDLING PART-TIME STAFFING NEEDS FOR SMALLER ASSIGNMENTS

Halff's approach to mentoring and training staff is one that challenges the staff to be independent and allows them to gain broad experience in projects and responsibilities. This is important because we can assign any task to our engineers, small or large, and they are able to carry out that task without major supervision. **In this manner, we can handle many smaller assignments successfully while only needing minimal oversight from the project manager, Raul Garcia Jr., PE.**

The key to completing a dedicated and accelerated project on time is establishing a realistic schedule everyone agrees to. Halff will prepare a detailed schedule early in the project, get "buy-in" from all parties, and keep the City informed throughout the project. **Our record of successful project management is one of the key qualifications we offer to the City.** We routinely meet project deadlines and stay within our budgets, largely attributable to the quality of the Project Managers and Designers we have on the project team. We stay in constant contact with the City's Project Manager and document all City staff input, making certain that Halff's designs meet the City's needs and expectations. This level of management and documentation results in complete, thorough, cost-effective designs that minimize unforeseen circumstances during construction.

Experience within the Past Two (2) Years with Other Governmental Agencies

Our ability to maintain the work schedule is part of what will create successful projects/tasks. Halff has a reputation for meeting the schedules that have been established by the project's owners.

Our Purpose

We improve lives and communities by turning ideas into reality.



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 continued involvement with both the client and relevant regulatory agencies.

Our technique includes using partnering sessions at the beginning of the project and obtaining commitments from project partners to expedite the decision-making and review process.

A few projects that demonstrate our ability to deliver projects on time within the past two years include:

- ✓ **City of McAllen, Bicentennial Boulevard | McAllen, TX.**
This project was scheduled to be completed in June of 2021 and was completed in February of 2021. Successful project management allowed this project to be completed **four months sooner** than anticipated.
- ✓ **Harris County Drainage District No. 1, 2018 Drainage Bond Project No. 24 | Harris County, TX.**
This project had multiple phases that were completed on time. The County Commissioner desired that this project

went underway as soon as possible. Successful project management and utilizing our in-house staff to fast-track this project resulted in being **bid three months early** and was completed **within the expected time frame**.

✓ **Rio Grande City, Street Improvements | Rio Grande City, TX.**

The project, scheduled for completion in September 2023, was successfully finished on time. Successful project management allowed for this project to be completed **within the expected time frame**.



**ON TIME
ON BUDGET**

Bicentennial Boulevard | McAllen, TX



PAST PROJECT EXPERIENCE WITH THE CITY

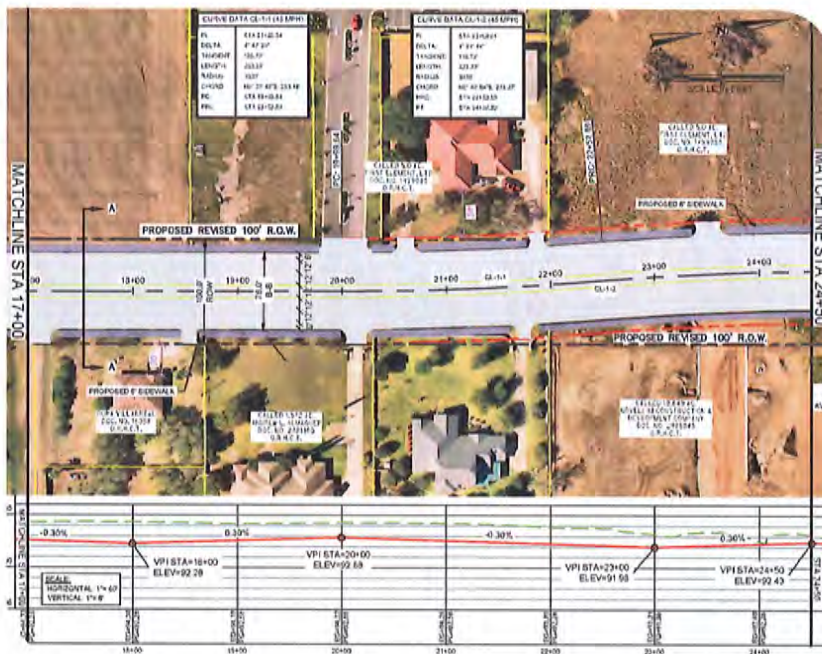
Halff has been in Hidalgo County since 1993 and in Texas since 1950. Our experienced team brings many years of combined experience of design in their fields and has overseen the construction of many projects in the Rio Grande Valley. We have a long-standing relationship with the City of Edinburg. As a firm, **Halff has completed over 35 projects with the City**. A few of those related projects are highlighted below:

Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services

City of Edinburg | Edinburg, TX

The Sugar Road schematic alignment project consisted of the layout for the proposed widening of Sugar Road from Chapin Road to Monte Cristo Road. Halff provided surveying services, including locating all surface improvements within the ROW, establishing horizontal and vertical control for design, and supplemental topography inside the ROW. Texas State Plane Coordinate System was utilized for control to allow for easily transferable data to the City. The schematic went through several iterations with City staff to determine the most cost-efficient location for widening. A final schematic layout was provided to the City of Edinburg for future budgeting purposes. Parcel surveys were also prepared for approximately 65 parcels to allow for the acquisition of additional ROW.

Halff is also providing the acquisition services for this project and working with appraisals to acquire the additional ROW. The future widening of Sugar Road will alleviate additional traffic generated from the University of Texas Rio Grande Valley, as this is a major arterial roadway to the campus.



Completed: Est. November 2024

Scope: Schematic Design, Survey, ROW

Project Team: Raul Garcia, Jr. PE, CFM; Robert Saenz, PE, CFM, PMP, DBIA, LGPP

Reference

Mardoqueo Hinojosa, PE
City Engineer
City of Edinburg
956.388.8210
mhinojosa@cityofedinburg.com

U.S. Highway North 281 Water Distribution System Improvements

City of Edinburg | Edinburg, TX



The project consists 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 forces the removal of existing water lines that were conflicting with the proposed highway improvements. The distribution system improvements consists of removing existing PVC (approximately 27,000-lf) and AC lines (approximately 9,500-lf), and replacing them with approximately 45,000-lf of 8-inch, and approximately 17,500-lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building purposed for housing the booster pumps that would feed a proposed elevated storage tank to be designed by others.

Completed: June 2023

Scope: Water Line Improvements/
Replacement, TxDOT Coordination

Project Team: Raul Garcia, Jr.
PE, CFM; Robert Saenz, PE,
CFM, PMP, DBIA, LGPP;
Gabriel Benavides, Jr. PE; Mark
Cantu, EIT

Reference

Gerardo Carmona, Jr., PE
Utilities Director
City of Edinburg
956.388.8210
gcarmona@cityofedinburg.com

Various Right of Way Acquisition Projects

City of Edinburg | Edinburg, TX



Our Halff team including Jody Gafford and Lorena Corpus has provided/ is providing right of way (ROW) acquisition services on an "as needed" basis for the City of Edinburg. The required services include, but are not limited to, appraisal review, negotiation, title coordination, project management, and administrative services. Projects under this on-call contract include:

SUGAR ROAD

Project consisted of the acquisition of approximately 60 parcels for the Sugar Road widening in Edinburg, Texas. Services include Negotiation, Title, Curative, and Closing support. Services for this project are ongoing.

CHAPIN ROAD

Project consisted of acquiring of 1 parcel for bridge improvements in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in 2019.

ALBERTA ROAD

Project consisted of the acquisition of 1 parcel for the expansion of Lift Station 42 in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in 2019.

CANTON ROAD

Project consisted of acquiring of one parcel for drainage improvements in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in August 2020.

Completed: Various Dates

Scope: ROW Services - Negotiation, Title Curative, Closing

Project Team:

Raul Garcia Jr., PE, CFM

Reference

Mardoqueo Hinojosa, PE

City Engineer

City of Edinburg

956.388.8210

mhinojosa@cityofedinburg.com

SIMILAR PROJECT EXPERIENCE

On-Call Engineering Services

City of Bulverde | Bulverde, TX



As the City Engineering Consultant for Bulverde, Halff uses our full range of technical skills to provide comprehensive engineering services for the City's municipal engineering needs. Most work is done on a time/materials basis with an approved fee schedule. The primary service performed is the development of reviews, including drainage/stormwater management plans, plat reviews, traffic impact analysis (TIA) reviews, and construction plan reviews. Drainage plan reviews include a review of detention calculations, as well as complex hydrologic and hydraulic model reviews. Halff has also provided street maintenance inspections, developed a three-year Street Maintenance Plan, and created a work plan including specifications and bid packages. Halff's engineers also routinely perform infrastructure **construction inspections** for City facilities that private developers are building.

Halff also extended our design services into the design of the Police Headquarters where we provided MEP, civil, and surveying services.

Additionally, the Halff team provides **land development construction observations** for QA/QC on roadway, drainage, and utility construction projects in the City. These include a review of **construction documents** to verify the contractor's compliance with the design, overseeing field material testing, logging and recording all inspection reports, and running pre-construction meetings and final walkthroughs. Additional inspection responsibilities include SWPPP inspections, lime treatment of subgrade, base material placement and compaction, asphalt, rebar, and form inspection, concrete inspections, trench backfill and compaction, traffic control, and tree protection.

