



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
NOVEMBER 18, 2025
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

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

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. MAYOR'S REPORT

5. CITY MANAGER'S REPORT

- A. City of Edinburg Events:
 - 2025 UFO Conference and Festival

6. PROCLAMATIONS/RECOGNITIONS

- A. Presentation Recognizing H-E-B and the Edinburg Consolidated Independent School District for their Support and Contributions to Edinburg Cares. [Javier Garza Director of Parks and Recreation]
- B. Presentation of Proclamation Recognizing November 2025, as Children's Grief Awareness Month as Requested by the Children's Bereavement Center Rio Grande Valley. [Clarice Y. Balderas, City Secretary]
- C. Presentation of Proclamation Recognizing Javen Hinojosa, ImageFIRST HeroesFirst National Contest Winner. [Clarice Y. Balderas, City Secretary]

7. 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.

8. PUBLIC HEARING

- A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, All of Lot 13, Tierra Buena Subdivision Number 1, Located at 3817 Duberney Boulevard, as Requested by Gerardo & Estephania Ordonez. [Jaime Acevedo, Director of Planning & Zoning]

9. AWARDING OF BID

- A. Consider Awarding Bid No. 2025-21, Downtown Water Treatment Plant Improvements - Rehabilitation of Existing Clarifier No. 1 - TWDB Project No. 62597 to JMJ Constructors in the Amount Not to Exceed \$457,781.00 and Execute Any Documents Related Thereto Pursuant to the City's Ordinance and Procurement Policies. [Gerardo Carmona Jr., P.E., Director of Utilities]

10. CONTRACTUAL

- A. Consider Authorizing the City Manager to Execute a renewal Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$395,000.00 for FY 2026 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Execute Any Documents Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

11. RESOLUTIONS

- A. Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2026-2029. [Clarice Y. Balderas, City Secretary]
- B. Consider Resolution Appointing a Designated Member, a Designated Alternate Board Member and Proxy(ies) to the Rio Grande Valley Metropolitan Organization (RGV-MPO) Transportation Policy Committee (TPC). [Clarice Y. Balderas, City Secretary]

12. 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 Execute a Merchant Processing Master Service Agreement with AdComp Systems and Ratification of the Service Agreement with the Municipal Court Subject to Master Service Agreement Through the Texas Department of Information Resources Contract No. DIR-CPO-5320 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]
- B. Consider Authorizing the City Manager or Designee to Execute an Amended Memorandum of Understanding (MOU) Between the Rio Grande Valley Texas Anti-Gang (RGV TAG) Center and the

City of Edinburg, Texas Police Department (EPD) for the Continued Operation of RGV TAG Project.
[Jaime Ayala, Chief of Police]

- C. Consider Authorizing the City Manager to Enter Into a Job Task Order No. 2 with ERO Architects for the City of Edinburg Phase II Facility Needs Assessment for the Police Department for the Total Amount Not to Exceed \$57,500.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]
- D. Consider Authorizing the Purchase of Mobile Outpost App, Which Includes Polaris-Digital Evidence Management Subscription Services from Utility, Inc. Through Sourcewell Contract No. 051321-UTI in the Amount of \$37,680.00, and Authorize the City Manager to Enter Into an Agreement and Execute Any Documents Relating Thereto. [Jaime Ayala, Chief of Police]
- E. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor under the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program, and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]
- F. Consider Authorizing the Disposition of Approximately 102 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

13. OTHER BUSINESS

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

14. 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. Consultation with City Attorney and Possible Action regarding City Ordinances. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
- 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.

15. 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 November 12, 2025 at 8:25 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: November 18, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.A.

Presentation: Parks and Recreation Edinburg Cares Partners

1. Agenda Item:

Presentation Recognizing H-E-B and the Edinburg Consolidated Independent School District for their Support and Contributions to Edinburg Cares. [Javier Garza Director of Parks and Recreation]

2. Description:

The City of Edinburg City Council and the Parks & Recreation Department would like to recognize and thank the Edinburg Cares Partners, H-E-B and the Edinburg Consolidated Independent School District, for their generous support and community spirit. Each year, Edinburg Cares brings our city together to help local families in need during the holiday season.

With generous community donations and the amazing support of H-E-B, which provides turkeys for holiday meals, we're able to share kindness and care with families across Edinburg. Thanks to Edinburg CISD, families are thoughtfully selected to receive these donations, ensuring the help reaches those who need it most.

3. Staff's Recommendation:

Recognize H-E-B and the Edinburg Consolidated Independent School District for their Support and Contributions to Edinburg Cares.

Reviewed by:

Javier Garza, Director of Parks and Recreation

Prepared by:

Rebecca Salinas,
Administrative Assistant

Attachments:

A. Presentation of Edinburg Cares Partners 1



14th ANNUAL EDINBURG CARES

The Edinburg Cares initiative brings the community together each year to support families in need. Donations are collected from businesses, organizations, schools, and residents throughout the community. These contributions are used to create meal packages that are distributed to local families during the holiday.

Presentation will begin at 8:30AM and to follow distribution: 8:45AM.

We extend our heartfelt thanks to all our sponsors for their generosity and continued support. This year we want to acknowledge HEB and ECISD for their unconditional dedication and partnership.





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.B.

Proclamation Recognizing Children's Grief Awareness

1. Agenda Item:

Presentation of Proclamation Recognizing November 2025, as Children's Grief Awareness Month as Requested by the Children's Bereavement Center Rio Grande Valley. [Clarice Y. Balderas, City Secretary]

2. Description:

The death of a loved one is profound and difficult. Children who experience the loss of a loved one face challenges that can affect their hearts, minds, and overall well-being.

Raising awareness about the unique challenges of childhood grief and how to support grieving children, can help these children to get the help and support that they need but sometimes don't get because their pain isn't always obvious or understood.

The Edinburg City Council would like to recognize Children's Grief Awareness month and invite the public to become aware of childhood bereavement.

3. Staff's Recommendation:

Present a Proclamation Recognizing November 2025, as Children's Grief Awareness Month.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Children's Grief Awareness Month

PROCLAMATION



CHILDREN’S GRIEF AWARENESS MONTH



WHEREAS, the death of a loved one is profound and difficult and children who experience the loss of a loved one face challenges that can affect their hearts, minds, and overall well-being; and,

WHEREAS, many grieving children navigate these difficult experiences quietly, often without the support or understanding they need due to the lack of awareness; and,

WHEREAS, the Children’s Bereavement Center Rio Grande Valley, in partnership with the community, provides compassionate care, guidance, and resources to help children and families heal; and,

WHEREAS, recognizing November 2025 as Children’s Grief Awareness Month and November 20, 2025, as Children’s Grief Awareness Day, we honor these children, raise awareness, and inspire our community to provide comfort and understanding; and,

WHEREAS, the City of Edinburg is dedicated to creating a nurturing environment where children feel safe, supported, and encouraged on their journey of healing.

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim November 2025, as:

CHILDREN’S GRIEF AWARENESS MONTH

and urge everyone to wear blue on November 20, 2025 in support of Children’s Grief Awareness Day.

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

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.C.

Proclamation Recognizing Javen Hinojosa

1. Agenda Item:

Presentation of Proclamation Recognizing Javen Hinojosa, ImageFIRST HeroesFirst National Contest Winner. [Clarice Y. Balderas, City Secretary]

2. Description:

Javen Hinojosa earned his EMT-Basic certification while attending Edinburg High School, he then worked as a first responder for five years and later transitioned to nursing, where he has spent the last five years working as an emergency room nurse at South Texas Health System Edinburg.

Mr. Hinojosa recently competed against 600 other healthcare heroes from across the United States to win the prestigious ImageFIRST HeroesFIRST contest, which recognizes exceptional healthcare heroes who go above and beyond to positively impact the lives of their patients.

Mr. Hinojosa has become the first-ever ImageFIRST HeroesFirst contest winner from the Rio Grande Valley, earning 1,121 votes, a record for the nationwide competition currently in its 5th year.

The Edinburg City Council would like to formally recognize Javen Hinojosa's significant accomplishments and celebrate his success.

3. Staff's Recommendation:

Present Proclamation Recognizing Javen Hinojosa, ImageFIRST HeroesFirst National Contest Winner.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

A. Javen Hinojosa

PROCLAMATION



JAVEN HINOJOSA

WHEREAS, Javen Hinojosa, an Edinburg native and valued member of the community, has demonstrated exceptional skill and dedication in the healthcare industry; and,

WHEREAS, Mr. Hinojosa earned his EMT-Basic certification while attending Edinburg High School, he then worked as a first responder for five years and later transitioned to nursing, where he has spent the last five years working as an emergency room nurse at South Texas Health System Edinburg; and,

WHEREAS, Mr. Hinojosa recently competed against 600 other healthcare heroes from across the United States to win the prestigious ImageFIRST HeroesFIRST contest, which recognizes exceptional healthcare heroes who go above and beyond to positively impact the lives of their patients; and,

WHEREAS, Mr. Hinojosa has become the first-ever ImageFIRST HeroesFirst contest winner from the Rio Grande Valley, earning 1,121 votes, a record for the nationwide competition currently in its 5th year; and,

WHEREAS, Mr. Hinojosa aligns closely with ImageFIRST’s values – Be Safe, Be Honest, Be Respectful and most of all, Be Remarkable; and,

WHEREAS, Mr. Hinojosa’s achievement not only brings honor to himself but also reflects positively on the entire community of Edinburg; and,

WHEREAS, the Edinburg City Council would like to formally recognize Javen Hinojosa’s significant accomplishments and celebrate his success.

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize:

JAVEN HINOJOSA

for his victory as the ImageFIRST HeroesFirst national contest winner.

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

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

PUBLIC HEARING

Agenda Item No: 8.A.

Rezoning Request - Gerardo & Estephania Ordonez

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, All of Lot 13, Tierra Buena Subdivision Number 1, Located at 3817 Duberney Boulevard, as Requested by Gerardo & Estephania Ordonez. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This property is located on the west side of Duberney Boulevard, approximately 420 feet west of North Mon Mack Road. The property is currently zoned Agriculture and Open Space (AO) District, which is intended to support agriculture and agriculture-supported uses as the primary use of land. On December 10, 2013, this property was annexed into the city limits of Edinburg, thus the Agriculture and Open Space (AO) District designation. This property has a lot width of 50 feet and a lot depth of 125.96 feet for a total lot area of 6,298 square feet. The requested zoning designation is the Residential, Primary (RP) District, which is intended to create residential neighborhoods, characterized tree-lined streets and buildings covering a larger percentage of the lots, beginning to create a sense of enclosure. The applicant is proposing to build a home at this location.

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

Staff mailed a notice of the public hearing to 41 neighboring property owners on Friday, October 10, 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 October 29, 2025.

On October 16, 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 October 23, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request.

3. Staff's Recommendation:

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Prepared by:

Rita Guerrero, Assistant

Jesus Saenz, Assistant City Manager

Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 10/23/25
CITY COUNCIL – 11/18/25
DATE PREPARED – 10/15/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Gerardo & Estephania Ordonez

AGENT: Not applicable

LEGAL: All of Lot 13, Tierra Buena Subdivision Number 1

LOCATION: 3817 Duberney Boulevard

LOT/TRACT SIZE: 6,298 square feet

CURRENT USE: Vacant Land

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Auto Urban Uses

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

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

**REZONING REQUEST
GERARDO & ESTEPHANIE ORDONEZ**

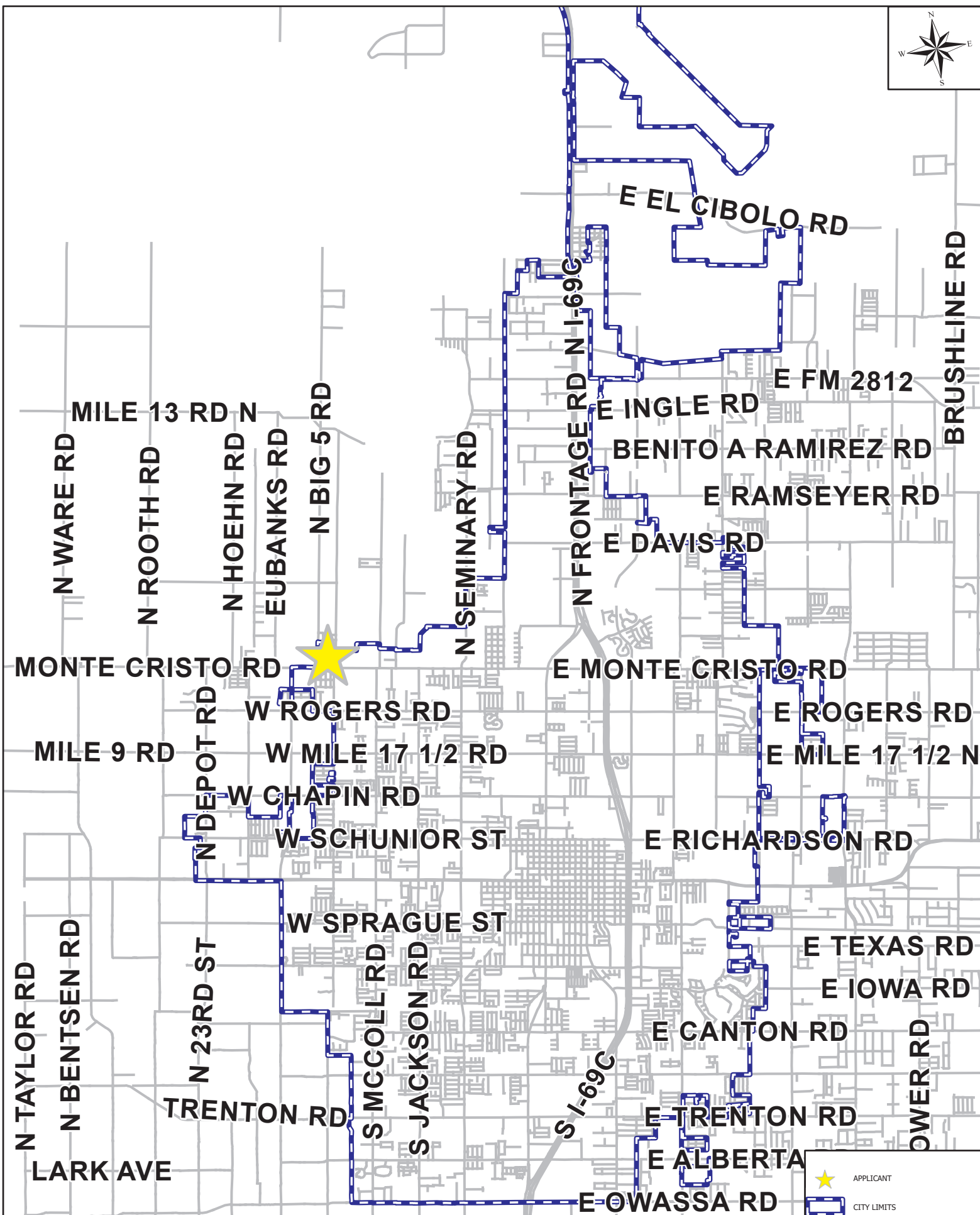
EVALUATION

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

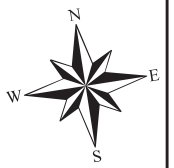
1. The applicant is proposing to build a home at this location.
2. Surrounding land consists of residential uses.
3. The proposed zoning is consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 41 neighboring property owners on Friday, October 10, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was be published in the newspaper on October 29, 2025.