Completed: Ongoing

Scope: H&H Analysis, Transportation/Traffic Analysis, Planning and Design, Floodplain Development Permit Review, Reviews (Drainage, Site Plan), Value Engineering, Survey, Bid Assistance Services, Construction Administration and Inspection, Stormwater Management Inspection and Design, Public Outreach

Project Team: Marcos Diaz, PE, LGPP, Josh Logan, PE, CFM; Cameron Vester, PE; Alex Reyna, Jr., PE, LGPP

Reference

Timothy Parker
Director of Public Works
City of Bulverde
830.380.3049
tparker@bulverde.gov



Completed: September 2022

Scope: Civil Engineering, Structural Engineering, Electrical Design, Bidding, Construction Administration Services

Project Team: Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Gabriel Benavides, Jr. PE

Reference

Roy Rodriguez, PE
General Manager
City of McAllen
956.681.1630
rrodriguez@mcallen.net

Anzalduas LPOE North-Bound Lanes Expansion

City of McAllen | McAllen, TX

Halff provided civil, structural, and electrical design as the Engineer of Record for the renovations at the Anzalduas Land Port of Entry (LPOE) in McAllen, Texas. The project was designed for the City of McAllen, General Services Administration (GSA), US Customs and Border Protection (CBP), and the Anzalduas International Bridge Board while complying with P130 US Customs and Border Protection Design Standard for US LPOE.

The project scope included surveying for design, establishing control points, and correcting the drainage at the inbound Primary Inspection Lane 1 and the Inbound Secondary Inspection Area. 12,000-lf of the concrete curb was installed, along with 3,000-lf of speed bumps. Halff also provided services for two additional northbound pre-inspection canopies and additional inspection booths with canopies for the two additional lanes. Primary inspection components included LPR and RPM systems that were designed with required conduits and foundations. Wastewater services were provided to capture condensate lines discharge of existing and proposed AC units located on booths.

Approximately 32,800-sf of paving improvements were provided for the two additional inspection lanes and 1 by-pass lane. Signage and striping were also included to match the existing LPOE design and current standards. Removal of two existing high mast illumination poles was required to accommodate improvements. The two poles were relocated with new foundations and installed west of inspection lanes. The storm water for the proposed improvements and surface flow into a proposed swale that connects to an existing drain ditch and detention facility within the LPOE property and ultimately outfalls to the City of McAllen drainage system.

Bidding and Construction Administration Services included preparation of the bid set, development of Addenda, responding to bid questions, attending the prebid conference, and a bid analysis for TxDOT. The Halff team also attended daily site visits, monthly Owner/Engineer/Contractor progress meetings, performed submittal reviews, responded to Requests for Information (RFIs), reviewed pay applications, and performed closeout procedures.

Bicentennial Boulevard Extension

City of McAllen | McAllen, TX



This project extended Bicentennial Boulevard from Trenton Road 2.86 miles north to SH 107. **Halff developed both the construction documents and technical specifications for the project.** This project aimed to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. This project involved the **construction of a new four-lane undivided urban roadway**, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier. The project was led by the City of McAllen and overseen by the Texas Department of Transportation (TxDOT) Pharr District.

Halff reviewed the contractor's bids during the bidding phase and developed the bid summaries for the City. Once under construction, Halff was responsible for running the Owner/Engineer/Contractor monthly meetings, reviewing submittals, addressing RFIs, reviewing the monthly application for payments, processing change orders, reviewing TxDOT material on hand summaries, reviewing TxDOT Buy America forms, and performing monthly site visits. Halff also assisted the City during the closeout by conducting a final punch list of pending items and preparing the final reconciliation change order and record drawings.

Completed: February 2022

Scope: Environmental, Survey, Utility Coordination, Civil Engineering Design, Structural Design, Landscape Architecture, Bidding, Permitting, Construction Administration

Project Team: Raul Garcia, Jr. PE, CFM; Marcos Diaz, PE, LGPP; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Mark Cantu, EIT; Benjamin Luna, PE, LGPP

Reference

Eduardo Mendoza, PE
Director of Engineering
City of McAllen
956.681.1150
edmendoza@mcallen.net

Sprague Road Interceptor Sewer

McAllen Public Utility | McAllen, TX



Halff was involved in the Sprague Road Interceptor, a deep, gravity wastewater line and is the first phase of an overall project to serve the subdivisions and Colonias within the project area. Before starting the design, Halff developed an Engineering Feasibility Report for the Interceptor and a separate PER for the proposed lateral trunk lines. Halff 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. Halff ran a model of the sewer interceptor using Bentley SewerCAD to calculate the hydraulic grade line. Coordination with local regulatory agencies was critical to provide a smooth and successful project, 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.

To the extent possible, existing available rights of way will be utilized for the proposed alignment to minimize land acquisition costs. 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 of servicing this area with wastewater collection and treatment services. This interceptor main is considered the first phase of the project and 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-inch to 48-inch diameter pipe. Once this interceptor main is constructed, branch mains and collection systems will be designed and constructed to provide the necessary first-time wastewater collection and treatment services to The Colonias and other subdivisions in this area.

Completed: March 2021

Scope: Surveying, Environmental, Civil Engineering

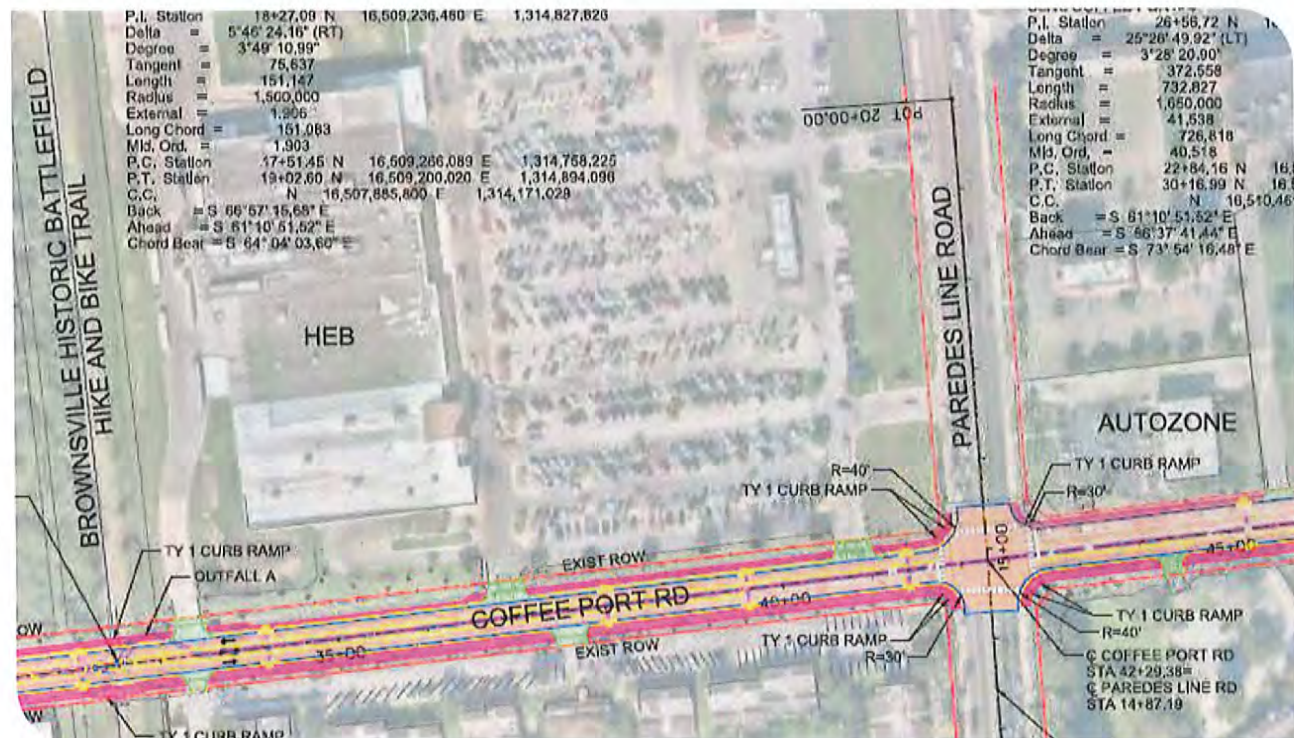
Project Team: Raul Garcia, Jr. PE, CFM; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Kristina Leal, PE, CFM

Reference

Mark Vega, PE
General Manager
McAllen Public Utility
956.681.1630
mvega@mcallen.net

2020 CIP Street Improvements

City of Brownsville | Brownsville, TX



Built in the 1940s as a two-lane rural cross-section, concrete panel roadway, this two-mile section of pavement has taken on numerous asphalt overlays and shoulder widenings and is considered an important East-West neighborhood collector for the residents and businesses of North Brownsville.

The current design parameters include reconstructing the entire roadway bed and developing a roadway section that incorporates curb and gutter with a wider width for three to four travel lanes, including sidewalks and a multi-use path. This approximately \$13.5M project includes the necessary enclosed stormwater system. The relocation and up-sizing of water distribution and wastewater collection pipelines will also be included as part of this Joint-Bid Contract. All improvements are proposed to remain within the existing 80 feet of ROW. This project was part of the General Engineering Services On-Call contract.

Completed: Design in Progress

Scope: Surveying, Engineering
Design, Bidding, Construction
Phase Services

Project Team:

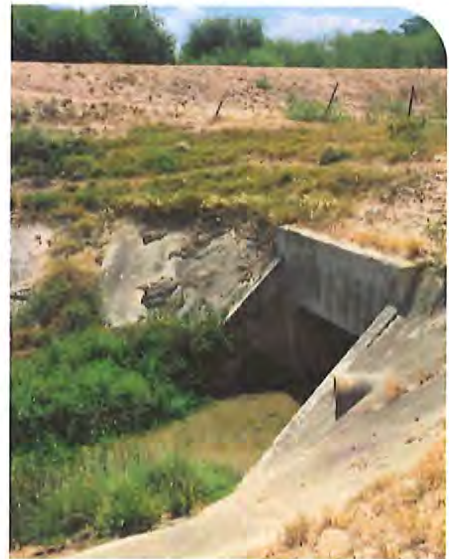
John Clint, PE; Marcos Diaz, PE,
LGPP

Reference

Doroteo Garcia, Jr.
Assistant City Engineer
City of Brownsville
956.548.6005
doroteo.garcia@brownsvilletx.gov

City of Alton Master Drainage Plan

City of Alton | Alton, TX



The City of Alton took a proactive approach to planning future drainage improvements and requested planning funds from the Texas Water Development Board (TWDB) to prepare a master drainage study to identify areas with high risk of flooding and develop a comprehensive evaluation of the existing drainage conditions throughout the City. The Halff team collected a comprehensive inventory of existing drainage data and developed accurate flood modeling simulations using InfoWorks ICM (Integrated Catchment Modeling), a software tool that helps engineers verify flood prone areas and evaluate improvements to incorporate into the City's drainage Capital Improvement Project (CIP) plan.

Halff analyzed the entire City drainage system within a single model, including hydrology, channel flow, pipe flow, and overland flow. Flood simulations included 2D analysis of how overbank spills could be conveyed over flat terrain and identifying realistic flow paths and ponding locations. Halff developed conceptual alternatives for five different flood-prone areas identified through the existing conditions model and confirmed by the City of Alton staff. These alternatives were evaluated within the model, and cost estimates were derived for prioritization within the City's drainage CIP.

During the development of the project, the City of Alton endured a significant storm event that compared to a 25-year storm, and Halff's models accurately simulated the storm and flooding conditions, giving the City of Alton further confidence in the models and the viability of the proposed drainage CIP projects. The highest priority project was later awarded construction funding by the TWDB in the 2019 CWSRF program.

Completed: November 2018

Scope: H&H Analysis, Drainage Improvements, Floodplain Mapping, InfoWorks ICM, 2D Modeling, GIS Inventory and Database Development, Alternatives Analysis, Cost Estimating, CIP Prioritization, Agency Coordination

Project Team: Raul Garcia, Jr. PE, CFM; Kristina Leal, PE, CFM; Marcos Diaz, PE, LGPP

Reference

Jeff Underwood
City Manager
City of Alton
956.432.0760
jeff.underwood@alton-tx.gov

City of Schertz On-Call Engineering Services

City of Schertz | Schertz, TX



Since October 2019, the Halff has been utilized for a varied rotation of tasks due to the diverse skill sets offered by the team. Smaller, fast-paced work orders include preparation of CLOMRs, an Atlas 14 Update for the City and its ETJ, as well as entrance signage enhancements to the IH-35 NEX project within the Schertz city limits. The contract is also used for construction inspection services under hourly not-to-exceed work authorizations. Two large roadway and utility projects were assigned based on our ability to perform the design on an accelerated schedule.

Lookout Road (Under Construction)

A complete reconstruction of Lookout Parkway from Doerr Lane to Schertz Parkway (0.9 miles) was designed along with the up-sizing of an existing wastewater to 18" wastewater line (3,400 LF) for the North portion of the Tri-County Industrial Zone. This project was performed in two Cities (Schertz and Selma) under an Interlocal Agreement (ILA) which required close coordination of Industrial traffic from both cities and Residential/Retail traffic from Selma. Additionally, the project included the traffic circulation study for this highly traveled Industrial intersection along with the necessary design for newly warranted and installed traffic signal improvements.

Schertz FM 1518 Utility Relocations (Under Construction)

Joint-bid project with TxDOT that widens FM 1518 from FM 78 to IH-10 E, design includes 27,045 feet of waterline (6-inch to 12-inch diameter) and 2,768 feet of wastewater lines (8-inch to 10-inch diameter). The Public Works team has been successful with coordinating necessary improvements for the abutting JBSA Randolph and necessary water and wastewater connections to the federal facility.

Tri-County Parkway (Completed)

Project consisted of reconstruction of Tri-County Parkway from Corridor Parkway to FM 3009 to include full depth reconstruction of 42-foot flexible pavement section and a section of Lookout Rd as well as up-sizing and replacing the existing 8-inch sewer line to an 18-inch sewer line.

Completed: Ongoing

Scope: Roadway Reconstruction, Traffic Signal, Sewer Rehabilitation, Survey, SUE, Construction Administration

Project Team:

Raul Garcia, Jr. PE, CFM; Marcos Diaz PE, LGPP; Josh Logan, PE, CFM; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Michael Hammack, Samantha Kashcel, LGPP; Alex Reyna Jr., PE, LGPP

Reference

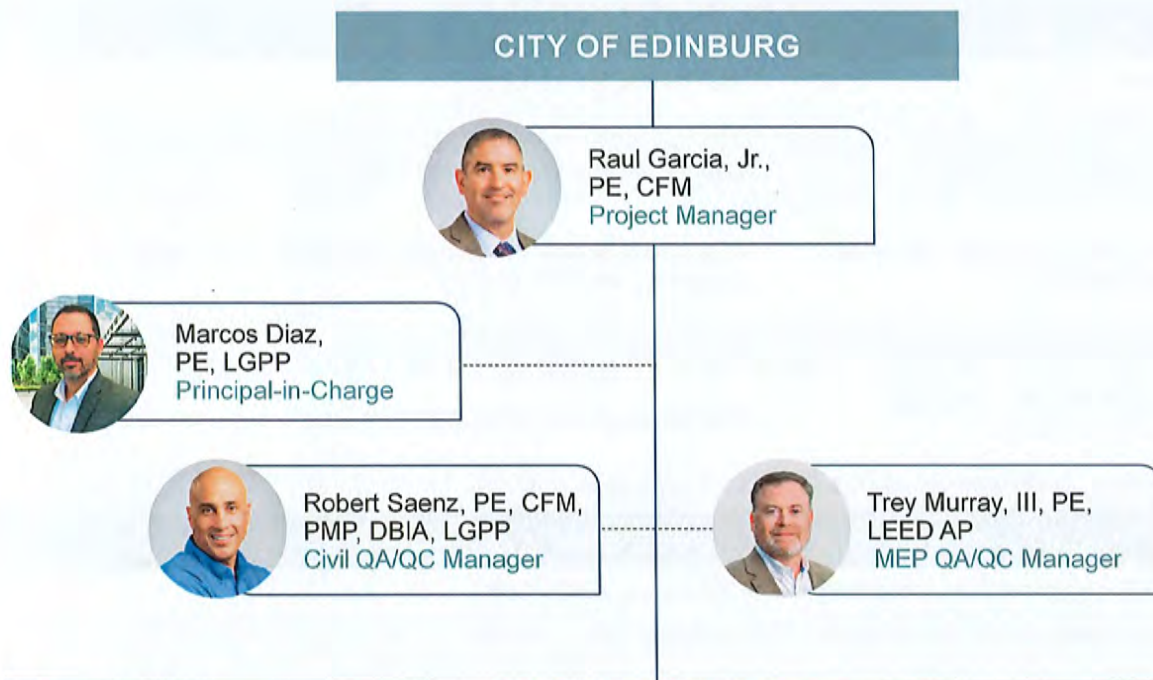
John Nowark, PE
Assistant City Engineer
City of Schertz
210.619.1825
jnowak@schertz.com

3. Team Member Qualifications and Experience

PROJECT TEAM

ORGANIZATIONAL CHART

Team member resumes for the individuals below begin on **page 19**.



Technical Staff

Street Infrastructure Evaluation and Improvements

Benjamin Luna, PE, LGPP

Pavement Management and Improvements

John Clint, PE

Utility Infrastructure Evaluation and Improvements

Kristina Leal, PE, CFM

Erosion and Sediment Control Design

Mark Cantu, EIT

Water and Wastewater Evaluation and Improvements

Kristina Leal, PE, CFM

Structural Engineering (Improvements and Design)

Cameron Vester, PE

Hydrology and Hydraulics

Josh Logan, PE, CFM

Elmer Hinojosa, PE

Transportation Evaluation

Chris Caron, PE

Traffic Engineering Services

Alex Reyna Jr., PE, LGPP

Traffic Signal Design

Alex Reyna Jr., PE, LGPP

Environmental Engineering Services

Samantha Kaschel, LGPP

Civil Engineering

Roxie De La Cruz, PE

Mechanical, Electrical, Plumbing (MEP) Engineering Services

Gabriel Benavides Jr., PE

Subsurface Utility Engineering (SUE)

Michael Hammack, PE

PROPOSED TEAM PROJECT EXPERIENCE WITH 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; Gabriel Benavides, Jr. PE; Mark Cantu, EIT
U.S. Highway North 281 Water Distribution System Improvements	Raul Garcia, Jr., PE, CFM; Gabriel Benavides, Jr. PE; Mark Cantu, EIT; Benjamin Luna, PE, LGPP
Bicycle and Pedestrian Master Plan	Raul Garcia, Jr., PE, CFM
U.S. Highway North 281 - Additional Waterline Improvements	Raul Garcia, Jr., PE, CFM; Mark Cantu, EIT
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; Trey Murray, III, PE, LEED AP
South Middle School Cafeteria Expansion	Raul Garcia, Jr., PE, CFM



RESUMES



ROLE

Project Manager

EXPERIENCE

24 Years

EDUCATION

BS, Agricultural Engineering,
Texas A&M University

REGISTRATIONS

Professional Engineer:
Texas #94855

CERTIFICATIONS

Certified Floodplain Manager:
Texas #0954-06N

Raul Garcia, Jr., PE, CFM

Raul currently serves as a Senior Project Manager 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.