★ APPLICANT
□ CITY LIMITS



1 in = 300 ft



CITY LIMITS



APPLICANT OR SUBDIVISION SITE



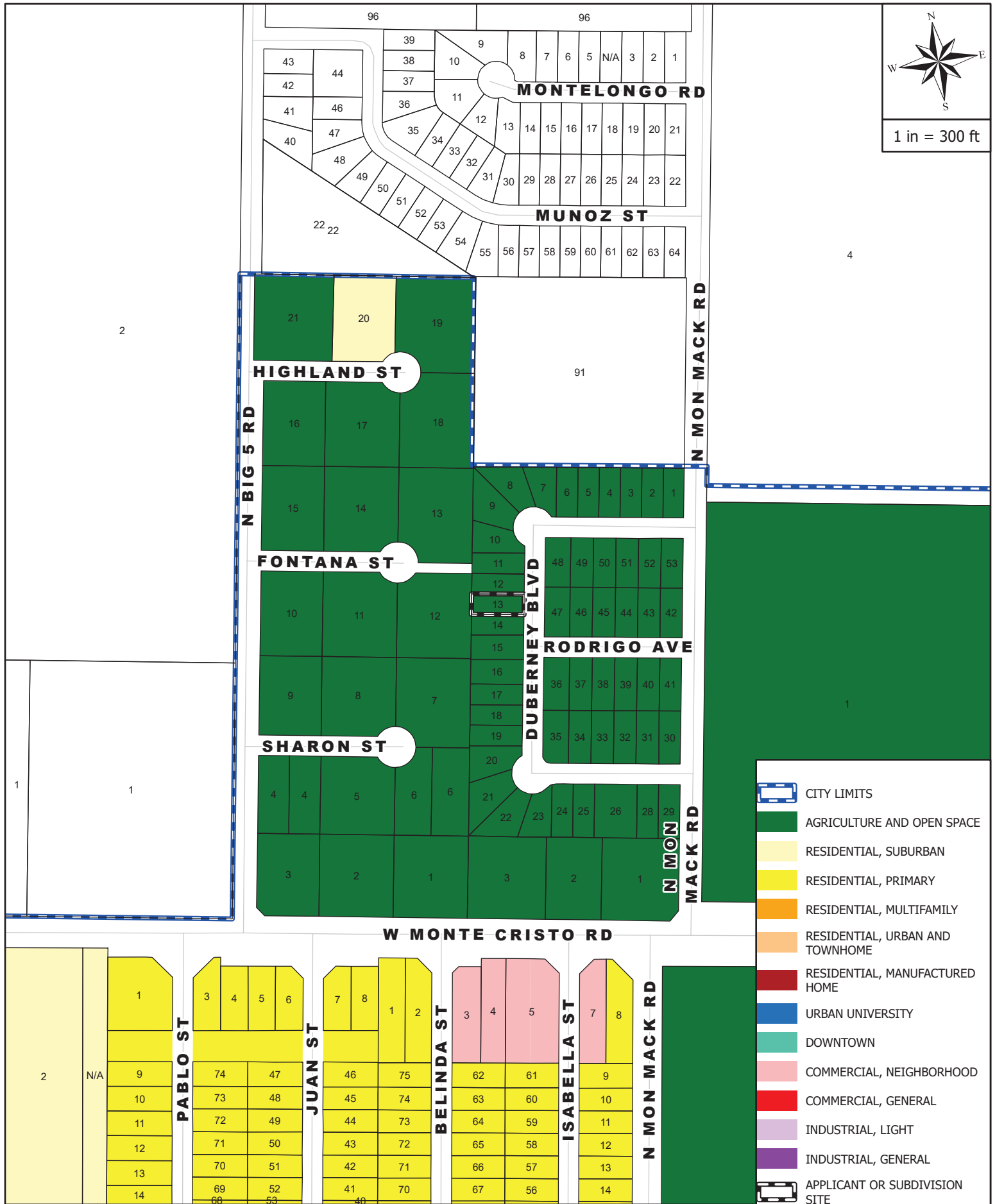
AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0306 3817 DUBERNEY BLVD



1 in = 300 ft



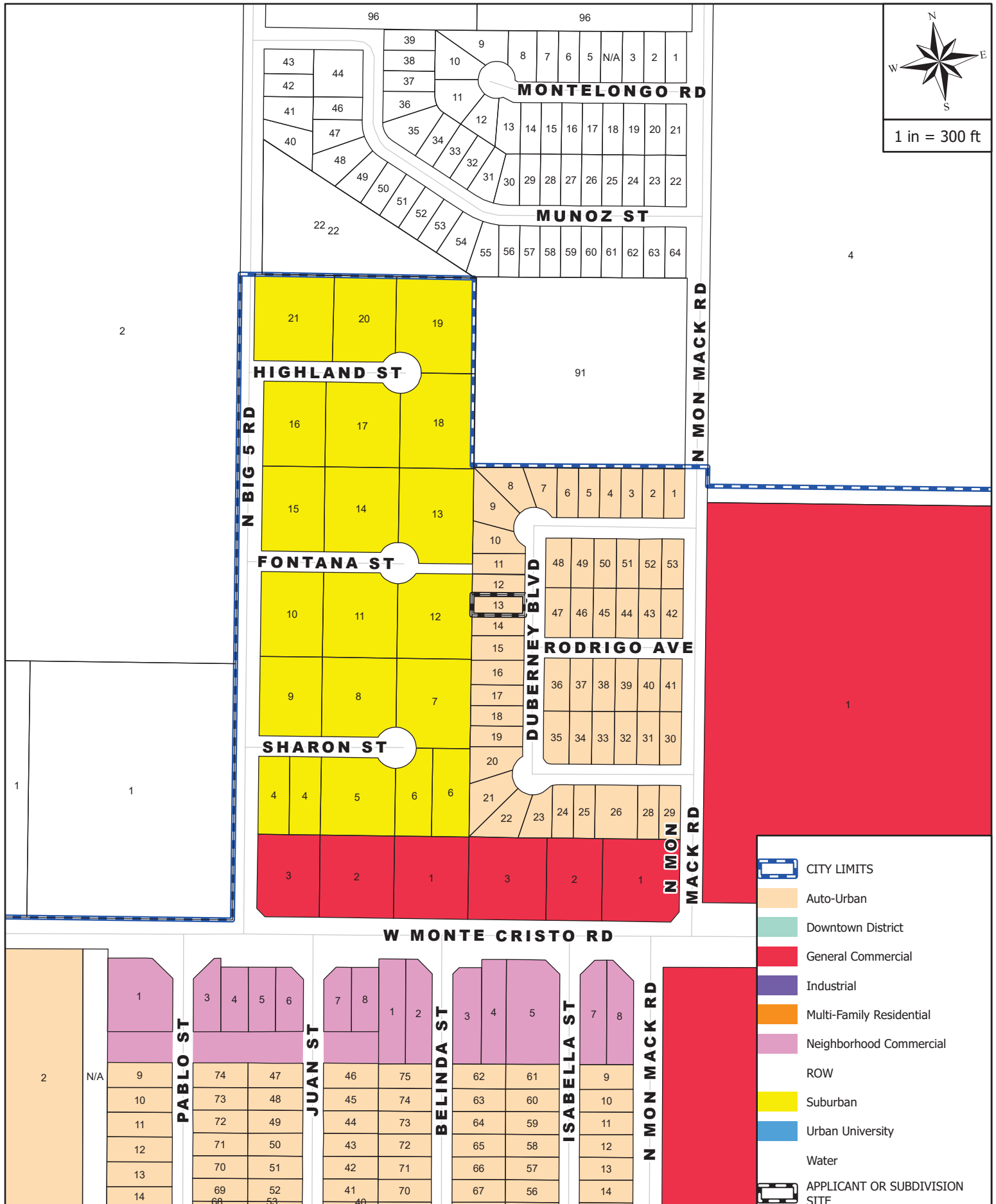
ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0306 3817 DUBERNEY BLVD



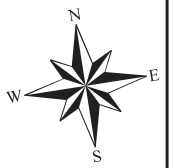
1 in = 300 ft



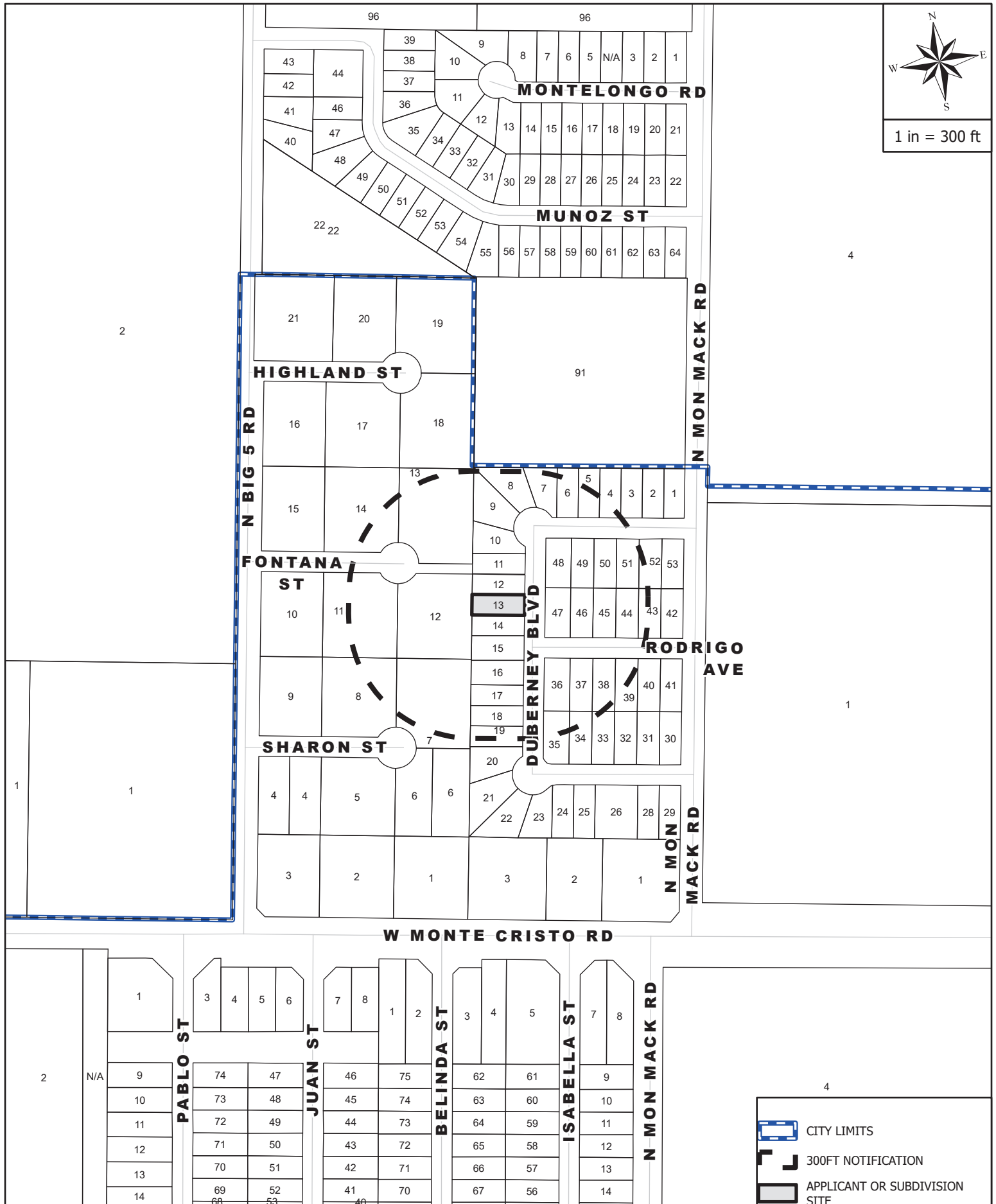
FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0306 3817 DUBERNEY BLVD