REPRESENTATIVE PROJECT EXPERIENCE

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 Water Distribution System Improvements, Edinburg, TX.

Team Leader responsible for the water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements. The distribution system improvements consists of removing existing PVC (approximately 27,000-lf) and AC lines (approximately 9,500-lf), and replacing them with approximately 45,000-lf of 8-inch and approximately 17,500-lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building housing the booster pumps that would feed a proposed elevated storage tank to be designed by others.

McAllen Foreign Trade Zone, Warehouse Development, McAllen, TX.

Project Manager for this project consisting of a 6.70-acre site that will be utilized for a warehouse development. The planning phase for this project consisted of coordination with the owner, the City of McAllen, Hidalgo Drainage District, and Hidalgo County in order to optimize the most efficient warehouse design that will accommodate for the storm runoff provided by the proposed development into the adjacent drainage ditch. Data acquisition and topographic surveying were conducted to identify existing conditions and issues of concern to proceed into design phase. Paving improvements included 13,610 square yards of new concrete pavement and 4,190 square yards of new asphalt pavement.



Marcos Diaz,
PE, LGPP

ROLE

Principal-in-Charge

EXPERIENCE

18 Years

EDUCATION

BS, Civil Engineering, Texas A&M University - Kingsville

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #107249

Local Government Project Procedures Certified: #85070

Marcos brings experience in managing, planning, designing, and construction of projects for private and public entities involving transportation, land development, H&H analysis, storm drainage design, water/wastewater design, and preparation of construction documents including plans, specifications and engineers estimate (PS&E). He has gained experience implementing locally let projects starting with the PS&E stage and progressing through design and plan development, ROW acquisition, utility relocation, letting, contracting, and construction.

- **City of Eagle Pass, On-Call Engineering Services, Eagle Pass, TX.** Project Manager responsible for civil engineering projects throughout the City, as well as performing development and plat reviews as needed, and allocating resources to support City staff during construction with an inspector.
- **Brasfield & Gorrie, San Antonio US Federal Court House, San Antonio, TX.** Project Manager responsible for the civil design of the federal courthouse built as a Design-Build project.
- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Manager responsible for leading the 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107 and coordinating with the Client, several City departments, McAllen Public Utility, TxDOT, and Hidalgo County Drainage District during the planning and design phase.



Robert Saenz,
PE, CFM, PMP,
DBIA, LGPP

ROLE

Civil QA/QC Manager

EXPERIENCE

38 Years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #82072

Certified Floodplain Manager: Texas #0256-00N

Local Government Project Procedures Certified: #044540

Project Management Professional: #3163483

Design Build Institute of America Certified: #D-3958

Robert brings experience in civil engineering, planning, design, project management, and construction management for public and private clients. His extensive work with city, county, state, and federal agencies has given him insight into feasibility analysis, preliminary engineering, and project financing.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Engineer responsible for assisting with the waterline and water distribution system improvements along highway 281, between SH 186 and FM 490.
- **Port of Corpus Christi Authority, Rincon Road and Cut-Off Road Improvements, Corpus Christi, TX.** QA/QC Manager responsible for the quality control of this project which consisted of the 1.5-mile reconstruction of Rincon Road from the Joel Fulton International Trade Corridor, to the end of the roadway at the PCCA maintenance facility.
- **McAllen Public Utility, Bicentennial Extension Water and Wastewater - Irrigation Siphon Improvement, McAllen, TX.** Team Leader responsible for the planning phase of this project, which included providing the horizontal and vertical alignment and drainage design for the road.



Trey Murray, III,
PE, LEED AP

ROLE

MEP QA/QC Manager

EXPERIENCE

30 Years

EDUCATION

BS, Mechanical Engineering, University of Texas

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #87004

LEED Accredited Professional

Trey has experience in all aspects of MEP engineering, design, and construction management for commercial, institutional, industrial, and educational facilities. Trey has extensive experience in sustainable design with a focus on energy efficient HVAC and building systems. He has been the Mechanical Engineer of Record for eight LEED certified projects.

- **Hidalgo County, New County Courthouse, Edinburg, TX.** MEP Project Manager and Mechanical Engineer of Record for a new, 420,800-sf Justice Facility for the County. The 7-story facility includes 31 courtrooms, detention areas, clerks' offices, law library, jury selection assembly spaces, cafeteria, and public spaces.
- **Brasfield & Gorrie, San Antonio US Federal Court House, San Antonio, TX.** QA/QC Manager responsible for the quality control of the federal courthouse built as a Design-Build project which includes a 4-story building comprised of courtrooms, offices, detention spaces, and support areas inclusive of an atrium.
- **Pharr LPOE, Refrigerated Inspection Facility, Pharr, TX.** Quality Control Manager for Mechanical systems for a new inspection facility. The facility was split into two primary areas that included a 13,800-sf administrative area for CBP that also housed a USDA testing lab and a 60,800-sf cold inspection facility.



Benjamin Luna,
PE, LGPP

ROLE

Street Infrastructure Evaluation and Improvements

EXPERIENCE

7 Years

EDUCATION

BS, Civil Engineering, University of Texas at Austin

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #144803

Local Government Protect Procedures (LGPP)

Ben has worked on numerous projects for both public and private clients utilizing his knowledge of detention pond, inlet, gutter, and culvert design along with his experience in water distribution, land development, transportation and utility improvements, park projects, and construction management and inspection

- **City of Edinburg, US Highway North 281, Edinburg, TX.** Civil 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 McAllen, Bicentennial Boulevard, McAllen, TX.** Deputy Project Manager responsible for project oversight of the extension of Bicentennial Boulevard from SH 107 to Trenton Road. Designed and refined water, storm water, waste water, roadway profile, and traffic noise barrier improvements. Coordinated roadway improvements with The City of McAllen, TxDOT, HCDD1, Hidalgo County Water Improvement District No. 3 and local utility entities.



John Clint,
PE

ROLE

Pavement Management and Improvements

EXPERIENCE

30 Years

EDUCATION

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATIONS

Professional Engineer: Texas #85417

John has experience in water and wastewater planning and design, storm drainage and roadway design, water distribution system modeling, master plan development, civil site design, and construction management and has extensive experience with local, state, and federal funding and regulatory agencies. John also has two years of experience in geotechnical investigations, construction materials testing engineering, and construction inspection.

- **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.
- **Brownsville Public Utility Board, WWTP Vector Truck Facility Improvements, Brownsville, TX.** Project Manager responsible for civil site design and construction administration of Vector Truck Disposal Facility expansion.



Kristina Leal,
PE, CFM

ROLE

Utility Infrastructure Evaluation and Improvements; Water and Wastewater Evaluation and Improvements

EXPERIENCE

26 Years

EDUCATION

MS, Civil Engineering, University of California at Berkeley
BS, Civil Engineering, Massachusetts Institute of Technology

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #94759

Certified Floodplain Manager: Texas #0943-06N

Kristina brings municipal experience in civil engineering, planning, design, and project management for public agencies and experience in construction management for both public and private clients. This has given her insight into feasibility analysis, preliminary engineering, and project financing.

- **Hidalgo County Drainage District No. 1, New Administration Building, Edinburg, TX.** Construction Manager for a new 10,000-sf administration building as part of an existing facility. The project will consist of private offices, open office areas, breakroom, and conference room facilities for the engineering and administrative staff.
- **Hidalgo County Precinct 1, Flood Assessment, Hidalgo County, TX.** Project Engineer responsible for developing existing conditions models in ICM to identify problem areas and developed proposed conditions models with projects.
- **City of Mission, W&I Resort Water Line Improvements Project, Mission, TX.** Project Manager responsible for the preparation of plans and construction documents to construct a 6-inch water line system along Oleander Street to replace an existing waterline that is failing, the construction of a parallel 8-inch line with two fire hydrants, and the stub out for the future extension of this 8-inch line.



Mark Cantu,
EIT

ROLE

Erosion and Sediment Control Design

EXPERIENCE

4 Years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS

Engineer in Training: Texas #71336

Mark is a Graduate Civil Engineer with experience in the public and private sectors. He has worked on several projects that have included drainage improvements, flood assessments, and roadway design for a multitude of clients.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Designer responsible for the design 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 forces the removal of existing water lines conflicting with proposed highway improvements.
- **City of McAllen, Daffodil Avenue Roadway Improvements, McAllen, TX.** Lead Engineer responsible for civil engineering tasks for the expansion of Daffodil Avenue from a two-lane collector to a four-lane minor arterial. This project will include approximately one mile of roadway improvements from Taylor Road to North Ware Road.
- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Engineer for this project which consists of a 2.86-mile extension of Bicentennial Boulevard from Trenton Road to SH 107 and involved the construction of a new four-lane undivided urban roadway. Construction documents and technical specifications were developed for the project.



Cameron Vester,
PE

ROLE

Structural Engineering (Improvements and Design)

EXPERIENCE

14 Years

EDUCATION

MS, Civil Engineering, Rice University

BS, Civil Engineering, Rice University

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #128858

Cameron has structural experience designing and managing various projects. These projects include industrial, commercial, municipal, bridge, landscape and civil structures for private, federal and municipal clients. His design experience includes the use of a wide variety of construction materials including reinforced concrete, structural steel, reinforced masonry, light gage metal framing and timber. He also has an extensive knowledge in 3-dimensional technologies and design methods allowing for reduced construction errors and improved field accuracy.

- **City of McAllen, 2018 Bond Drainage Projects, McAllen, TX.** Project Manager and Design Engineer for channel rehab project. The channel rehab includes four crossings consisting of three, three-barrel RCB culverts and one prefabricated pedestrian crossing. Halff is assisting the City of McAllen with revamping four vehicular bridges crossing the Bicentennial Blue Line Ditch along Bicentennial Boulevard.
- **North Texas Municipal Water District, Water Systems Center, Wylie, TX.** 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.