1 in = 300 ft



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0306 3817 DUBERNEY BLVD



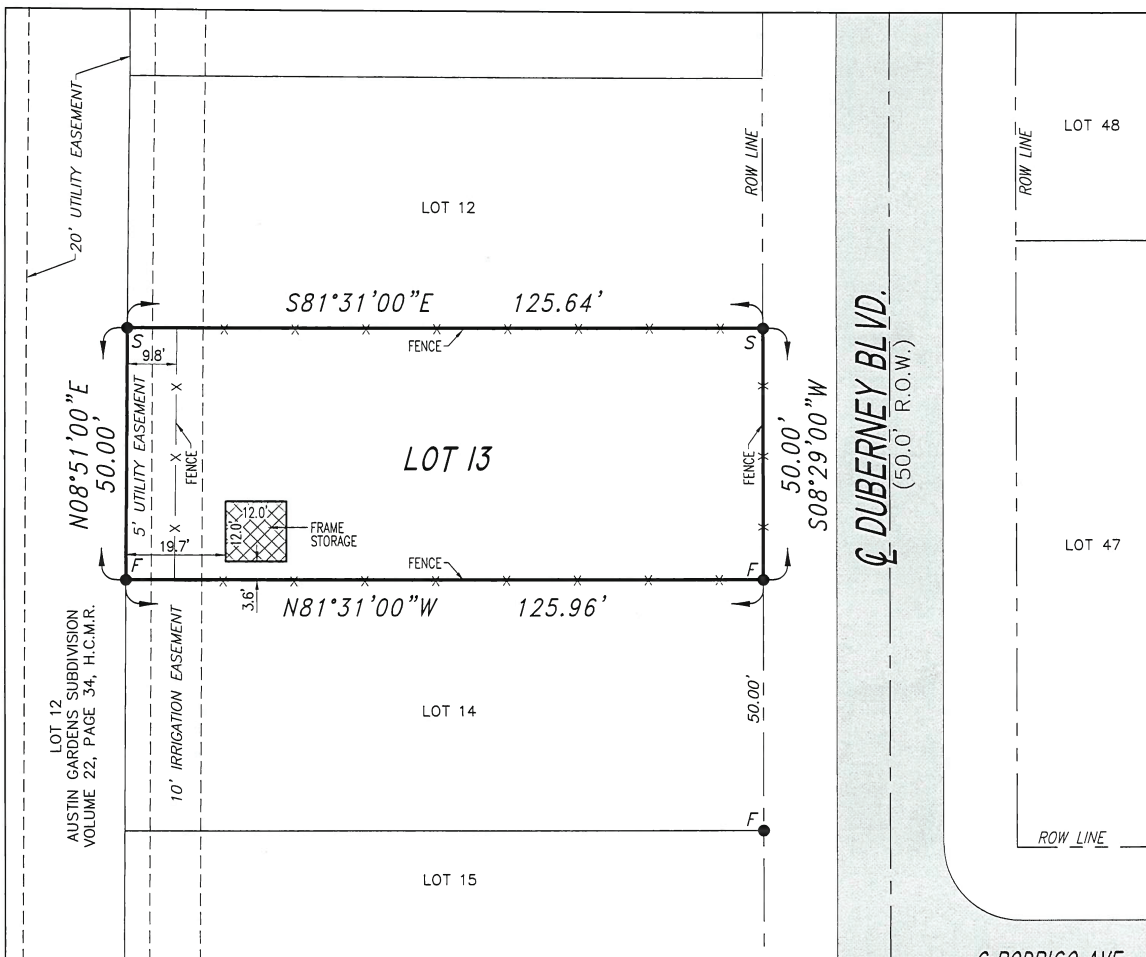
CITY LIMITS



300FT NOTIFICATION



APPLICANT OR SUBDIVISION
SITE



FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480334 0325 D
MAP REVISED: 06/06/2000
THIS AREA IS IN FLOOD ZONE "X"
LOMR: MAY 17, 2001

ADDRESS:
3817 DUBERNEY BLVD.
EDINBURG, TX 78541

BEARINGS BASED ON RECORD BEARINGS OF:
TIERRA BUENA No. 1 SUBDIVISION, AS
RECORDED IN VOLUME 23, PAGE 12, H.C.M.R.

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.

LEGEND:

F - FOUND 1/2" Ø IRON ROD
S - SET 1/2" Ø IRON ROD WITH
A CAP LABELED "RPLS 4204"

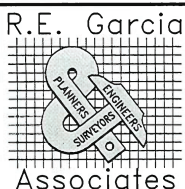


REGISTERED PROFESSIONAL LAND
SURVEYOR # 4204

PLAT SHOWING

ALL OF LOT 13, TIERRA BUENA No. 1 SUBDIVISION,
AS RECORDED IN VOLUME 23, PAGE 12, MAP
RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:
OVERHEAD AND UNDERGROUND FACILITIES ARE NOT SHOWN ON THIS SURVEY.
SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



R. E. GARCIA & ASSOCIATES

ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

TITLE:

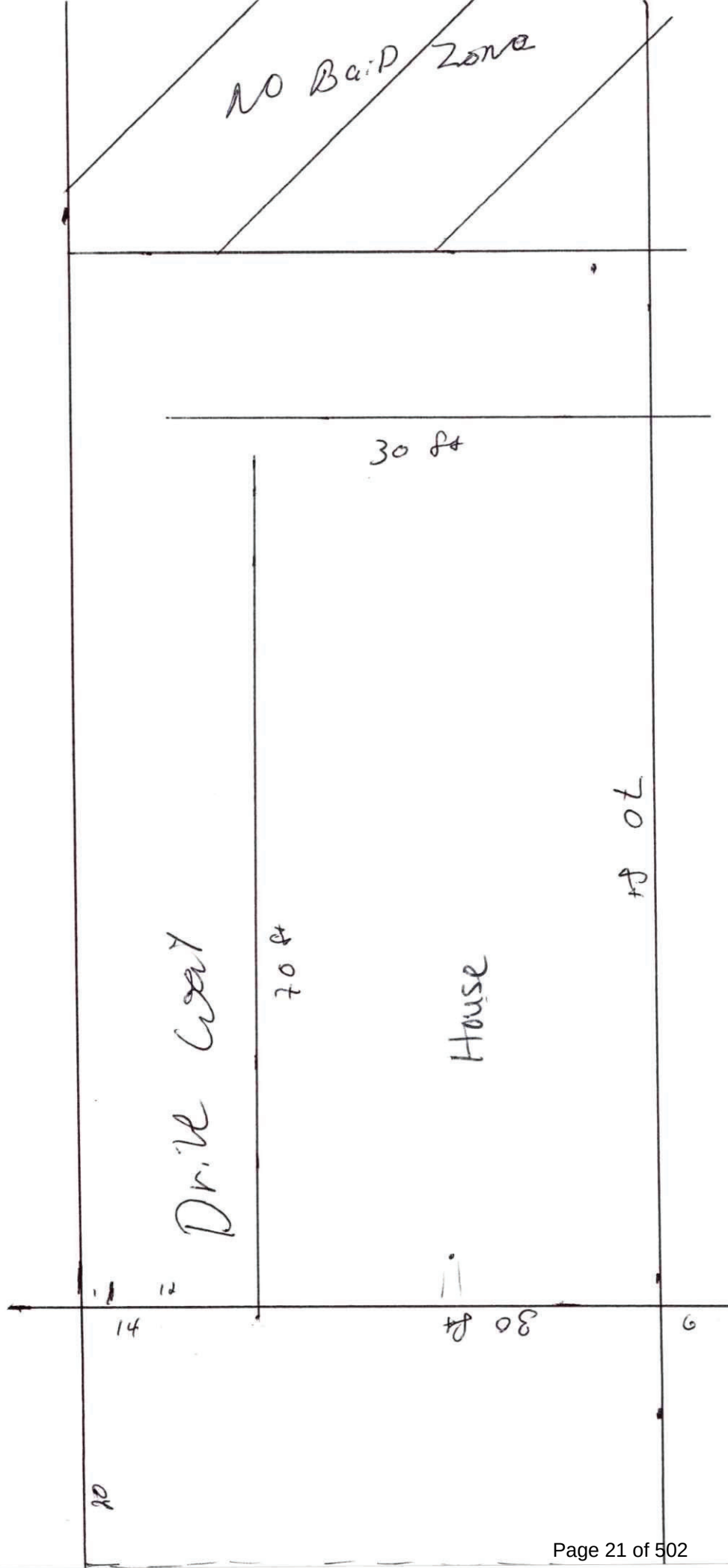
IMPROVEMENT SURVEY

DATE: JANUARY 27, 2025 REV:

JOB # 2025-011 BOOK T-166/PG.22

SCALE: 1" = 30'

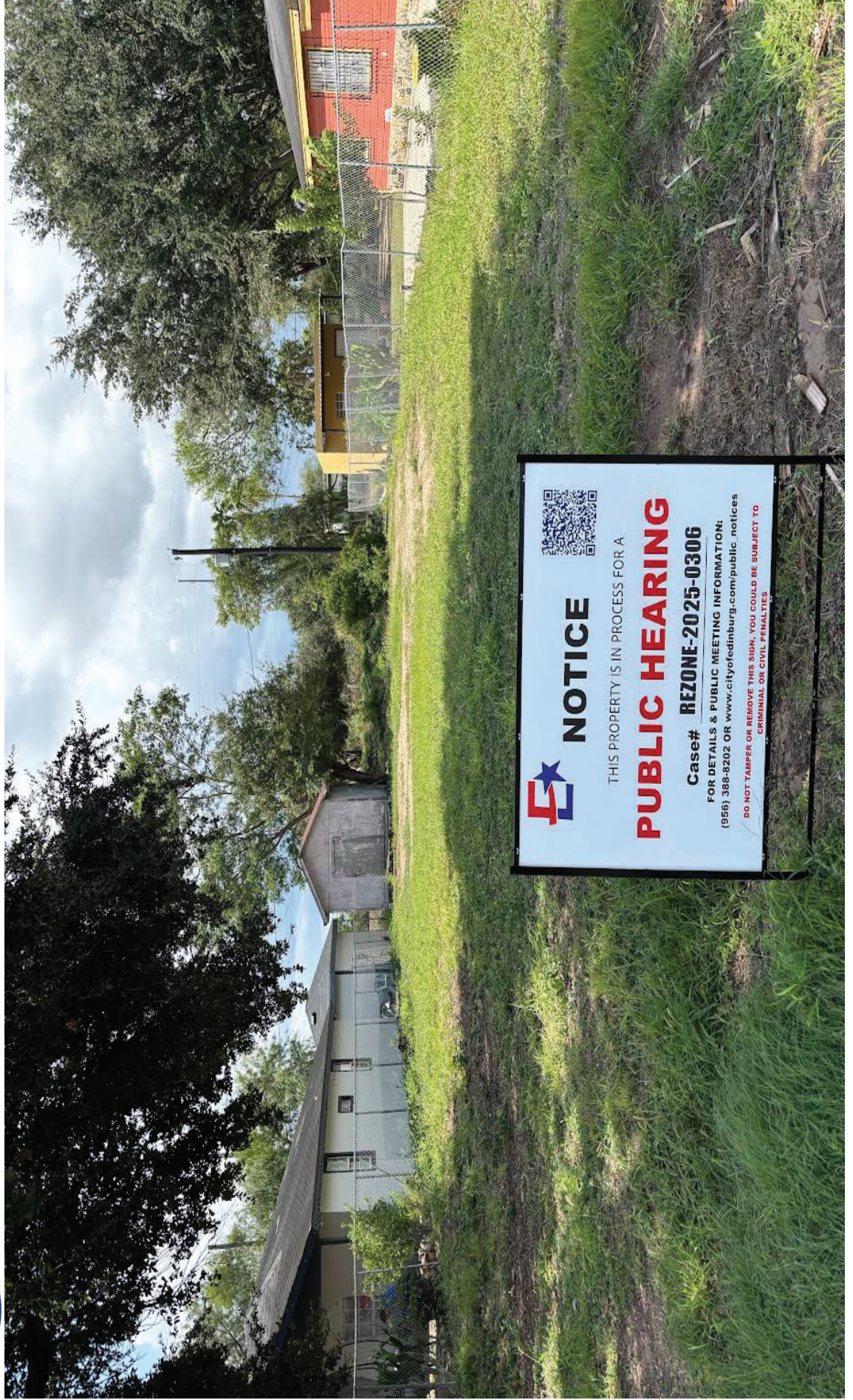
DRAWN BY: E.S.





Rezoning Request Site Photo

Gerardo & Stephanie Ordonez
3817 Duberney Boulevard



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, ALL OF LOT 13, TIERRA BUENA SUBDIVISION NUMBER 1, LOCATED AT 3817 DUBERNEY BOULEVARD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District, and Residential, Primary (RP) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Lot 13, Tierra Buena Subdivision Number 1, Located at 3817 Duberney Boulevard, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on October 23, 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 November 18, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 18th day of November 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, 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: November 18, 2025

AWARDING OF BID

Agenda Item No: 9.A.

Award Bid No. 2025-21 - Rehabilitation of Existing Clarifiers No. 1

1. Agenda Item:

Consider Awarding Bid No. 2025-21, Downtown Water Treatment Plant Improvements - Rehabilitation of Existing Clarifier No. 1 - TWDB Project No. 62597 to JMJ Constructors in the Amount Not to Exceed \$457,781.00 and Execute Any Documents Related Thereto Pursuant to the City's Ordinance and Procurement Policies. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

On September 3, 2025, bids were opened for Bid No. 2025-21, Downtown Water Treatment Plant Improvements - Rehabilitation of Existing Clarifier No. 1. A total of 2 responsive bids were received and opened. After reviewing the bids, staff recommends awarding Bid No. 2025-21 to JMJ Constructors, the lowest bidder meeting specifications in the amount of \$457,781.00. City Staff has verified that no monies are owed to the city by JMJ Constructors.

Below is the list of responsive bidders:

1. JMJ Constructors
2. R.P. Constructor, Inc.

The project involves demolition, removal and disposal of existing clarifier equipment and electrical components that are approximately 30 years old.

Funding is available from the Texas Water Development Board Loans L1000190 and L1000545.

The project is scheduled to be fully completed within 398 days from the issuance of the Notice to Proceed.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-21, Downtown Water Treatment Plant Improvements - Rehabilitation of Existing Clarifier No. 1 - TWDB Project No. 62597 to JMJ Constructors in the Amount Not to Exceed \$457,781.00 and Execute Any Documents Related Thereto Pursuant to the City's Ordinance and Procurement Policies.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

- A. Bid Tabulation
- B. Notice to Bidder
- C. Engineer's Recommendation Letter
- D. JMJ Constructors

E. R.P. Constructors, Inc.
F. Agreement



BID 2025-21 - Downtown Water Treatment Plant Improvements - Rehabilitation of Existing Clarifier No. 1- TWBD Project No. 62597

Opening Date: September 03, 2025 at 3:00 p.m.