**Josh Logan, PE,
CFM**

ROLE

Hydrology and Hydraulics

EXPERIENCE

23 Years

EDUCATION

ME, Civil and Environmental Engineering,
Cornell University

BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #10005

Certified Floodplain Manager: Texas #3758-19N

Josh works on a wide variety of projects including large-scale H&H studies, land development, Master Drainage Plans, utility rehabilitation and relocation, erosion control design, and transportation projects, though his primary focus is in flood mitigation analysis and drainage infrastructure design. He manages the planning, detailed design and PS&E preparation, and construction management phases of several capital improvement projects.

- **City of Alton, Master Drainage Plan, Alton, TX.**
Task Leader responsible for overseeing team's H&H analysis to identify flood risk and develop proposed Capital Improvements for the City of Alton, Hidalgo County, Texas using funds from the TWDB's Clean Water State Revolving Funds (CWSRF) program. Team developed a 2D H&H model to simulate the existing and proposed flood risk across the City of Alton ETJ using Infoworks ICM.
- **City of Harlingen, American Rescue Plan of 2021, Harlingen, TX.** H&H QA/QC Manager responsible for the development of a 2-D stormwater runoff model for an approximately 1.4 square mile area to analyze existing and proposed conditions using XPSWM software. The analysis included the development of three possible detention pond options to mitigate flood risk in the surrounding area.



**Elmer Hinojosa,
PE**

ROLE

Hydrology and Hydraulics

EXPERIENCE

5 Years

EDUCATION

BS, Civil Engineering, University of Texas Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #149283

Elmer currently serves as a Water Resources engineering for the McAllen office. He has been involved in different hydrologic and hydraulic studies, master drainage plans, and design level modeling projects. His modeling experience includes hydrologic modeling, 1D/2D open-channel modeling, and 1D/2D urban drainage modeling.

- **City of McAllen, Master Drainage Plan Update, McAllen, TX.** Project Manager for the project that includes, but is not limited to, data collection, hydrologic and hydraulic analysis using HEC-1/HEC HMS software or other methods acceptable to the City, flood hazard assessments, and stakeholder engagement. Additional tasks include survey and field investigation of existing infrastructure and prioritization of identified problems based on the potential for successful flood mitigation.
- **Hidalgo County Drainage District No. 1, Delta Region Flood Mitigation, Hidalgo County, TX.** Engineer responsible for the comprehensive 1D/2D flood modeling evaluation of existing drainage conditions and proposed flood mitigation solutions for the towns of Edcouch, Elsa and La Villa in Hidalgo County. This analysis follows a 50-year flood that occurred in June 2019. Analyzed entire drainage system, including 50 miles of open channels and 70 culvert crossings within a 50 sq mi drainage area.



Chris Caron, PE

ROLE

Transportation Evaluation

EXPERIENCE

35 Years

EDUCATION

BS, Civil Engineering, Texas A&M University
BA, Mathematics, Southwestern University

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #80168

Chris worked for more than 30 years at TxDOT serving in a variety of positions before retiring as the Corpus Christi (CRP) District Engineer. During his time at TxDOT, Chris has worked on an array of different types of projects in both urban and rural areas from maritime to freeway upgrades to environmental remediation to construction of large segmental bridges.

- **City of Corpus Christi, Waldron Road, Corpus Christi, TX.** Provided surveying, engineering, bidding and construction administration services for this concrete panel replacement project for Waldron Road (SPID to Purdue) in the Flour Bluff area of Corpus Christi.
- **City of Corpus Christi, Waldron Road, Corpus Christi, TX.** Provided complete reconstruction of Wildcat Drive, including full depth pavement replacement, selective storm sewer and inlet improvements, pipe-bursting of existing wastewater lines, gas line replacement, and waterline replacement. Coordination with the City of Corpus Christi and Calallen High School was a priority as the roadway is a primary collector for school buses to and from the high school.



Alex Reyna, Jr., PE, LGPP

ROLE

Traffic Engineering Services and Traffic Signal Design

EXPERIENCE

20 Years

EDUCATION

BS, Civil Engineering, University of Texas at San Antonio

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #101243
Local Government Project Procedures (LGPP)

Alex has experience in a wide variety of traffic engineering work, such as traffic impact analyses, signal warrant studies and design, signal timing, microscopic traffic simulation modeling, and signing and pavement marking plans. He has worked for various Central Texas clients, including the Central Texas Regional Mobility Authority (CTMRA) General Engineering Consultant (GEC) Team. He managed multiple consultants for the MoPac Express Lanes construction and Toll Operations Plan. As part of the GEC team, Alex assisted with traffic operations issues, such as creating the Traffic Management Center and connecting every camera along CTRMA's facilities.

- **City of Pflugerville, Traffic Signal Management, Pflugerville, TX.** Task Leader responsible for projects traffic signal design and intersection studies that required a detailed field inventory, coordination with City, traffic signal plans, signal layout sheets, elevation sheets, quantity estimates and pavement marking plans for the intersection of Weiss Lane and Pleasanton Parkway. Additionally, an intersection traffic study was performed at Heatherwilde Boulevard and Settlers Valley Drive, which included data collection; field observation; intersection analysis; and traffic signal warrants. Synchro traffic analysis software was used to address concerns expressed by City Staff.



**Samantha
Kaschel, LGPP**

ROLE

Environmental Engineering Services

EXPERIENCE

11 Years

EDUCATION

BS, Environmental Studies, Austin College

REGISTRATIONS | CERTIFICATIONS

Local Government Project Procedures (LGPP)

Samantha has spent her entire career at Halff in environmental consulting and manages a team of natural resources, cultural resources, and NEPA professionals. She has worked directly with local governments and Texas Department of Transportation (TxDOT) districts statewide to scope projects, identify critical path items, develop milestone schedules, effectively supervise technical specialists, and implement QA/QC procedures to deliver quality documentation. She has successfully completed NEPA documentation (CEs and EAs) for transportation projects on behalf of FHWA, TxDOT, and other transportation agencies.

- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Environmental Project Manager responsible for evaluating the extension of Bicentennial Boulevard on new location for a distance of approximately 2.86-miles, from SH 107 to Trenton Road. Guided the City of McAllen through the NEPA process and partnered with TxDOT to so that appropriate NEPA documentation was produced.
- **TxDOT Pharr District, SH 68 Projects, Hidalgo County, TX.** Environmental Scientist for the project that involves the construction of SH 68 on new location for a distance of approximately 22 miles, from I-2/US 83 to I-69/US 281. Involvement includes assessments for and preparation of Final Environmental Impact Statement sections for hazardous materials, community impacts, noise impacts and air impacts.



**Roxxie De La
Cruz, PE**

ROLE

Civil Engineering

EXPERIENCE

9 Years

EDUCATION

BS, Civil Engineering, University of Texas
Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #137892

Roxxie has engaged in the development of engineering Stormwater Pollution Prevention Plans (SWPPP), cost estimates, drainage reports, subdivision plats, and the development of construction/design plans and specifications for civil projects involving sanitary sewer and water, drainage, erosion control, paving and dimension, and utility relocations. Roxxie has taken on the role of assisting in construction administration tasks when required by the client, as well as attended construction meetings and site visits.

- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Engineer responsible for the design of a 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107. Coordination with the client, several City of McAllen's departments, McAllen Public Utility, TxDOT, and Hidalgo County Drainage District was required during the planning and design phase. The planning phase consisted of providing preliminary horizontal & vertical alignment and drainage design of the road for discussion among all entities.
- **Cameron County, Isla Blanca Park Gulf Side Improvements, South Padre Island, TX.** Engineer responsible for assisting with the preliminary design for the proposed site. In 2016, the County started a park master planning process that would refurbish, re-energize, and re-brand the Park on the southern tip of South Padre Island.



**Gabriel Benavides,
Jr., PE**

ROLE

Mechanical, Electrical, Plumbing (MEP) Engineering Services

EXPERIENCE

17 Years

EDUCATION

BS, Electrical Engineering, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS

Professional Engineer: Texas #119255

Gabriel 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 building large water and wastewater facilities. Gabriel has a proven track record of verifying compliance with industry standards and incorporating considerations of reliability, redundancy, energy efficiency, and climate consciousness into his designs.

- **Hidalgo County Commissioner's Court, Hidalgo County Courthouse, Hidalgo County, TX.** QA/QC Manager responsible for MEP design, electrical, and ICT systems. This new high-rise building consisted of a 7-story, 368,000-sf building design to accommodate district and County courtrooms, one court of appeals, district and County clerks, jury services, public defender and indigent defense, Hidalgo County Bar Association, detention spaces and holding area, and a shell space for six additional future courts.
- **Brownsville Public Utilities Board (BPUB), Annex Building, Brownsville, TX.** MEP/ICT Project Manager responsible for the planning, coordination, and design of the project. 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).



Michael Hammack

ROLE

Subsurface Utility Engineering (SUE)

EXPERIENCE

24 Years

EDUCATION

High School Diploma, Taylor High School

Mike is the SUE Field Manager overseeing all local SUE efforts. He has experience in designating utilities using all types of geophysical prospecting equipment, locating utilities using non-destructive vacuum excavation, plan review, records requests, estimating, preparing SUE proposals and deliverables, and QA/QC. Mike is cross trained in survey, inspection, and CADD, providing a streamlined approach and cost savings to his clients, and he is willing to get his hands dirty to solve problems.