BASE BID					JMJ CONSTRUCTORS		R.P. CONSTRUCTORS, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
		Replacement of Existing Clarifier No. 1, including all						
	1	Electrical and etc. ALL COMPLETE	1	LS	\$387,899.25	\$387,899.25	\$420,000.00	\$420,000.00
	2	Betterment Allowance for Additional Work	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
		Total				\$437,899.25		\$470,000.00

ALTERNATE BID					JMJ CONSTRUCTORS		R.P. Constructors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
		Replacement of Existing Clarifier No. 1 Including all						
	1	Electrical and etc. ALL COMPLETE	1	LS	\$407,781.00	\$407,781.00	\$440,000.00	\$440,000.00
	2	Betterment Allowance for Additional Work	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
		Total				\$457,781.00		\$490,000.00

REQUEST FOR BIDS

TBD

COPY OF DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- REHABILITATION OF EXISTING CLARIFIER NO. 1- TWBD PROJECT NO. 62597

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



RELEASE DATE: August 6, 2025

DEADLINE FOR QUESTIONS: August 21, 2025

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR BIDS

Copy of DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS-
Rehabilitation of Existing Clarifier No. 1- TWBD Project No. 62597

I.	Introduction.....
II.	Title Sheet
III.	Request for Bids
IV.	Notice to Bidders
V.	Instructions to Bidders
VI.	Federal Wage Rate Decision
VII.	WARRANTY
VIII.	Scope of Work
IX.	Vendor Questionnaire.....
X.	Modifications
XI.	Pricing Proposal

Attachments:

- A - Rules for Electronic Bidding
- B - HOUSE BILL 89 VERIFICATION
- C - SENATE BILL 13 VERIFICATION
- D - SENATE BILL 19 VERIFICATION
- E - BID BOND (PENAL SUM FORM)
- F - Sample Contractor Termination
- G - STATEMENT OF BIDDER'S QUALIFICATIONS
- H - 00450_Post Bid Procedures.docx
- I - 00500_Agreement.doc
- J - 00610_Performance Bond
- K - 00620_Payment Bond

L - 00625_Affidavit of Insurance

M - 00700_General Conditions.doc

N - 00800 Supplementary Conditions.docx

O - PROJECT MANUAL

P - Plans

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed bids to rehabilitate Section 3 West side clarifier No. 1 at the Down-Town Water Treatment Plant located at 500 E. Mahl St. Edinburg, Texas.

1.2. Background

The project involves demolition, removal and disposal of existing clarifier equipment and electrical components. Installation of new clarifier equipment and appurtenances as per specifications.

This Project Is Being Funded in whole or in part by the Texas Water Development Board and the City of Edinburg. Bidders on the work will be required to comply with the President's Executive Order No. 11246 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions HUD-4010, and all contract provisions listed in 24 CFR Part 85.36(i).

Respondents choosing to bid or provide proposals on must be currently Registered and Active in the System for Awards Management (SAM) database, at the time of bid opening. Respondents must submit the entity's Unique Entity Identification (UEI) Number with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondents UEI number into the SAM database.

THIS PROJECT IS SUBJECT TO THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF SECTION 608 OF THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. §1388). ALL IRON AND STEEL PRODUCTS FOR CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIRS INCORPORATED IN THESE PLANS MUST BE PRODUCED IN THE UNITED STATES?

A COPY OF THE TEXAS WATER DEVELOPMENT BOARD AMERICAN IRON AND STEEL (AIS) GUIDANCE FOR CLEAN WATER STATE REVOLVING FUND PROJECTS (TWDB -1106- REV 05/19) IS INCLUDED IN THE PROJECT SPECIFICATIONS.

THE CONSTRUCTION CONTRACTOR MUST OBTAIN CERTIFICATIONS FROM THE FINAL MANUFACTURER THAT DELIVERS THE IRON AND STEEL PRODUCT TO THE WORKSITE, VENDOR, OR CONTRACTOR ASSERTING THAT ALL MANUFACTURING PROCESSES OCCURRED IN THE UNITED STATES (VERSION 1 OF THE SAMPLE LETTER ON PAGE 26 (INCLUDED IN THE TWDB-1106 GUIDANCE FORM)). FOR PRODUCTS NOT DELIVERED TO THE PROJECT SITE, THE CONTRACTOR MUST OBTAIN THE FINAL MANUFACTURER'S CERTIFICATION FROM THE SUPPLIER (VERSION 2 OF THE SAMPLE LETTER ON PAGE 27 (INCLUDED IN THE TWDB -1106 GUIDANCE FORM)). THE SUPPLIER MUST CERTIFY THAT THE PRODUCTS BEING PROVIDED TO THE CONTRACTOR FOR THE PROJECT ARE AIS COMPLIANT AND THE CONTRACTOR AND APPLICANT MUST RETAIN COPIES OF THE SUPPLIER'S CERTIFICATION. NOTE: EPA HAS DETERMINED THAT A COMPARABLE

MANUFACTURER'S CERTIFICATION LETTER THAT MAKES REFERENCE TO THE USDA RURAL UTILITIES SERVICE WATER AND ENVIRONMENTAL PROGRAMS' AMERICAN IRON & STEEL REQUIREMENTS INSTEAD OF EPA'S AIS REQUIREMENTS WOULD BE ACCEPTABLE.

THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR INSPECTING IRON AND STEEL PRODUCTS FOR ANY READILY VISIBLE IDENTIFICATION LABELS INDICATING THE COUNTRY OF ORIGIN.

THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO MAINTAIN A FILE THAT CONTAINS THE CERTIFICATIONS FROM THE FINAL MANUFACTURERS, ANY APPROVED WAIVERS, AND THE DE MINIMIS LOG. THIS FILE MUST BE AVAILABLE FOR REVIEW BY TWDB REPRESENTATIVES. SAMPLE CERTIFICATION LETTERS, STEP CERTIFICATION LOG, AND DE MINIMIS LOG ARE INCLUDED IN ATTACHMENT 8. (INCLUDED IN THE TWDB-1106 GUIDANCE FORM).

THE CONTRACTOR WILL PROVIDE A LETTER OF FINAL CERTIFICATION, AFTER THE COMPLETION OF THE CONSTRUCTION CONTRACT AND PRIOR TO RELEASE OF RETAINAGE AND FINAL PROJECT ACCEPTANCE, STATING THE PROJECT WAS COMPLETED IN COMPLIANCE WITH THE AIS REQUIREMENTS.

1.3. Contact Information

Project Contact:

Arturo Martinez

Assistant Director of Utilities

1201 N Doolittle Rd.,

Edinburg, TX 78539

Email: amartinez@cityofedinburg.com

Phone: [\(956\) 388-8212](tel:(956)388-8212)

Procurement Contact:

Lorena Fuentes

Finance Manager

415 W. University Drive

Edinburg, TX 78539

Email: lfuentes@cityofedinburg.com

Phone: [\(956\) 388-8972](tel:(956)388-8972)

Department:

Utilities

Department Head:

Gerardo Carmona

Director of Utilities

1.4. Timeline

Release Project Date	August 6, 2025
Pre-Proposal Meeting (Non-Mandatory)	August 19, 2025, 10:00am 500 E. Mahl Street, Edinburg,TX 78539
Question Submission Deadline	August 21, 2025, 12:00pm
Proposal Submission Deadline	September 3, 2025, 3:00pm

2. Title Sheet

2.1. PROJECT MANUAL

PROJECT MANUAL FOR CITY OF EDINBURG: Copy of DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- Rehabilitation of Existing Clarifier No. 1- TWBD Project No. 62597 FOR EDINBURG, TEXAS

PROJECT ARCHITECT: Cruz-Hogan Consultants, Inc.

CITY ENGINEER: Gerardo Carmona Jr, P.E.

Gerardo Carmona Jr., P.E., _____

Date: _____

Architect: _____

Date: _____

3. Request for Bids

3.1. Request for Bids

The City of Edinburg is soliciting sealed Request for Bids; hereinafter referred to as RFB, to be received by the City Secretary's Office via the City's [eProcurement Portal](#). City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays. A pre-bid conference will be conducted by the Owner /Engineer at 3:00 pm on Wednesday, September 3, 2025. Attendance by prospective Bidders is recommended for all general contractors submitting bids. Sub-contractors, suppliers, and equipment suppliers may attend.

RFB'S will be received until 3:00 pm Central Time, on Wednesday, September 3, 2025, shortly thereafter all submitted RFB'S will be gathered and taken to the Edinburg Conference Room, 1st Floor, to be publicly opened and read aloud. Any RFB received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFB submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFB opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFB's. RFB's will not be accepted by telephone or facsimile machine. All RFB'S must bear original signatures and figures. The RFB shall be for:

Copy of DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- Rehabilitation of Existing Clarifier No. 1- TWBD Project No. 62597, TBD.

This project is being funded in whole or in part by the City of Edinburg. Bidders on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions HUD-4010, and all contract provisions listed in 24 CFR Part 85.36(i).

Prospective contractors/ subcontractors shall be registered in the SAM System for Award Management database prior to award of a contract or agreement. Registration can be completed at www.sam.gov. All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

"The City of Edinburg is an Equal Employment Opportunity Employer"

If you have any questions or require additional information regarding this bid, you may submit questions via the City's [eProcurement Portal](#) Q&A section. Questions must be received before: 12:00 pm on Thursday, August 21, 2025.

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 90 days without taking action.

3.2. INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the Copy of DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- Rehabilitation of Existing Clarifier No. 1- TWBD Project No. 62597 for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted via the City's [eProcurement Portal](#). Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or via email will NOT be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted.

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and submitted via the City's [eProcurement Portal](#). Failure to do so will disqualify your bid. Person submitting bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids **90 days** after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the Copy of DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- Rehabilitation of Existing Clarifier No. 1- TWBD Project No. 62597 as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

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

VENUE

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

AWARD

For purposes of this project, award is not contingent on approval of budget.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

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

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

3.3. CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

3.4. CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

3.5. 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

3.6. SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity

may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: 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 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.

3.7. SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it: does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and 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.

3.8. ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid. The following forms must be completed with your bid response. Conflict of Interest Questionnaire HB 89 Verification Form SB 13 Verification Form SB 19 Verification Form The forms stated above MUST be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. * FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.

3.9. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or \$500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or \$500,000 combined single limits

Comprehensive Auto Liability

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

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

or \$500,000 combined single limits

City's Protective Liability

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

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

or \$500,000 combined single limits

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

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

3.10. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

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

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

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

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

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification

of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of ninety (90) days after the date fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

4. Notice to Bidders

NOTICE TO BIDDERS

BID #2025-21 DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS REHABILITATION OF EXISTING CLARIFIER NO. 1 TWBD PROJECT No. 62597

The City of Edinburg is soliciting sealed bids to **Rehabilitate Section 3 West Side Clarifier No. 1 at the Downtown Water Treatment Plant located at 500 E. Mahl St. Edinburg, Texas.** The project involves demolition, removal and disposal of existing clarifier equipment and electrical components. Installation of new clarifier equipment and appurtenances.

Bids may be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539 or electronically. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays. Bids will be received until **3:00 p.m. Central Time, on Tuesday, August 26, 2025.**

All bids will be publicly opened and read aloud promptly in the City Hall Community Room at 415 W. University Dr., Edinburg, TX 78539 at 3:00 p.m. CST, on Tuesday, August 26, 2025.

Hardcopy bids shall be addressed to: **CITY OF EDINBURG, C/O CITY SECRETARY, 415 W. UNIVERSITY DRIVE, P.O. BOX 1079, EDINBURG, TX. 78540.**

Bids may be submitted in an envelope sealed with tape and prominently marked on the lower left-hand corner of bid envelope with corresponding bid number and title.

Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone, email or facsimile machine. All bids must bear original signatures and figures

A non-mandatory Pre-Bid Meeting will be held at the project site on August 19, 2025 at 10:00 a.m.

CONTINGENT AWARD OF CONTRACT. This CONTRACT is contingent upon release of funds from the Texas Water Development Board. Any contract or contracts awarded under this Invitation for Bid (IFB) or Request for Qualifications (RFQ) are expected to be funded in part by financial assistance from the TWDB. Neither the U.S. Environmental Protection Agency (EPA) or the State of Texas, nor any of its departments, agencies, or employees, are or will be a party to this IFB, RFQ, or any resulting contract.

AMERICAN IRON AND STEEL. Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SHARE GOALS. This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (MIWBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to MIWBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

EQUAL EMPLOYMENT OPPORTUNITY. All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors-Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

DAVIS-BACON WAGE REQUIREMENTS. Davis-Bacon prevailing wage requirements apply to the construction, alteration or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean Water State Revolving Fund (CWSRF) or a construction project financed, in whole or in part, from the Drinking Water State Revolving Fund (DWSRF). The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF. For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

The bidder shall furnish a bid guarantee equivalent to five percent of the bid price. **THE SUCCESSFUL BIDDER** will be required to furnish a Performance Bond and a Payment Bond, each in the amount of the contract, written by a responsible surety company authorized to do business in the State of Texas, and satisfactory to the City of Edinburg as required by Article 5160, V.A.T.C.S.

IN CASE OF AMBIGUITY or lack of clearness stating the price in the bids, the City of Edinburg reserves the right to consider the most advantageous construction thereof, or to reject all bids.

BIDDERS are cautioned that conditional or qualified bids, or bids not in the proper form may be rejected.

BIDDERS will be allowed to modify and/or withdraw bids prior to date of bid submission and receipt.

Bidders are advised that the bid documents can be downloaded from OpenGov web page address: <https://procurement.opengov.com/portal/cityofedinburg>.

4.1. NOTICE TO BIDDERS

Owner:City of Edinburg

415 W. University Drive

Edinburg, Texas 78539

Phone: (956) 388-8211

Engineer:

Crus-Hogan Consultants, Inc.

2290 West Pike Boulevard, Suite 102 Weslaco, TX 78596 (956)854-4227 www.cruzhogan.net

4.2. INVITATION

A. Bidders are invited to submit an offer for performance of a Contract to the City of Edinburg located at the above address, for the following construction Project:

Project: Copy of DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- Rehabilitation of Existing Clarifier No. 1- TWBD Project No. 62597

Located: 500 E. Mahl Street, Edinburg, TX 78539

B. Work of the Project consists of: The project involves demolition, removal and disposal of existing clarifier equipment and electrical components. Installation of new clarifier equipment and appurtenances, as per specifications.

C. The Contract Documents are identified Copy of DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- Rehabilitation of Existing Clarifier No. 1- TWBD Project No. 62597 as listed in the Project Manual, issued by the City of Edinburg/Engineer of Record.

D. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

E. When requested, the successful Bidder shall present satisfactory evidence that Bidder has regularly engaged in furnishing products and performing construction work as proposed, and has the capital, labor, equipment, and material to execute the Work required by Contract Documents.

4.3. BID SUBMISSION

A. Bids authorized and submitted by an officer of the company will be received via the City's [eProcurement Portal](#) until 3:00 pm local time, on Wednesday, September 3, 2025.

B. Bids submitted after the above time shall not be opened.

C. Bids shall be submitted in United States Currency and the English language on the Bid Forms and Supplements to Bid Forms provided with this Project Manual.

D. Oral, telephonic, facsimile, or telegraphic bids are invalid and will not receive consideration.

E. Bids will be opened and publicly read in the City of Edinburg City Hall Community Room at 415 W. University Drive, Edinburg, TX 78539 on the same date bids are received.

F. Bids will be irrevocable for 90 days from the bid date. Bidder may withdraw after 90 days without penalty if no mutual agreement can be reached.

4.4. MODIFICATION OR WITHDRAWAL

A. Bids submitted early may be modified or withdrawn via the City's [eProcurement Portal](#) prior to 10:00 am on Tuesday, August 19, 2025.

B. Oral, telephonic, facsimile, or telegraphic modification of Bids will not receive consideration.

C. Withdrawn Bids may be resubmitted up to the time designated for receipt of Bids via the City's [eProcurement Portal](#).

4.5. CONTRACT TIME

A. The Work shall be performed within the date established in the Notice to Proceed.

B. Contractor shall pay liquidated damages in the amounts of Please see 4.04 Liquidated Damages in the Agreement Between Owner and Contractor for Construction Contract - Agreement for failure to complete the Work within the Contract Time.

C. The work is to be performed only during weekdays 8:00 AM to 5:00 PM (Monday to Friday). City recognized holidays are recommended to be avoided. Work performed during weekends (Saturday-Sunday) and holidays will incur a Contractor payment of \$50 per hour to Owner for onsite inspection.

4.6. SECURITY DEPOSIT REQUIREMENTS

A. Bids shall be accompanied by a security deposit as stated in - Instructions to Bidders section above.

4.7. AVAILABILITY**

Bid Documents are available for printing via [eProcurement Portal](http://cityofedinburg.com/departments/finance/open_bid_notices.php)
http://cityofedinburg.com/departments/finance/open_bid_notices.php.

All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

C. Bid Documents may be purchased by bidders upon receipt of a cashier's check, certified check, money order, company check, or personal check in the amount established by the City of Edinburg or Engineer of Record. The cost includes the Project Manual w/ Specifications and one full sized set of Drawings. They can also be downloaded at no cost, via the City's [eProcurement Portal](#).

The cost for the bid documents will not be refunded.

E. Bid Documents are made available only for the purpose of obtaining offers for this Project. Purchase of Bid Documents does not grant a license for other purposes.

On receipt of Bid Documents, verify that documents are legible and complete. Compare contents of Project Manual with Table of Contents; see that all drawings listed in the List of Drawings are included. Notify City of Edinburg should the documents be incomplete as issued.

4.8. QUESTIONS AND INTERPRETATIONS

A. Bidder is required to study Bid Documents, the site, and conditions affecting the Work, and submit written questions on interpretation of those documents and conditions, or other factors affecting the Work, to the City of Edinburg.

B. Written questions may be submitted via the City's [eProcurement Portal](#) Q&A feature. No questions will be accepted after 12:00 pm on Thursday, August 21, 2025.

C. Immediately notify the Engineer upon finding discrepancies or omissions in the Bid Documents via the [eProcurement Portal](#).

4.9. ACCEPTANCE/REJECTION OF BIDS

A. The Owner reserves the right to reject or accept any bids as stated in the - Instructions to Bidders.

4.10. PRE-BID CONFERENCE

One (1) pre-bid conference will be conducted by the Owner at 10:00 am on Tuesday, August 19, 2025 . The pre-bid conference shall be conducted at the project site: located at 500 E. Mahl St., Edinburg, Texas 78539.

Attendance by prospective Bidders is highly recommended. Sub-contractors, suppliers, and equipment suppliers may attend. Bidders are encouraged to utilize the RSVP feature via the City's [eProcurement](#)

[Portal](#).

Recognizing that free and open communication will benefit all participants, the Owner does not intend to limit or curtail the exchange of information between the Engineer and the prospective Bidders. However, the pre-bid conference is conducted primarily for the benefit of prospective Bidders. As such, a specific procedure will be followed during the conference:

All attendees will sign-in, indicating their role with the project: contractor, supplier, manufacturer, etc.

Seating priority will be given to Prospective Bidders. Sub-contractors, suppliers, and manufacturer's representatives shall remain behind the contractor area.

The Owner will make introductions of his staff and consultants.

The Owner and consultants will give a brief description of the project.

Only Contracting firms (Prospective Bidders/Followers) are permitted to ask questions. Sub-contractors suppliers, and manufacturer's shall deliver their questions to the Contractor they are working with for presentation.

Questions and answers will be recorded and developed into Meeting Minutes. Meeting Minutes will be distributed to meeting attendees. The Owner reserves the right to use electronic recording, or some other method to record the meeting.

The meeting will be conducted in English. Translators will not be provided.

If necessary, written clarifications or instructions will be issued in the form of an Addendum. Refer to Instructions to Bidders for specific information concerning Addenda.

5. Instructions to Bidders

5.1. BID DOCUMENTS AND CONTRACT DOCUMENTS

1 DEFINITIONS

A. Definitions set forth in – General Conditions and in other Contract Documents, are applicable to the Bid Documents.

B. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, modify, correct, or change the Bid Documents.

C. Alternate Bid: The total amount bid for additions to the Work, as described in the Bid Documents. Each Alternate Bid shall include the cost of effects on adjacent or related components, and the Contractor's overhead and profit.

D. Bid Documents: The Project Manual and Drawings, including Addenda, plus Notice to Bidders, Instructions to Bidders, and Supplements to Bid Forms identified in Document 00310 - Form of Proposal.

E. Bidder: A person or entity who submits a Bid.

F. Low Bidder: The apparent successful Bidder who qualifies as a responsible Bidder and who submits the Bid with the lowest Total Bid Price.

G. Bid, Offer, Bidding: The act of submitting a complete and properly signed offer in accordance with these Instructions to Bidders. The Bid will be in the English language.

H. Total Bid Price: The monetary amount for performing the Work as identified by the Bidder in Document 00310 - Form of Proposal, which amount includes Cash Allowances and Alternate Bids, if any. Bid Price(s) will be in United States.

I. Security Deposit: A certified check, cashiers check or bid bond in at least the sum of 5 percent of the Total Bid Price which includes Cash Allowances and Alternate Bids, if any.

2 QUESTIONS, INTERPRETATIONS

A. Bidder shall: 1) carefully study the Bid Documents and compare them with each other, 2) examine the site, conditions thereon, and local conditions, and 3) report at once to the Engineer any errors, inconsistencies or ambiguities discovered.

B. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

C. Direct questions via the City's [eProcurement Portal](#).

D. Verbal discussions and answers are not binding. Requests from Bidders for clarifications and interpretations of content of documents must be submitted via the [eProcurement Portal](#) , and must be received not less than 5 business days before the date set for receipt of Bids.

E. The reply will be by Addendum.

3 ADDENDA

A. Addenda issued to Bidding Requirements are applicable only during the bidding period. Addenda to the Post-Bid Procedures are applicable only through the issuance of the Notice to Proceed. Any Addenda issued to Contract Forms, Conditions of the Contract, Specifications or Drawings become a part of the Contract Documents. Include resultant costs in the Total Bid Price.

B. Addenda will be issued by the Engineer to Bidders of record via the City's [eProcurement Portal](#).

C. Each Bidder shall ascertain, prior to submitting a Bid that the Bidder has received all Addenda issued. The Bidder shall acknowledge their receipt via the City's [eProcurement Portal](#) addenda acknowledgement feature.

4 SUBSTITUTIONS OF MATERIALS/EQUIPMENT

A. No substitutions will be considered on this Project during the bidding period.

B. Voluntary substitutions by the Bidder will not be considered.

5.2. [SITE ASSESSMENT](#)

A. Bidders shall examine the Project site before submitting a Bid, become familiar with local conditions under which the Work will be performed, conduct appropriate explorations, and correlate personal observations with requirements of the Bid Documents. Work will be performed in public right-of-way and City property. The site may be examined at any time during daylight hours.

B. Bidder shall make site investigations to the extent Bidder deems necessary to ascertain the extent of subsurface conditions and variations thereof.

C. Failure to perform such investigations during the bid period shall not relieve Bidder from responsibility for investigations, interpretations and proper use of available information in preparation of Bidder's proposal.

D. Publications by the United States Department of Agriculture, Soil Conservation Service and others may be helpful to the bidder in his subsurface site investigation.

E. Geotechnical investigation reports for the proposed project site may also be helpful to the bidder in his subsurface site investigation.

5.3. SUBCONTRACTORS/SUPPLIERS/OTHERS

A. The Owner reserves the right to reject a proposed Subcontractor or Supplier for reasonable cause.

5.4. BID SUBMISSION

1 SUBMISSION PROCEDURES

A. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed in Notice to Bidders section above.

B. Bids shall be submitted via the City's [eProcurement Portal](#).

C. Fill in all blanks in the Bid forms. Acknowledge receipt of Addenda. Bid all Alternate Bids required by Bid Documents.

D. A summary of submitted Bids will be made available to Bidders following the Bid opening.

E. All costs and expenses incurred by the Bidder that are associated with preparation of the Bid shall be paid by and be the sole responsibility of the Bidder.

2 BID INELIGIBILITY

A. Failure to provide required Security Deposit in the proper amount will be cause to declare the Bid invalid.

B. Improperly completed information may be cause for declaring the Bid invalid.

C. Bids that are illegible, obscure, altered, or which contain qualifications or irregularities of any kind, may be declared invalid.

5.5. BID ENCLOSURE REQUIREMENTS

1 SUPPLEMENTS TO BID FORMS

A. Bid submittals shall include any other documents specified herein.

2 SECURITY DEPOSIT

A. Bids shall be accompanied by a Security Deposit.

B. The Security Deposit of the Bidders will be retained until after the Contract is executed.

C. After execution of the Contract, Security Deposits will be returned to the Bidders.

D. If no Contract is awarded, all Security Deposits will be returned to the respective Bidders.

3 CERTIFIED CHECK/CASHIER'S CHECK

- A. Make certified check or cashier's check (security checks) payable to the Owner.
- B. The security checks are submitted on the condition that if the Bidder is named apparent Low Bidder and then fails either to timely execute the Agreement or to timely provide any required bonds, or to do both, then in that event the Owner will cash the security check.
- C. The Owner will retain an amount equal to the difference between the Bid of the Bidder providing the security check and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds.
- D. Any balance remaining will be reimbursed by the Owner to the Bidder who provided the security check.

4 BID BOND

- A. The bid bond must be a valid and enforceable bond, executed by a corporate Surety authorized by the Texas State Board of Insurance to conduct insurance business in the State of Texas and shall comply with other requirements set out by law or included in the Bid Documents.
- B. Endorse the bid bond in the name of the Owner as obligee, signed by the Contractor as principal and executed, signed and sealed by the Surety.
- C. The bid bond must be conditioned such that if the Bidder is named apparent Low Bidder and then fails either to execute the Agreement timely or to provide any required bonds timely, or to do both, then in that event the Surety will be obligated to pay to the Owner an amount equal to the difference between the Bid of the Bidder on whom the bond was written and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds, up to the penal sum of the Bond.
- D. In addition, the Owner expressly reserves the right to reject any Bid if the Bid Bond (or Bid Bond rider) conditions the Bid in a way inconsistent with the Bid Documents. Examples include but are not limited to:
 - 1. a condition prohibiting the Owner from making a Claim against the Performance Bond Surety that would be allowable under the Contract and Performance Bond form published in the Bid Documents;
 - 2. a condition that provides that the Performance Bond Surety cannot be held liable for completing the Contract in case of default; or
 - 3. a condition limiting the Performance Bond Surety's liability for damages inconsistent with the Contract and Performance Bond form published in the Bid Documents.
- E. On all contracts that will equal to or exceed \$100,000, the performance bond and the payment bond

must be provided by a surety that has a rating of "A" from AM BEST, MOODY'S or STANDARD & POORS.

In the event that the total bid amount is \$50,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Edinburg in lieu of a Performance Bond, provided that no money shall be paid to the contractor until completion of the work by the contractor and accepted of same by the City of Edinburg. In the event that the total bid amount is \$25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Edinburg in lieu of a Payment and Performance Bond.

5 Firm Type/Form of Proposal Signature

A. Firm Type/Form of Proposal shall be signed by the Bidder as follows:

Sole Proprietorship: Full name, address, and signature of sole proprietor, signed in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.

Partnership: Name and address of the firm, signature of each partner in the presence of a witness who will also sign. The full name and address of each partner shall be given.

Corporation: Signature of duly authorized officer.

Joint Venture: Each party of the joint venture shall execute Document 00310 - Form of Proposal under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

5.6. DETERMINING LOWEST RESPONSIVE, RESPONSIBLE BIDDER

BIDDER'S QUALIFICATIONS

A. Bids must contain evidence of Bidder's qualifications to do business in the state of Texas. To demonstrate that the Bidder is responsible and able to perform the Work, funding policies dictate each Bidder must submit, as a part of the Bidding Documents, all of the items listed below:

00310 Form of Proposal

00405 Schedule of Unit Price Work

00411 Bid Bond

00420 Statement of Bidder's Qualifications

00423 Certification of Bidder's Qualifications

00425 Equipment & Material Suppliers List

00429 Non-Bribery Model Form

00460 Non-Collusion Affidavit

00470 Conflict of Interest Disclosure

B. Only the above data/information provided with the Bidding Documents may be used for evaluation

and developing the Recommendation to Award by the Engineer. Bidders will not be allowed to substitute any "Key Personnel" other than alternates presented in the bid or examples of previous projects submitted in the bid package. Minor clarifications of submitted materials will be permitted after bid opening. Such request for clarifications will only be initiated by the Engineer in writing and only written responses will be accepted.