- **TxDOT Pharr District, FM 510 SUE, Cameron County, TX.** SUE/Utility Coordinator for responsible SUE Levels A through D along FM 510 from FM 1847 to FM 2480 in Cameron County.
- **TxDOT Corpus Christi District, FM 893 SUE, San Patricio County, TX.** SUE/Utility Coordinator responsible SUE Levels A through D along 1.6 miles of FM 893, west of CR 79 to Westwood Drive in San Patricio County.
- **TxDOT Houston District, SH 105 (Conroe to FM 149), Cleveland, TX.** SUE/Utility Coordinator responsible for roadway improvements along SH 105 from 10th Street to 2,000 feet east of Scott Road in Montgomery County. Services included Level C/D SUE services for 275,000-lf of utilities; Level B SUE (3D) services for 700,000-lf of utilities; Level A SUE services for 120 test holes; conflict analysis on existing and proposed facilities; coordination and oversight of subconsultant utility coordination, survey, and SUE; and review of relocation plans for compliance with the UAR.

4. References

REFERENCES



Master Drainage Plan | On-Call Contract

CITY OF ALTON

Jeff Underwood

P 956.432.0760

E jeff.underwood@alton-tx.gov

509 South Alton Boulevard

Alton, TX 78573

Project: On-Call Engineering and Planning Services | Miscellaneous projects for the City of Alton under an on-call contract.

Key Personnel:

Raul Garcia, Jr., PE, CFM (Project Manager)



Bicentennial Boulevard

CITY OF MCALLEN

Eduardo Mendoza, PE

P 956.681.1150

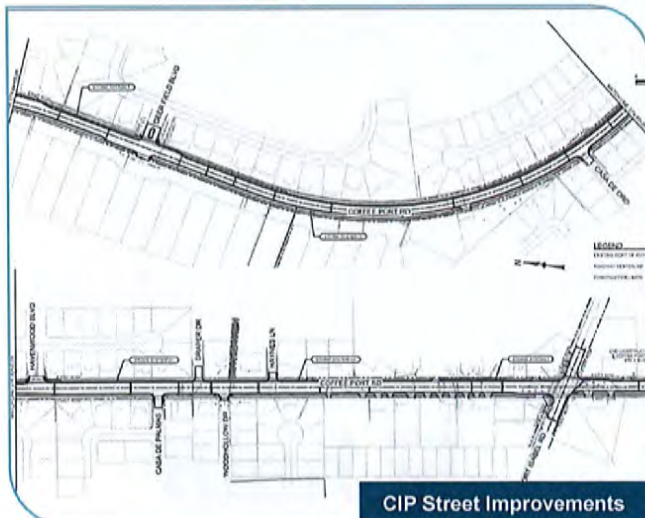
E edmendoza@mcallen.net

311 North 15th Street

McAllen, TX 78501

Project: Bicentennial Boulevard Extension | Construction of a new four-lane undivided urban roadway, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier.

Key Personnel: Robert Saenz, PE, CFM, PMP, DBIA, LGPP (Project Manager); Benjamin Luna, PE, LGPP (Deputy Project Manager); Raul Garcia, Jr., PE, CFM (QA/QC Manager); Marcos Diaz, PE, LGPP (Engineer); Mark Cantu, EIT (Engineer), Samantha Kaschel, LGPP (Environmental)



CIP Street Improvements

CITY OF BROWNSVILLE

Doroteo Garcia, Jr.

P 956.547.6808

E doroteo.garcia@brownsvilletx.gov

1034 E. Levee Street, 2nd Floor

Brownsville, TX 78520

Project: 2020 CIP Street Improvements | Roadway reconstruction and widening from two lanes to four travel lanes including sidewalks, and a multi-use path.

Key Personnel: John Clint, PE (Team Leader); Marcos Diaz, PE, LGPP (QA/QC Manager; Drainage); Robert Saenz, PE, CFM, PMP, DBIA, LGPP (Technical Advisor); Michael Hammack (SUE)

5. Insurance

INSURANCE COVERAGE

Please see our itemized insurance coverage below. In accordance with the requirements of this RFQ, we have also included our insurance certificate on page 33.

Category	Coverage
Commercial General Liability	Each Occurrence (EO) (\$2,000,000); Damage to Rented Premises - EO (\$500,000); Medical Expenses (\$25,000); Personal and ADV Injury (\$2,000,000); General Aggregate (\$4,000,000); Products - Comp/OP AGG (\$4,000,000)
Automobile Liability	Combined Single Limit - Each Accident (\$2,000,000)
Umbrella Liability	Each Occurrence (\$5,000,000); Aggregate (\$5,000,000)
Worker's Compensation	Statutory Limits
Employer's Liability	Each Accident (\$1,000,000); Each Disease - Per Employee (\$1,000,000); Each Disease - Policy Limit (\$1,000,000)
Professional Liability	Per Claim (\$1,000,000); Aggregate (\$1,000,000)

6. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Halff has read the Professional Services Agreement and will meet the prerequisite insurance requirements. Halff also requests the opportunity to negotiate some of the terms and conditions in the Professional Services Agreement.

7. Contact Information

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, LGPP**. Their contact information is as follows:

Raul Garcia, Jr., PE, CFM | Project Manager
Director of Public Works
Office Location: McAllen
rgarcia@halff.com | 956.445.5325

Marcos Diaz, PE, LGPP | Principal-in-Charge
Vice President | Operations Manager, McAllen
Office Location: McAllen
mdiaz@halff.com | 956.451.7197



INSURANCE CLAIMS AGAINST THE FIRM WITHIN THE PAST FIVE (5) YEARS

Response

Halff Associates, Inc. (Halff) employs more than 1,500 people in 33 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 4,900 active projects at any given time. Accordingly, on rare occasions, Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general insurance. Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Halff's legal counsel and Halff's insurance carriers, must remain confidential. Further, it is important to note that confidentiality requirements are often specifically addressed in settlement release documents or employee-employer privacy restrictions or pursuant to contract requirements. Due to these circumstances, Halff can only release this confidential information under specific request and with the dual understandings: (a) that any such information is and shall remain privileged and confidential, coupled with the further understanding, (b) that any such disclosure by Halff could only be provided if such confidentiality were strenuously protected by both the City of Edinburg (City) and Halff. Notwithstanding the foregoing, Halff may still be prohibited from disclosing information. Further, as this information would provide Halff's competitors with information that would not normally be shared, and such disclosure would create a competitive advantage for such competitors, Halff and City agree that any and all relevant protections (exclusions) under the Texas Open Records Act and the Freedom of Information Act (FOIA) are applicable. Further, Halff can and does affirm that Halff has never been adverse to the City of Edinburg (City) in any litigation or claims during the last ten (10) years. Halff can and does affirm, however, that there are no significant prior or ongoing matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff and its legal counsel and insurers will consider requests for specific information regarding litigation, therefore please direct any such questions through our General Counsel, Mrs. Jill Martin, at jmartin@halff.com or 214.346.6365.

CONFIDENTIAL – FOR INTERNAL CITY USE ONLY – NOT FOR DISCLOSURE

ANY AND ALL EXCEPTIONS / PROTECTIONS UNDER THE TEXAS OPEN RECORDS ACT AND THE FREEDOM OF INFORMATION ACT ARE HEREBY CLAIMED BY HALFF

SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2023

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 Greyling Ins Brokerage/EPIC 3780 Mansell Rd, Ste. 370 Alpharetta GA 30022		CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com	
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: The Continental Insurance Company INSURER C: New Hampshire Insurance Company INSURER D: Allied World Surplus Lines Insurance Co INSURER E: INSURER F:	
		NAIC # 19445 35289 23841 24319	

COVERAGES **CERTIFICATE NUMBER:** 1847101035 **REVISION NUMBER:** 23-24

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GL5856923	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA5717893	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			7034027549	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014195843	8/1/2023	8/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liability Incl. Pollution			03113813	8/1/2023	8/1/2024	Per 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)
 When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with the exception of workers compensation & professional liability where required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER

Sample	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)

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Required Forms

CONFLICT OF INTEREST FORM

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:

7/16/2024

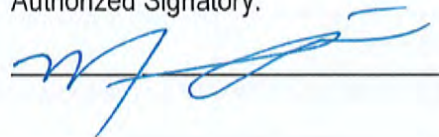
Company/Vendor Name:

Halff Associates, Inc.

Printed Name and Title:

Marcos Diaz, PE, LGPP | Vice President, Operations Manager, McAllen

Authorized Signatory:



GENERAL QUESTIONNAIRE

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: Half 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: mdiaz@half.com
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
3. Yes___ No 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?
4. Yes___ No X
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
 (years) (months)
- c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes___ No X
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.
Name: Marcos Diaz, PE, LGPP
Address: 5000 W. Military Highway, Suite 100, McAllen, Texas 78503
Telephone: 956.664.0286
Fax: 956.664.0282
Email: mdiaz@half.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

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**HOUSE BILL 89 VERIFICATION**

I, Marcos Diaz, PE, LGPP, 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:

Marcos Diaz, PE, LGPP | Vice President, Operations Manager, McAllen

TYPE/PRINT NAME AND TITLE:

7/16/2024

DATE:

SENATE BILL 13**SENATE BILL 13 VERIFICATION**

I, Marcos Diaz, PE, LGPP, 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:

Marcos Diaz, PE, LGPP | Vice President, Operations Manager, McAllen

TYPE/PRINT NAME AND TITLE:

7/16/2024

DATE:

SENATE BILL 19

SENATE BILL 19 VERIFICATION

I, Marcos Diaz, PE, LGPP, 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 regulations or a directive by a regulatory agency; or*

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Marcos Diaz, PE, LGPP | Vice President, Operations Manager, McAllen

TYPE/PRINT NAME AND TITLE:

7/16/2024

DATE:

NONCOLLUSION AFFIDAVIT

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Marcos Diaz, PE, LGPP, Authorized Representative, being first duly sworn, deposes and says that: (Name)

Authorized Representative

(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

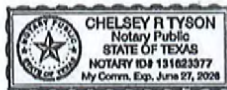


Title

Vice President, Operations Manager, McAllen

Subscribed and sworn to me this 16th day of July 2024.