C. In determining the lowest responsible, responsive Bidder, in addition to price, the following elements will be considered:

1. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services, to the particular use required;
2. The ability, capacity and skill of the bidder to perform the contract or to provide the service required;
3. Whether the bidder can perform the contract and provide the service promptly, or within the time required, without delay or interference;
4. The character, responsibility, integrity, reputation, and experience of the bidder;
5. The quality of performance of previous services, or contracts;
6. The previous and existing compliance by the bidder with laws relating to the contract or service;
7. Any previous or existing noncompliance by the bidder with specifications, or requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;
8. The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the service; and
9. The ability of the bidder to provide competent personnel for the job, as demonstrated by the submitted listing of the names and the skills of experienced personnel, including potential alternates, whom the bidder currently employs and who will be available for performing this work;
10. The experience of the bidder in performing work similar in type, size and complexity to this project, as demonstrated by a listing of projects, with verifiable references (names, addresses, phone numbers, etc.), successfully completed.
11. Bidder shall provide with the Bid an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, person, or organization.

2 BIDDER MUST MEET THE FOLLOWING MINIMUM CRITERIA:

(A) The Bidder must demonstrate ****Successful Completion** during the last five (5) years of at least one project comparable in nature and scope to this project. The comparable scope shall be at least 1/4 the size of the proposed project.

(B) At least two ***Key Personnel**, and their potential alternate, employed by the Bidder must have a minimum of five (5) years experience in similar construction projects.

(C) The Bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.

Bidder may, at its discretion, include resumes of alternates for Key Personnel, and if in the process of bid evaluation, the Owner rejects any Key Personnel, the Owner will consider the alternates.

*** KEY PERSONNEL:** Individuals who will be directly assigned to this project. Resumes of Key Personnel must be submitted with the Bid (include in Document 00420) and accepted by the Owner in order for Bidder to receive the Award. At the minimum, the resumes for the following personnel that are to be assigned to this Project are to be submitted.

- (a) Owner or Principals of the Bidder
- (b) The Project Manager
- (c) The Project Superintendent
- (d) The Project Scheduler
- (e) Minimum of two Foremen

****SUCCESSFUL COMPLETION:** Defined as completion of a project on time, no more than thirty (30) days later than the original contract time, and within budget, within 5% of the original contract price. If there is any project submitted by the Bidder as qualifying, but which does not meet these requirements, in order to be fully responsible, the Bidder is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone numbers of the Design Engineer and the Client are to be provided for evaluation as to whether the project may be considered "successful". For any project where liquidated damages were assessed, the Bidder will not be considered to have been on time.

3 BIDDERS ARE REQUIRED TO SUBMIT WITH THEIR BID:

- 00310 Firm Type/ Form of Proposal
- 00405 Schedule of Unit Price Work (Please complete the Pricing Proposal Section herein)
- 00411 Bid Bond
- 00420 Statement of Bidder's Qualifications
- 00423 Certification of Bidder's Qualifications
- 00425 Equipment & Material Suppliers List
- 00429 Non-Bribery Model Form
- 00460 Non-Collusion Affidavit
- 00470 Conflict of Interest Disclosure

(A) Failure to submit these items with the bid will result in a finding that the bid is non-responsive and the bid will be disqualified.

The Owner will evaluate and compare only the bids determined to be responsive in accordance with the following:

- (a) Is the bid complete (all Bidding Documents submitted);
- (b) Have documents been properly signed;
- (c) Are the required bid securities part of the bid package; and
- (d) Are there any computational errors present?

The Owner reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Owner, shall not be taken into account in bid evaluation.

In evaluating the bids, the Owner will determine for each bid, the evaluated bid price by adjusting the bid price as follows:

Making any correction for errors;

Excluding provisional sums and the provision, if any, for contingencies in the price schedules;

Taking an appropriate adjustment for any other quantifiable acceptable non-material variations, deviations or alternative offers; and

Making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the Bidding Documents.

The Owner will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions of the Bidding Documents.

5.7. OFFER ACCEPTANCE, REJECTION

1 ACCEPTANCE

A. The Owner will give notice of intent to award the Contract to the Low Bidder. Acceptance by the Owner is conditioned upon Bidder's submission of information for establishing satisfactory qualifications, if required; and execution of submittals required in Document 00450 - Post-Bid Procedures.

B. The Bid shall remain open to acceptance and shall be irrevocable for the Period for Bid
Acceptance stated in Document 00020 – Notice to Bidders.

C. Additional time taken by Contractor to fulfill requirements for submittals, including review and re-submittal, shall be added to the acceptance period.

2 REJECTION

A. The Owner reserves the right to reject any and all Bids or to accept any Bid deemed advantageous to it.

3 BID TABULATION

A. The Engineer will tabulate, record, and evaluate the Bids of all responsible Bidders after the Bid opening.

B. In tabulating Bids, the amount written for a unit price governs over the total amount calculated. Therefore, the Engineer may correct any mathematical errors in the extension of the total amount based on the unit price given by a Bidder and adjust their Total Bid Price.

5.8. APPROVAL BY THE FUNDING AGENCIES

All addenda, contracts, work directives, change orders, time extensions, and other matters specified in the Contract Documents are not valid until approved in accordance with the City of Edinburg's Purchasing Policies and Procedures Manual.

6. Federal Wage Rate Decision

1 In accordance with the Davis-Bacon Act (Public Law No. 403, 7th Congress), the public body awarding this Contract does hereby specify the following to be assigned minimum wage rates which will be paid by the Contractor and all Subcontractors for this Project.

2 This prevailing wage rate does not prohibit the payment of more than the rates stated.

3 The wage scale for (Specify type of work).

Davis-Bacon Wage Rates can be found at <http://www.wdol.gov/dba.aspx>. Use the Wage Rates for Hidalgo County. Select the WD Determination that is appropriate for the Project Copy the Wage Rate directly from the DOL website to this Section.

7. WARRANTY

GENERAL

7.1. SECTION INCLUDES

This section describes the warranty. The conditions contained in this Section are specific administrative and policy requirements in addition to the general conditions and other requirements listed in the contract documents.

7.2. REFERENCES

– Not Used

7.3. DEFINITIONS

– Section 0700

7.4. CONTRACTOR'S WARRANTY OF TITLE

CONTRACTOR warrants and guarantees that all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

7.5. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree

otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

7.6. PARTIAL UTILIZATION

Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the above provisions will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirement of regarding property insurance.

7.7. FINAL INSPECTION

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

7.8. FINAL PAYMENT

Application for Payment After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, markedup record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii)

complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work. In lieu of the releases or waivers of Liens specified above and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Review of Application and Acceptance If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the above provisions. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

Payment Becomes Due Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

Final Completion Delayed If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required above, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

7.9. WAIVER OF CLAIMS

The making and acceptance of final payment will constitute: a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to the above, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

8. Scope of Work

8.1. Rehabilitation of Existing Clarifier No. 1

The project involves demolition, removal and disposal of existing clarifier equipment and electrical components. Installation of new clarifier equipment and appurtenances, as per specifications.

9. Vendor Questionnaire

9.1. Confirm that the person submitting bid is authorized to bind the bidder. *

Person submitting bid must have AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

☐ Please confirm

*Response required

9.2. Does the Company have an office located in Edinburg, Texas?*

☐ Yes

☐ No

*Response required

9.3. Has the Company ever conducted business with the City of Edinburg?*

☐ Yes

☐ No

*Response required

9.4. Company Information *

Name of Company

Name and Title of Person Submitting bid

Company Address

Telephone Number

Email Address

*Response required

9.5. REFERENCE FROM OWNER FOR PAST PERFORMANCE *

Please download the below documents, complete, and upload.

- [REFERENCE FROM OWNER FOR PA...](#)

*Response required

9.6. Equipment and Materials List *

Please download the below documents, complete, and upload.

- [Equipment and Materials Lis...](#)

*Response required

9.7. CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS *

CERTIFICATE OF BIDDER'S

EXPERIENCE & QUALIFICATIONS

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

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

☐ Please confirm

*Response required

9.8. [Bid Bond *](#)

Please download the below documents, complete, and upload.

- [Bid Bond.pdf](#)

*Response required

9.9. [CITY OF EDINBURG NON-BRIBERY MODEL FORM*](#)

Please download the below documents, complete, and upload.

- [00429 Non Bribery Model For...](#)

*Response required

9.10. [POST-BID PROCEDURES*](#)

Please confirm that you have read and agree to the Post Bid Procedures document attached herein.

☐ Please confirm

*Response required

9.11. [Non Collusion Affidavit *](#)

Please download the below documents, complete, and upload.

- [00460 Noncollusion Affidavi...](#)

*Response required

9.12. 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

Please confirm if the bidder has any conflict of interest to disclose.

☐ Yes

☐ No

*Response required

9.13. I have the following conflict of interest to disclose:*

Explain any conflict of interest

OR

State NONE

*Response required

9.14. Conflict of Interest Questionnaire *

Please download the below documents, complete, and upload.

- [00475 CIQ.pdf](#)

*Response required

9.15. [AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT*](#)

Confirm tht you have read and will accept the sample agreement if awarded the project.

☐ Please confirm

*Response required

9.16. [FORM OF BUSINESS*](#)

Please download the below documents, complete, and upload.

- [00630 Form of Business.doc](#)

*Response required

9.17. [RESOLUTION OF CORPORATION*](#)

Please download the below documents, complete, and upload.

- [00631 Resolution of Corpora...](#)

*Response required

9.18. [CONTRACTOR'S RESOLUTION ON AUTHORIZED REPRESENTATIVE \(ED-104*](#)

Please download the below documents, complete, and upload.

- [00632 Contractors Resolutio...](#)

*Response required

9.19. [CONTRACTOR'S ACT OF ASSURANCE*](#)

Please download the below documents, complete, and upload.

- [00635 Contractors Act of As...](#)

*Response required

9.20. [CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*](#)

Please download the below documents, complete, and upload.

- [00640 Certificate Regarding...](#)

*Response required

9.21. [STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT*](#)

Have you read and agree to the STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT attached?

☐ Please confirm

*Response required

9.22. [Supplementary Conditions OF THE CONSTRUCTION CONTRACT*](#)

Have you read and agree to the Supplementary Conditions

OF THE CONSTRUCTION CONTRACT

attached?

☐ Please confirm

*Response required

9.23. [NOAA Weather Rain Days Policy*](#)

Please download the below documents, complete, and upload.

- [CHANGES IN THE WORK.pdf](#)

*Response required

9.24. [Firm Type/ Form of Proposal](#)

Please answer the two following questions

9.24.1. *Firm Identity Type **

Select your Firm's identity type:

Sole Proprietorship: Full name, address, and signature of sole proprietor, signed in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.

Partnership: Name and address of the firm, signature of each partner in the presence of a witness who will also sign. The full name and address of each partner shall be given.

Corporation: Signature of duly authorized officer.

Joint Venture: Each party of the joint venture shall execute Document 00310 - Form of Proposal under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Joint Venture

*Response required

9.24.2. Firm Identity Type/ Form of Proposal *

Please download the below documents, complete, and upload.

- [Business Type Form.pdf](#)

*Response required

9.24.3. 1. Proposal* Please upload your entire proposal here as one complete PDF document (*including all required form attachments). Please do not upload multiple files.*

*Response required

10. Modifications

GENERAL

10.1. SECTION INCLUDES

This section contains information pertaining to modifications and changes for the Contract Documents for the Project.

10.2. REFERENCES

– Not Used

10.3. DEFINTIONS

- Section 0700

10.4. MODIFICATIONS OF CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) Engineer's approval of a Shop Drawing or Sample; or (iii) Engineer's written interpretation or clarification. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with Owner: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adoption by Engineer. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

10.5. PRODUCT

– Not Used

10.6. EXECUTION

– Not Used

11. Pricing Proposal

Note: The City reserves the right to consider each group as a separate bid and award any or all, whichever may be more advantageous to the City. The City reserves the right to increase or decrease the quantities depending on availability of funds.

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Replacement of Existing Clarifier No. 1, including all Electrical and etc. ALL COMPLETE	1	LS		
2	Betterment Allowance for Additional Work	1	LS	\$50,000.00	
TOTAL					

ALTERNATE BID

EQUIPMENT CONSTRUCTED OF 304 STAINLESS STEEL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Replacement of Existing Clarifier No. 1 Including all Electrical and etc. ALL COMPLETE	1	LS		
2	Betterment Allowance for Additional Work	1	LS	\$50,000.00	
TOTAL					



CRUZ - HOGAN

ENGINEERS | PLANNERS

TBPE Firm Reg No. F-4860

Offices

Weslaco
McAllen
Harlingen

September 4, 2025

City of Edinburg
415 West University Drive
Edinburg, Texas 78541

Attention: Arturo Martinez

Via e-mail amartinez@cityofedinburg.com

Project: Downtown Water Treatment Plant Improvements
Rehabilitation of Existing Clarifier No. 1
TWDB DWSRF Project No.62597
Bid No. 2025-21

Re: Bid Award Recommendation of Award of Contract

Dear Mr. Martinez :

On September 3, 2025, the City of Edinburg received three (3) construction bids for the Downtown Water Treatment Plant Improvements, Rehabilitation of Existing Clarifier No. 1 Project, TWDB DWSRF Project No.62597, Bid No. 2025-21.

The City of Edinburg Purchasing Office has now released the official bid proposals directly to us for further evaluation. Cruz-Hogan Consultants, Inc., has reviewed the submitted bids and submitted Bidder's Qualifications.

As part of the evaluation performed, we reviewed and evaluated all the bids of all three (3) bidding contractors. Based on our Bid Analysis and **our Professional Opinion**, we have determined and deemed appropriate that the **Lowest Responsive and Responsible Bidder** for the Project to be JMJ Constructors, LLC. Their submitted bid appears to be in order and fully compliant with the project bidding requirements.

Therefore, we recommend that the **Alternate Bid** submitted by JMJ Constructors, LLC, in the amount of \$ 457,781.00 be accepted and a contract be awarded, **subject to available funds**.

Please advise of any questions or comments you may have in reference to this project. I can be contacted via email at orlando@cruzhogan.net or via telephone at 956-854-4227.

Sincerely,


Orlando S. Cruz, P.E.
President





City of Edinburg

Utilities

Gerardo Carmona, Director of Utilities

415 W. University Drive, Edinburg, TX 78541

[JMJ CONSTRUCTORS] RESPONSE DOCUMENT REPORT

RFB No. 2025-21

DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- Rehabilitation of Existing Clarifier No. 1- TWBD Project
No. 62597

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

Report Generated: Thursday, October 2, 2025

JMJ CONSTRUCTORS Response

CONTACT INFORMATION

Company:

JMJ CONSTRUCTORS

Email:

jmjconstructors@gmail.com

Contact:

N/A

Address:

2005 N Los Ebanos Blvd
Alton, TX 78573

Phone:

(956) 598-6665

Website:

N/A

Submission Date:

Sep 3, 2025 2:48 PM (Central Time)

QUESTIONNAIRE

1. Confirm that the person submitting bid is authorized to bind the bidder.,*

Person submitting bid must have AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Confirmed

2. Does the Company have an office located in Edinburg, Texas?*

No

3. Has the Company ever conducted business with the City of Edinburg?*

Yes

4. Company Information *

Name of Company

Name and Title of Person Submitting bid

Company Address

Telephone Number

Email Address

JMJ CONSTRUCTORS, JOSE LUIS DIAZ, PRESIDENT, 956-598-6665, jmjconstructors@gmail.com

5. REFERENCE FROM OWNER FOR PAST PERFORMANCE *

Please download the below documents, complete, and upload.

- [REFERENCE FROM OWNER FOR PA...](#)

5._REFERENCE_FROM_OWNER_FOR_PAST_PERFORMANCE.pdf

6. Equipment and Materials List *

Please download the below documents, complete, and upload.

- [Equipment and Materials Lis...](#)

6._EQUIPMENT_AND_MATERIALS_LIST.pdf

7. CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS *

CERTIFICATE OF BIDDER'S

EXPERIENCE & QUALIFICATIONS

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

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

Confirmed

8. Bid Bond *

Please download the below documents, complete, and upload.

- [Bid_Bond.pdf](#)

8._BID_BOND.pdf

9. CITY OF EDINBURG NON-BRIBERY MODEL FORM*

Please download the below documents, complete, and upload.

- [00429 Non Bribery Model For...](#)

9._CITY_OF_EDINBURG_NON-BRIBERY_MODEL_FORM.pdf

10. POST-BID PROCEDURES*

Please confirm that you have read and agree to the Post Bid Procedures document attached herein.

Confirmed

11. Non Collusion Affidavit *

Please download the below documents, complete, and upload.

- [00460 Noncollusion Affidavi...](#)

No response submitted

12. 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

Please confirm if the bidder has any conflict of interest to disclose.

No

13. I have the following conflict of interest to disclose:*

Explain any conflict of interest

OR

State NONE

None

14. Conflict of Interest Questionnaire *

Please download the below documents, complete, and upload.

- [00475 CIQ.pdf](#)

14._CONFLICT_OF_INTEREST_QUESTIONNAIRE.pdf

15. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT*

Confirm tht you have read and will accept the sample agreement if awarded the project.

Confirmed

16. FORM OF BUSINESS*

Please download the below documents, complete, and upload.

- [00630 Form of Business.doc](#)

No response submitted

17. RESOLUTION OF CORPORATION*

Please download the below documents, complete, and upload.

- [00631 Resolution of Corpora...](#)

17._RESOLUTION_OF_CORPORATION.pdf

18. CONTRACTOR'S RESOLUTION ON AUTHORIZED REPRESENTATIVE (ED-104*

Please download the below documents, complete, and upload.

- [00632 Contractors Resolutio...](#)

18._CONTRACTOR'S_RESOLUTION_ON_AUTHORIZED_REPRESENTATIVE.pdf

19. CONTRACTOR'S ACT OF ASSURANCE*

Please download the below documents, complete, and upload.

- [00635 Contractors Act of As...](#)

19._CONTRACTOR'S_ACT_OF_ASSURANCE.pdf

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

Please download the below documents, complete, and upload.

- [00640 Certificate Regarding...](#)

20._CERTIFICATION_REGARDING_DEBARMENT,_SUSPENSION.pdf

21. STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT*

Have you read and agree to the STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT attached?

Confirmed

22. Supplementary Conditions OF THE CONSTRUCTION CONTRACT*

Have you read and agree to the Supplementary Conditions
OF THE CONSTRUCTION CONTRACT
attached?

Confirmed

23. NOAA Weather Rain Days Policy*

Please download the below documents, complete, and upload.

- [CHANGES IN THE WORK.pdf](#)

No response submitted

24. Firm Type/ Form of Proposal

Please answer the two following questions

FIRM IDENTITY TYPE *

Select your Firm's identity type:

Sole Proprietorship: Full name, address, and signature of sole proprietor, signed in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.

Partnership: Name and address of the firm, signature of each partner in the presence of a witness who will also sign. The full name and address of each partner shall be given.

Corporation: Signature of duly authorized officer.

Joint Venture: Each party of the joint venture shall execute Document 00310 - Form of Proposal under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

Corporation

FIRM IDENTITY TYPE/ FORM OF PROPOSAL *

Please download the below documents, complete, and upload.

- [Business Type Form.pdf](#)

[24.2_FIRM_IDENTITY_TYPE_FORM_OF_PROPOSAL.pdf](#)

1. PROPOSAL* PLEASE UPLOAD YOUR ENTIRE PROPOSAL HERE AS ONE COMPLETE PDF DOCUMENT (*INCLUDING ALL REQUIRED FORM ATTACHMENTS). PLEASE DO NOT UPLOAD MULTIPLE FILES.*
 BID_SUBMITTAL-_JMJ_CONSTRUCTORS.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Replacement of Existing Clarifier No. 1, including all Electrical and etc. ALL COMPLETE	1	LS	\$387,899.25	\$387,899.25
2	Betterment Allowance for Additional Work	1	LS	\$50,000.00	\$50,000.00
TOTAL					\$437,899.25

ALTERNATE BID

EQUIPMENT CONSTRUCTED OF 304 STAINLESS STEEL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Replacement of Existing Clarifier No. 1 Including all Electrical and etc. ALL COMPLETE	1	LS	\$407,781.00	\$407,781.00
2	Betterment Allowance for Additional Work	1	LS	\$50,000.00	\$50,000.00
TOTAL					\$457,781.00

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

Reference For: JMJ DIAZ CORP DBA MJM CONSTRUCTORS

Reference Company Name: F.J. underground utilities

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

Signature: _____

Printed Name: _____

Date: _____

DOCUMENT 00425

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Crane Groove 500	X	

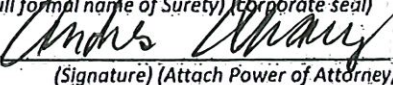
B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

[illegible]

BIDDER

00425 - 2 of 4

BID BOND (PENAL SUM FORM)

Bidder Name: JMJ Constructors Address (principal place of business): 2005 N. Los Ebanos Rd. Alton, TX 78573	Surety Name: Great Midwest Insurance Company Address (principal place of business): 800 Gessner Rd. Houston, TX 877024
Owner Name: City of Edinburg Address (principal place of business): 415 W. University Drive Edinburg, TX 78541	Project (name and location): Downtown Water Treatment Plant Improvements Rehabilitation of Existing Clarifier No. 1 Bid Due Date:
Bond Penal Sum: 5% Greatest Amount Bid Date of Bond: 08/25/2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder JMJ Constructors (Full formal name of Bidder)	Surety Great Midwest Insurance Company (Full formal name of Surety) (Corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Jose Diaz (Printed or typed)	Name: Andres Alvarez (Printed or typed)
Title: President	Title: Atty-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Marco Diaz (Printed or typed)	Name: Phil Young (Printed or typed)
Title: Witness	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Andres Alvarez, Philip Young, Ruby Hernandez, Michael Benitez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

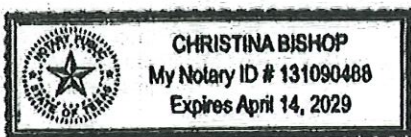


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of August 2025



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DOCUMENT 00429

CITY OF EDINBURG NON-BRIBERY MODEL FORM



[09/03/2025]

[JMJ Constructors]
2005 N Los Ebanos Blvd
Alton, TX 78573

Dear City of Edinburg:

The undersigned party certifies that [JMJ Constructors] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Jose Luis Diaz

Printed name



Signature

President

Position in bidding company

09/03/2025

Date

END OF SECTION

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.

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 N/A

Signature of vendor doing business with the governmental entity

09/03/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Document 00631

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

[Name of Corporation / Contractor]

meeting on this 3rd day of September, 2025, that Jose Luis Diaz

[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

3rd day of, September, 2025.



Secretary/Assistant Secretary



[Seal]

END OF DOCUMENT

00631- 1 of 2

CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)

Jose Luis Diaz

Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the
JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

name of corporation

meeting

on the day of 3rd, 2025, that Jose Luis Diaz

and be, and hereby is,

authorized to act on behalf of JMJ DIAZ CORP DBA JMJ CONSTRUCTORS
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said
meeting and that the resolution has not been rescinded or amended and is now in full forces
and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and
affix the seal of the corporation this 3rd day of September, 2025.


Secretary

(seal)



Document 00635

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS

THE COUNTY OF Hidalgo

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Jose Luis Diaz, Affiant,
[Affiant]who being by me duly sworn on his oath stated that he is President, of
[Title]JMJ DIAZ CORP DBA JMJ CONSTRUCTORS
the Contractor, Contractor, that he is authorized to represent Contractor
[Contractor]pursuant to provisions of a resolution adopted on this 3rd day of September, 2025. A duly
certified copy of such resolution is attached to and is hereby made a part of this document.Affiant, in such capacity declares and assures the City of Edinburg that Contractor will construct the Project
in accordance with sound construction practice and all laws of the State of Texas.

[Affiant]

SWORN AND SUBSCRIBED before me on this 3rd day of September, 2025.

Notary Public in and for the State of TEXAS

Marco Diaz

[Print or Type Notary Public Name]

My Commission Expires: 05-23-29

[Expiration Date]

END OF DOCUMENT

**CERTIFICATE REGARDING DEBARMENT,
CITY OF EDINBURG
MATTERS**

SUSPENSION AND OTHER RESPONSIBILITY

Document 00640

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

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

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

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

JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

[Typed Name of Company:]

Jose Luis Diaz / President

[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

09/03/2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

00640- 1 of 2

To: CITY OF EDINBURG

Project No.: 62597

Project Name: Downtown Water Treatment Plant Improvements: Rehabilitation of Existing Clarifier No.1

Bidder:

JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price identified in the Pricing Table section of this bid.

SIGNATURES:

Bidder: JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

By: Jose Luis Diaz

09/03/2025

[Date]

Name: Jose Luis Diaz

PROJECT MANUAL

FOR

DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS

REHABILITATION OF EXISTING CLARIFIER NO. 1
Texas Water Development Board Project No. 62597

FOR



MAY 2025

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8211

Document 00001

TITLE SHEET

PROJECT MANUAL
FOR
DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS
REHABILITATION OF EXISTING CLARIFIER NO. 1

FOR

CITY OF EDINBURG, TEXAS

PROJECT ENGINEER

Cruz-Hogan Consultants, Inc. May 7, 2025
Orlando Cruz, P.E. Date



END OF DOCUMENT



REQUEST FOR BIDS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 7:30 a.m. to 5:30 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m.** on **August 26, 2025**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. A non-mandatory pre-bid meeting will be held at the project site on **August 19, 2025 at 10:00 a.m.** The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID No.-2025-21 DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS REHABILITATION OF EXISTING CLARIFIER NO. 1

This project is being funded in whole or in part by the Texas Water Development Board and the City of Edinburg. Bidders on the work will be required to comply with the President's Executive Order No. 11246 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions HUD-4010, and all contract provisions listed in 24 CFR Part 85.36(i). **Bidder shall be responsible for downloading the Fair Standard Provisions from the City's website at:**

http://cityofedinburg.com/departments/finance/open_bid_notices.php

Prospective contractors/ subcontractors shall be registered in the SAM System for Award Management database prior to award of a contract or agreement. Registration can be completed at www.sam.gov. All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

"The City of Edinburg is an Equal Employment Opportunity Employer"

If you have any questions or require additional information regarding this bid, you may contact **LORENA FUENTES, PURCHASING MANAGER, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541** by calling (956) 388-1895 or via e-mail to the following e-mail address: lfuentes@cityofedinburg.com.

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **90** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the **DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS-REHABILITATION OF EXISTING CLARIFIER No. 1** for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids may now be submitted through the City of Edinburg's **online bidding portal**, which provides a secure and convenient method for electronic submission. Alternatively, hard copy submissions are still accepted. For hard copy submissions, bids must be submitted in sealed envelopes using the blank bid form provided. Submit three (3) complete sets of the bid: one (1) original marked "**ORIGINAL**", and two (2) copies marked "**COPY**". Each bid must be fully completed and include all required supporting documentation. Bids submitted by facsimile (fax) or by email will **not** be accepted. Submission of a bid in response to this solicitation constitutes a formal offer by the Bidder. Bids that do not meet the stated specifications or requirements may be rejected at the City's discretion. All bids must be received by the City of Edinburg **prior to the designated bid opening date and time**. Late bids will not be accepted and will be returned unopened if properly identified.

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg,
Texas 78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

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

HOUSE BILL 89 VERIFICATION

I, Jose L Diaz, the undersigned representative of
JMJ DIAZ CORP DBA JMJ CONSTRUCTORS, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Jose Luis Diaz President

TYPE/PRINT NAME AND TITLE:

09/03/2025

DATE:

**CITY OF EDINBURG
DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS
REHABILITATION OF EXISTING CLARIFIER No. 1**

BID NO. 2025-21

BID OPENING DATE: AUGUST 26, 2025

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- REHABILITATION OF EXISTING CLARIFIER No. 1 PROJECT**

You are invited to submit a sealed bid for **DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS –
REHABILITATION OF EXISTING CLARIFIER No. 1 PROJECT**

1. Replacement of existing filter under drains for existing filter basin Nos. 1 and 5.
2. Contractor shall provide all labor, materials, and equipment necessary to complete job.
3. Contractor shall be responsible for the cleaning and disposal of all debris from job site on a daily basis at a designated dumpsite at Contractor's expense.
4. Contractor shall be held liable for any damages during the course of construction.
5. All areas which fail to meet specification are required to be placed in compliance at no additional cost to the City.
6. Any required prep work shall be included in this bid.
7. Work must be completed within 180 days.
8. A minimum of one (1) year warranty on labor and materials must be provided in writing.
9. Interested parties are encouraged to visit the project site, as shown on plans and specifications.