By:



Notary Public



My commission expires: June 27, 2026



We improve lives and communities
by turning ideas into reality.



Halff
5000 West Military Highway, Suite 100
McAllen, TX 78503
956.664.0286
halff.com

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND HALFF
ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT
TO RFQ NO. 2024-009**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No):
INSURED Half Associates, Inc. 1201 N. Bowser Richardson, TX 75081	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: The Continental Insurance Company INSURER C: New Hampshire Insurance Company INSURER D: Allied World Surplus Lines Insurance Co INSURER E: INSURER F:
	NAIC # 19445 35289 23841 24319

COVERAGES

CERTIFICATE NUMBER: 1334245453

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014195843	8/1/2024	8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2024	8/1/2025	Per 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)
AVO:057435| City of Edinburg/ Engineering Services Rotation 2024.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the 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

City of Edinburg
415 W. University Drive
Edinburg TX 78539

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 7, 2025

CONSENT AGENDA

Agenda Item No: 15.L.

Business Regulations

1. Agenda Item:

Consider Rescinding the Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Removing Chapter 121 Funeral Escorts. [Josephine Ramirez-Solis, City Attorney]

2. Description:

Council approved the Amendment to the Code of Ordinances by Adopting Chapter 121 Funeral Escorts in 2024, imposing rules and limitations for funeral escorts operating within the City of Edinburg. Enforcement was to be conducted by the Chief of Police. To date, there is only one registered service.

3. Staff's Recommendation:

Consider rescinding Chapter 121 of the Code of Ordinances at the discretion of council.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

A. Business Regulations-Funeral Escorts

- B.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Adding Chapter 121 Funeral Escorts. [Omar Ochoa, City Attorney]

MOTION: Councilmember Jason De Leon to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Adding Chapter 121 Funeral Escorts.

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, and Councilmember David Salazar, Jr.

NAYS: None

ABSENT: Councilmember David White

ABSTAIN: None

The motion to Approve carried.

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ORDINANCE NO. 2024-4968

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TITLE XI: BUSINESS REGULATIONS, BY ADDING CHAPTER 121 FUNERAL ESCORTS; PROVIDING FOR 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 RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, City Code of Ordinances Title XI contains regulations for specific types of businesses; and

WHEREAS, the City Council believes it is in the best interests of the residents to allow for and regulate the operation of funeral escort businesses within City limits.

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

SECTION I. INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals are true and correct and the City Council hereby incorporates such Recitals as findings of fact.

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

SECTION III. The Code of Ordinances of the City, Title XI, Business Regulations, is amended to add Chapter 121 Funeral Escorts, to be read in its entirety as shown in Exhibit A to this Ordinance.

SECTION VI. 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 VII. 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.

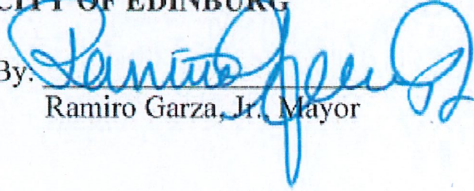
SECTION VIII. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage.

SECTION IX. CODIFICATION: That this Ordinance shall be published in the Code of Ordinances of the City of Edinburg, Texas.

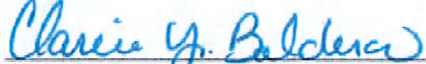
SECTION X. WAIVER CLAUSE. The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 May 29, 2024.

CITY OF EDINBURG

By: 
Ramiro Garza, Jr., Mayor

ATTEST:

By: 
Clarice Y. Balderas, City Secretary

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

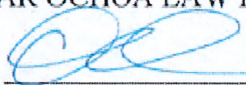
BY: 
Omar Ochoa, City Attorney



EXHIBIT A

CHAPTER 121 FUNERAL ESCORTS

Sec. 1 DEFINITIONS.

- (a) **MOTOR VEHICLE ESCORT GUIDE** means a person engaged in the business of furnishing a private motor vehicle escort for hire who personally escorts or guides a funeral cortege or overwidth, overlength, or overheight motor vehicle or an employee of a person engaged in the business of furnishing private motor vehicle escort service for hire.
- (b) **OFFICIAL POLICE OFFICER'S BADGE** means a badge of the size, type and design approved for the use of regular police officers.
- (c) **PRIVATE MOTOR VEHICLE ESCORT AGENCY** means a person, firm or corporation engaged in the business of furnishing private motor vehicle escorts for hire, which employs one or more persons as employees, assistants, clerks or motor vehicle escort guides.

Sec. 2. ESCORT LICENSE REQUIRED.

A person commits an offense if he engages in the business of furnishing a private motor vehicle escort for hire within the city, without first obtaining an escort license; provided, that persons engaged in the business who are employed by a duly licensed private motor vehicle escort agency shall not be required to be individually licensed.

Sec. 3 MINIMUM AGE OF PERSON OBTAINING.

A person must be 18 years of age to be eligible for an escort license to engage in the business of furnishing private motor vehicle escorts. A person licensed to engage in the business of furnishing motor vehicle escort service for hire shall not employ as an escort guide, a person under 18 years of age.

Sec. 4 APPLICATION; INFORMATION REQUIRED.

A person desiring to conduct a private motor vehicle escort agency or business in the city shall file with the chief of police a written application on a form provided for the purpose, duly signed and verified, which shall state the full name, age, and residence of the licensee, shall specify the trade name and address or location from which the business or agency will operate and for which the escort license is desired, and other relevant facts as may be required by the chief of police.

Sec. 5 INVESTIGATION; ISSUANCE.

The chief of police shall make or cause to be made an investigation to determine the qualifications of each applicant for an escort license, and based upon those findings, the chief of police shall approve or disapprove issuance of an escort license to engage in the business of conducting private motor vehicle escorts. Upon the approval of issuance of an escort license, the applicant shall pay the proper license fee and the chief of police shall issue the proper license certificate.

Sec. 6 REFUSAL TO ISSUE OR RENEW.

The chief of police shall refuse to approve issuance or renewal of an escort license for any one or more of the following reasons:

- (a) conviction of applicant or licensee for a violation of this article or for a felony within the preceding five years;
- (b) the making of a false statement as to a material matter in an application for an escort license or renewal;
- (c) revocation of a license, pursuant to this article, of the applicant or any proprietor, partner or corporate officer therein, within one year preceding application;
- (d) failure of applicant to comply with the insurance requirements of this article.

Sec. 7 REVOCATION.

- (a) An escort license shall be revoked by the chief of police for any one or more of the following reasons:
 - 1. the making of a false statement as to a material matter in an application for a license, renewal, or a hearing concerning the license;
 - 2. conviction of the licensee of a violation of this article or for a felony;
 - 3. failure of licensee to comply with the insurance requirements of this article.
- (b) Written notice of revocation shall be sent by the chief of police to the licensee, by certified mail, return receipt requested, setting forth the reasons for the revocation.

Sec. 8 INSURANCE.

- (a) Before an escort license is issued to the owner or operator of a private motor vehicle escort agency, or before the renewal of an escort license is granted, the applicant shall file with the city secretary a standard policy of public liability and property damage insurance, to be executed by an insurance company authorized to do business in the state and performable in the county, which is approved by the city manager, insuring the general public against loss or damage that may result to any person or property from the operation of the motor vehicle escort service.
- (b) The insurance policy shall insure each vehicle operated by the motor vehicle escort agency and shall have limits of not less than \$100,000 for injury to one person, \$300,000 for injuries to two or more persons resulting from one accident, and \$50,000 for damage to property resulting from one accident. The insurance shall be for the protection of passengers riding in a funeral cortege being escorted and for protection of the public, but not for personal injuries sustained by the servants, agents or employees of the motor vehicle escort agency. The policy of insurance shall be for a period of one year and the date of the policy shall coincide with the date of the license issued under this article and shall contain a provision for a continuing liability up to the full amount, notwithstanding any recovery thereon.

- (c) If a policy is cancelled upon the request of the insurer and no new policy is filed by the licensee before the cancellation of the original insurance, then the license to operate a motor vehicle escort service issued to the licensee shall be revoked.

Sec. 9 ONE YEAR TERM.

An escort license is valid for a term of one year unless revoked.

Sec. 10 ESCORT LICENSE - FEE; TRANSFERABILITY.

The annual fee for an escort license is \$160, to be paid before the license is issued. An escort license is not transferable or assignable. No refund of fees will be made.

Sec. 11 POSTING.

Immediately upon the receipt of an escort license issued by the city, the licensee named shall post the license and at all times display the license in a conspicuous place in the office or location given as the business address in the application. A licensee shall not post the license or permit the license to be posted upon premises other than those described in the application. A person commits an offense if he alters, defaces or destroys a valid escort license.

Sec. 12 FUNCTIONS, POWERS AND DUTIES OF POLICE DEPARTMENT.

The police department shall have the following functions, powers and duties:

- (a) To investigate qualifications of all applicants
- (b) To investigate and aid in the prosecution of all violations of this article
- (c) To inspect and approve or disapprove motor vehicle equipment used as escort vehicles
- (d) To inspect and approve or disapprove the equipment and uniform worn by escort officers

Sec. 13 CHAUFFEUR'S LICENSE - REQUIRED; APPLICATION.

A person commits an offense if he operates a motor vehicle as an escort for hire upon the streets of the city without obtaining an escort chauffeur's license issued by the chief of police.

Application for an escort chauffeur's license shall be made to the chief of police upon blanks to be furnished by the chief of police, giving the name, age, present address, place and address of employment during the past two years, with the reasons for leaving employment, if any. The applicant shall submit a recent photograph of himself with the application and shall possess and show a valid Texas motor vehicle operator's license.

Sec. 14 ISSUANCE; DENIAL.

- (a) When an application for an escort chauffeur's license or renewal has been filed with the chief of police in proper form, the chief of police shall, within a period of 30 days from the date of filing, approve or deny the application. If the application is denied, the chief of police shall send to the applicant by certified mail, return receipt requested, a written statement setting forth the reasons for denial.

- (b) The chief of police shall refuse to approve issuance or renewal of an escort chauffeur's license for any one or more of the following reasons:
 - (1) the making of a false statement as to a material matter in an application for a license, license renewal, or in a hearing concerning the license;
 - (2) conviction of applicant or licensee for a violation of a provision of this article or for a felony or an offense involving theft, fraud, or unlawfully carrying a weapon within the preceding five years;
 - (3) revocation of an escort chauffeur's license of the applicant within five years preceding application;
 - (4) conviction of the licensee or applicant of four moving traffic violations within a 12 month period or of driving while intoxicated within the preceding five years;
 - (5) failure of applicant to present a valid Texas motor vehicle operator's license.

Sec. 15 REVOCATION.

- (a) The chief of police shall revoke an escort chauffeur's license for one or more of the following reasons:
 - (1) the making of a false statement as to a material matter in an application for a license, license renewal, or in a hearing concerning the license;
 - (2) conviction of the licensee for a violation of a provision of this article or for a felony or an offense involving violence, theft, fraud, deception, dishonesty, or unlawfully carrying a weapon;
 - (3) conviction, during the term, of the licensee of four moving traffic violations, or of driving while intoxicated;
 - (4) failure of licensee to maintain a valid Texas motor vehicle operator's license.
- (b) Written notice of revocation shall be sent by the chief of police to the licensee by certified mail, return receipt requested, setting forth the reasons for the revocation.

Sec. 16 APPEAL FROM REFUSAL TO ISSUE OR RENEW; FROM DECISION TO REVOKE.

In the event of a denial of an application for permit or revocation thereof, the applicant or permit holder shall have the right to appeal to the city manager by filing written notice of appeal with the city secretary within ten days of written notification of any such action. The city manager shall review the action and may impose certain conditions to the granting or retention of the permit or license. In addition, the city manager may request that the permit holder or applicant furnish further information as required by the city manager. The city manager may provide for the granting of the permit or license or the reinstatement of the license or permit and impose certain conditions to such action. In any event, the decision of the city manager shall be final and nonappealable.

Sec. 17 FEE, FINGERPRINTS AND PHOTOGRAPH; NONTRANSFERABLE.

After the application for an escort chauffeur's license has been approved, and the applicant has submitted to fingerprinting by the police department, the director of finance of the city shall issue an escort chauffeur's license to the applicant upon payment of a fee of \$50. An escort chauffeur's license shall expire one year from the date of issuance and shall not be transferable; however, the holder may use the same license if he changes employment from one motor vehicle escort agency to another.

Sec. 18 TO BE CARRIED ON PERSON.

A person engaged in furnishing private motor vehicle escort service for hire shall carry his escort chauffeur's license on his person and shall show it to any city police officer upon demand.

Sec. 19 EMPLOYMENT OF QUALIFIED OPERATORS RESPONSIBILITY OF OWNER

The owner of a private motor vehicle escort agency shall employ as escort guides only those persons who are physically and mentally capable to operate a motor vehicle for hire and who are 18 years of age or over. It shall be the responsibility of the private motor vehicle escort agency to select competent operators for escort vehicles. An owner of an escort agency shall not employ any person as a motor vehicle escort guide who does not hold a valid Texas operator's license and an escort chauffeur's license.

Sec. 20 EMPLOYMENT OF QUALIFIED MOTOR VEHICLE ESCORT AGENCY

No person or business shall employ a motor vehicle escort agency, escort guide, nor otherwise employ or use any type of funeral escort that is not in compliance with all of the requirements of this Ordinance.

Sec. 21 POLICE OFFICERS MAY FURNISH ESCORTS.

Nothing contained in this article shall be construed to prohibit regularly employed officers or deputies of the department of public safety, county sheriff, or police department from escorting funeral corteges or oversized, overlength, or overwidth vehicles upon the streets and roadways of the city, when assigned as an official duty by their respective departments.

Sec. 22 ESCORTS FOR FUNERAL CORTEGE NOT REQUIRED.

Nothing contained in this article shall be construed as requiring funeral directors or any other person conducting funerals to contract, hire, or employ a private motor vehicle escort service to guide or escort a funeral cortege in the city.

Sec. 23 REQUIREMENTS FOR MOTOR VEHICLES USED IN ESCORT SERVICE.

A funeral escort guide, engaged in furnishing an escort, must use either a motor vehicle which is in good mechanical condition and that complies with all state laws and city ordinances. An escort vehicle shall not be equipped with a siren. Decals, placards, signs, and insignias which resemble official police officer's badges or which bear the words "Police", "Official", or "Officer" shall not be used on the motor vehicle nor shall the motor vehicle be painted a color resembling the color of motor vehicles used by the city police department. No additional equipment may be added after inspection by the police department unless the motor vehicle is reinspected and

approved before use. A motor vehicle used in performing escort services shall be subject to inspection at any time by the chief of police or his authorized representative.

Sec. 24 FUNERAL ESCORT GUIDES; UNIFORM AND EQUIPMENT REQUIREMENT

A funeral escort guide shall wear a uniform approved by the chief of police. The uniform shall not resemble in pattern, design, or color that worn by the regular police officers of the city. Funeral escort guides may wear a badge and cap wreath if they desire; provided, that the badge or wreath does not resemble the official police officer's badge or bear the words "Police" or "Officer". Noncommissioned officers' stripes or commissioned officers' bars or insignia denoting a rank shall not be worn on the uniform. Funeral escort guides shall not wear a holster, handcuff case or cartridge case. A whistle or flash light baton may be used at the discretion of the escort guide. An escort guide shall not have on his person or on or about his escort vehicle any weapon declared to be unlawful by the statutes of the state; provided, however, that peace officers of the city, county, and the state, who may be licensed as escort guides may carry authorized weapons concealed on or about their person or escort vehicle while engaged as a motor vehicle escort guide.

Sec. 25 OPERATING PROCEDURES.

- (a) A motor vehicle escort guide shall not engage in a funeral escort service other than that of escorting a funeral procession, consisting of the hearse and cortege from the funeral home, the home of the deceased, or the home of the deceased's family to the place of service and from the place of service to the place of interment. If a funeral procession enters a roadway, expressway, or freeway which has a minimum posted speed limit, the motor vehicle escort guide shall cease the escort before the procession enters the roadway, expressway or freeway and resume the escort after the procession exits the roadway, expressway, or freeway.
- (b) A motor vehicle escort guide may escort overheight, overlength, or overwidth vehicles or loads as defined in the State Traffic Code, but only after the chief of police has been notified of each individual escort. The chief of police shall have the authority to designate the route and time of the escort.
- (c) A licensed motor vehicle escort guide is authorized to lead funeral processions within the city when the procession has been properly identified by the display of a pennant upon the outside of the lead vehicle and the hearse, and all other vehicles have their headlights turned on.
- (d) All motor vehicles in an escorted funeral procession which have been properly designated shall have the right of way over all other vehicles, except fire apparatus, ambulances, and police vehicles at any roadway intersection within the city, and the procession may be escorted through stop signs or signalized intersections without stopping, but the drivers of the motor vehicles shall exercise due regard for the safety of all approaching vehicles, and funeral processions being escorted shall be subject at all times to the control of police officers of the city. This subsection shall not apply to overheight, overlength, or overwidth vehicles or loads as defined in the State Traffic Code, which shall obey all traffic laws and traffic control devices.

- (e) Funeral processions shall travel as closely to the right edge of the roadway as practical and at a safe and prudent speed.
- (f) A funeral procession shall not enter or travel upon any roadway, expressway, or freeway which has a minimum posted speed limit between the hours of 7:00 a.m. and 9:00 a.m. or between the hours of 4:00 p.m. and 6:30 p.m., Monday through Friday. This subsection does not apply on a legal holiday. The funeral procession shall obey all traffic laws while on a roadway, expressway, or freeway which has a minimum posted speed limit.
- (g) Funeral escort guides shall not stop traffic approaching from the opposite direction or force or direct traffic to move off the roadway; however, oncoming traffic may be stopped at intersections and other places to assist the cortege in making left turns.

Sec. 26 ADVERTISEMENTS; LIMITATIONS.

A person engaged in the business of furnishing private motor vehicle escorts for hire or an employee of a private motor vehicle escort agency shall not distribute, present, or give away cards, handbills, or printed matter of any kind which bear the words "Police", "Official," or "Officer" in conjunction with advertising an escort service. Nor shall any advertisement state, imply, or misrepresent that a private motor vehicle escort service is required by the police department, the city or by any of its ordinances.

Sec. 27 PENALTY

Any person, company, or licensee violating any of the provisions of this chapter for which no other penalty has been provided shall be subject to the penalty established in section 10.99. In addition, a violator may have its license canceled by the City Manager or his or her designee. The city may also enforce this chapter through injunctive relief.