**CITY OF EDINBURG
BID FORM FOR**

**DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS –
REHABILITATION OF EXISTING CLARIFIER No. 1**

BID NO. 2025-21

BID OPENING DATE: AUGUST 26, 2025

I/We submit the following bid in ORIGINAL FORM for the DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS –REHABILITATION OF EXISTING CLARIFIER NO. 1 to City of Edinburg requirements, less tax.

ITEM	ESTIMATED QUANTITIES	DESCRIPTION	BID AMOUNT
1	EA	USE SECTION 00405 Schedule of Lump Sum Stipulated Price Work	\$ <u>N/A</u>
		BID TOTAL	\$ <u>N/A</u>

Note: The City reserves the right to consider each group as a separate bid and award any or all, whichever may be more advantageous to the City. The City reserves the right to increase or decrease the quantities depending on availability of funds.

please see section 00405 (next page for bid proposal)

Document 00405

SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.
When a Contract is awarded, this Document becomes a supplement to Document 00500 - Form of Agreement between Owner and Contractor.

Base Bid – Equipment Constructed of Painted Carbon Steel					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
1	Replacement of Existing Clarifier No. 1. Including all Electrical and etc. All Complete	1	LS	387,899.25 \$	387,899.25 \$
2	Betterment Allowance for Additional Work	1	LS	\$ 50,000.00	\$ 50,000.00
Total					\$ 437,899.25
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					

TOTAL BASE BID PRICE (Total Unit Prices)

\$ 437,899.25

Notes:

(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Alternate Bid – Equipment Constructed of 304 Stainless Steel					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
1	Replacement of Existing Clarifier No. 1. Including all Electrical and etc. All Complete	1	LS	407,781.00 \$	407,781.00 \$
2	Betterment Allowance for Additional Work	1	LS	\$ 50,000.00	\$ 50,000.00
Total					\$457,781.00
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					

TOTAL ALTERNATE BID PRICE (Total Unit Prices)

\$ 457,781.00

00405-1 of 3

Project: Downtown Water Treatment Plant Improvements Rehabilitioun of Existing Clarifier No.1

Project No. 62597 Bidder's Signature: _____

Company: JMJ Constructors Name: Jose Luis Diaz

Date: 09/03/2025 Title: President

END OF DOCUMENT

Document 00310

FORM OF PROPOSAL

To: CITY OF EDINBURG

Project No.: Bid No. 2025-21Project: **DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS –REHABILITATION OF EXISTING CLARIFIER NO. 1**
Bidder: **JMJ DIAZ CORP DBA JMJ CONSTRUCTORS**[Print or type full name of proprietorship, partnership, corporation, or joint venture]**1.0 OFFER****BASE BID – CLARIFIER EQUIPMENT CONSTRUCTED USING PAINTED CARBON STEEL MATERIALS**

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

Four Hundred Thirty-Seven Thousand Eight Hundred Eighty-Nine Dollars and Twenty-Five Cents (Dollars)[Print or type in words, Bidder's Total Bid Price](\$ 437,889.25)[Print or type in figures, Bidder's Total Bid Price]398 Working days including delivery[Working Days]**ALTERNATE BID – EQUIPMENT CONSTRUCTED USING 304 STAINLESS STEEL MATERIALS**

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

Four Hundred Fifty-Seven Thousand Seven Hundred Eighty-One (Dollars)[Print or type in words, Bidder's Total Bid Price](\$ 457,781.00)[Print or type in figures, Bidder's Total Bid Price]398 Working days including delivery[Working Days]

00310-1 of 4

Unit Price or Combination Stipulated Price and Unit Price Contract. If the Bid is for a Unit Price Contract or a combination of Stipulated Price and Unit Price Contract, the Total Bid Price, including Cash Allowances, if any, is tabulated in: Document 00405 - Schedule of Unit Price Work for a Project with no Alternate Bids, or Document 00407 - Schedule of Alternates for a Project with Alternate Bids.

Cash Allowances. All Cash Allowances, totaled in either Document 00405 - Schedule of Unit Price Work, as applicable, and described in the Bid Documents are included in the Total Bid Price.

Changes in Contract Price Due to Variations in Actual Quantities. For items quoted in Document 00405 - Schedule of Unit Price Work, the Total Bid Price is based in whole or in part on the Unit Price multiplied by the quantity for each of the items listed. The Contract Price is subject to change due to variation in the actual quantities of each item in the completed Work in accordance with the Contract Documents.

Alternate Bids. Alternate Bid work, as described in the Bid Documents, will be performed for an amount for each Alternate Bid that is accepted by the Owner. The Owner may accept or reject any or all Alternate Bids.

Security Deposit. Included herewith is a Security Deposit in the amount of 5 percent of the greatest amount of the Total Bid Price, or Total Alternate Bid Price(s).

Period for Bid Acceptance. This offer shall be open to acceptance and is irrevocable for 90 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 90 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by the Notice to Proceed.

3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. <u>1</u>	, dated <u>August 22nd, 2025</u>
Addendum No. <u>2</u>	, dated <u>August 25th, 2025</u>
Addendum No. <u>3</u>	, dated <u>August 27th, 2025</u>

4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

[]	Document 00405 - Schedule of Unit Price Work, if applicable
[]	Document 00411 - Bid Bond (<i>Form supplied by Bidder</i>)
[]	Document 00420 - Statement of Bidder's Qualifications
[]	Document 00423 - Certification to Bidder's Experience & Qualifications
[]	Document 00425 - Equipment & Material Suppliers List

5.0

SIGNATURES:

Bidder: JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

By:



09/03/2025

[Signature]**

[Date]

Name:

Jose Luis Diaz

President

[Please print or type name]

[Title]

Address:

2005 N Los Ebanos Blvd Alton, TX 78573

[Mailing]

[Street, if different]

Telephone:

956-598-6665

[Print or type telephone number]

* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

** The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF DOCUMENT

**BID FORM FOR DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS-
REHABILITATION OF EXISTING CLARIFIER No.1 (Continued):**

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes ☒ No ☐

Has the Company ever conducted business with the City of Edinburg? Yes ☒ No ☐

Respectfully submitted this 03 day of September, 2025.

SIGNATURE:



TYPE/PRINT NAME:

Jose Luis Diaz

TITLE:

President

COMPANY:

JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

ADDRESS:

2005 N Los Ebanos Blvd

Alton, Tx 78573

TELEPHONE NO.:

956-566-3463

FAX NO.:

EMAIL:

jmjconstructors@gmail.com



CRUZ - HOGAN

ENGINEERS | PLANNERS

TBPE Firm Reg No. F-4860

Offices

Weslaco
McAllen
Harlingen

CITY OF EDINBURG

Downtown Water Treatment Plant Improvements

Rehabilitation of Existing Clarifier No. 1

TWDB Project No. 62597

Bid No. 2025-21

ADDENDUM NO. 1: August 22, 2025

TO ALL DOCUMENT HOLDERS OF RECORD:

This Addendum forms a part of the Contract Documents and modifies the original Specifications and Drawings as noted below. Acknowledge receipt of the Addendum in the space provided in the Bid Form and on the outer envelope of Bid Proposal. Failure to acknowledge receipt of this Addendum may subject Bidder to disqualification.

PROJECT DRAWINGS

1. Plan Sheet 2, Project General Notes

Item 20. Schedule Requirements, **Change** construction completion time as follows:

Construction is to be completed during the time allowed in the project. The contract will allow 365 calendar days for substantial completion and 395 days for final completion.

2. Plan Sheet 3 , Project General Notes

American Iron and Steel Requirements, clarification

Note: Project is subject to the requirements of American Iron and Steel (AIS) and not the Buy America Build American (BABA) requirements.



PROJECT DOCUMENTS

3. Vendor Questionnaire, Item No. 23 NOAA Weather Rain Days Policy

Delete all reference to Vendor Questionnaire No. 23 on the City's on line portal and follow the Project's Specifications Section 00700, Standard General Conditions of the Construction Contract, Article 4.05, Delays in Contractor Progress

END of ADDENDUM NO. 1



8/22/25



CRUZ - HOGAN

ENGINEERS | PLANNERS

TBPE Firm Reg No. F-4860

Offices

Weslaco

McAllen

Harlingen

CITY OF EDINBURG

Downtown Water Treatment Plant Improvements

Rehabilitation of Existing Clarifier No. 1

TWDB Project No. 62597

Bid No. 2025-21

ADDENDUM NO. 2: August 25, 2025

TO ALL DOCUMENT HOLDERS OF RECORD:

This Addendum forms a part of the Contract Documents and modifies the original Specifications and Drawings as noted below. Acknowledge receipt of the Addendum in the space provided in the Bid Form and on the outer envelope of Bid Proposal. Failure to acknowledge receipt of this Addendum may subject Bidder to disqualification.

PROJECT SPECIFICATIONS

Item No. 1 Specification Section 00010- Notice to Bidders

Change Bid receipt date **FROM** August 26, 2025, 3:00 pm
TO September 3, 2025, 3:00 p.m.

END of ADDENDUM NO. 2

[Handwritten signature]
8/25/25



Cruz-Hogan Consultants, Inc.

2290 West Pike Boulevard, Suite 102 | Weslaco, Texas 78596

(956) 854-4227 | www.cruzhogan.net



Engineering Better Communities



CRUZ - HOGAN

ENGINEERS | PLANNERS

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Offices

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CITY OF EDINBURG

Downtown Water Treatment Plant Improvements

Rehabilitation of Existing Clarifier No. 1

TWDB Project No. 62597

Bid No. 2025-21

ADDENDUM NO. 3: August 27, 2025

TO ALL DOCUMENT HOLDERS OF RECORD:

This Addendum forms a part of the Contract Documents and modifies the original Specifications and Drawings as noted below. Acknowledge receipt of the Addendum in the space provided in the Bid Form and on the outer envelope of Bid Proposal. Failure to acknowledge receipt of this Addendum may subject Bidder to disqualification.

PROJECT SPECIFICATIONS

Item No. 1 Specification Section 11300 - Circular Clarifier

Specification Item, 3.4 Influent and Solids Removal, Sub Item 2. Feedwell, **Change** the feedwell steel plate thickness **From** 3/16" **To** 1/4"

NOTE: Add the following to Specification Section 11300, Circular Clarifier,

Proposed clarifier equipment manufactures are required to provide a complete and fully operable/functioning clarifier equipment package, which includes all accessories, flumes, attachments, hardware, piping and etc. and must match, at minimum, the performance and construction of the existing clarifier equipment.

END of ADDENDUM NO. 3



Cruz-Hogan Consultants, Inc.

2290 West Pike Boulevard, Suite 102 | Weslaco, Texas 78596

(956) 854-4227 | www.cruzhogan.net



Engineering Better Communities

BIDDER'S CERTIFICATIONS

Project Name: Downtown Water Treatment Plant Improvements Rehabilitioun of Existing Clarifier No.1

Project Number: Bid No.2025-21

Contract For: City of Edinburg

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

☒ I have developed and have on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-1.7.

I have:

☒ participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all notices, contract specifications, and compliance reports due under the requirements contained in 41 CFR Part 60-4.

() not participated in previous contracts(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 and 41 CFR Chapter 60.

B. NONSEGREGATED FACILITIES

☒ I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR Part 60-1.8.

I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Jose Luis Diaz President

Typed Name and Title of Bidder's Authorized Representative



Signature of Bidder's Authorized Representative

09/03/2025

Date

JMJ DIAZ CORP DBA JMJ CONSTRUCTORS 2005 N Los Ebanos Blvd Alton, TX 78573

Name and Address of Bidder

Debarment / Suspension Certification

I, Jose Luis Diaz, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)
System for Award Management (www.sam.gov) website and determined that
JMJ DIAZ CORP DBA JMJ CONSTRUCTORS
(Name of entity) is not shown as an "excluded party" that is debarred,

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.



Signature

09/03/2025

Date

President

Title

Jose L Diaz

Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

FOR OFFICE USE ONLY
Commitment# _____

TWDB-0216
TEXAS WATER DEVELOPMENT BOARD
AFFIRMATIVE STEPS SOLICITATION REPORT

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)
62597	JMJ Constructors		☐ Drinking Water SRF (DWSRF) ☒ Clean Water SRF (CWSRF)

Project Name: Downtown Water Treatment Plant Improvements Rehabilitioun of Existing Clarifier No.1

Solicitation By: ☒ Applicant/Entity OR ☐ Prime Contracted Business: _____

Project Phase: ☐ Prior to Closing ☐ Release of funding for PADs ☐ Construction Contract # _____

II. SOLICITATION METHOD(S) UTILIZED

At least two methods of solicitation are required. Select the method(s) utilized for the solicitation. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to complete additional steps in order to become compliant.

- ☐ Newspaper Advertisements
 ☒ Meetings or Conferences
 ☐ Trade Association Publications
☐ Minority Media
 ☒ Internet & Web Postings
 ☐ Other Government Publications
☒ Direct Contact by Phone, Fax, USPS Mail, or Email*

If using direct contact, entities must solicit to a minimum of 3 businesses/firms (at least one being a DBE) for each category of contract sought (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort. **DBE businesses/firms may be contacted to certify compliance.*

III. PROJECT BIDDERS LIST:

List on the following table, or provide on a separate list, only the business entities directly solicited for procurement or that submitted a bid for consideration.

Instructions for Columns 1 - 5	1 - List the actual date business was contacted 2 - Full business name (line one) & point of contact (line two) 3 - Business address 4 - Telephone number 5 - Email address for the business
Instructions for Column 6	Enter one of the following procurement or contract categories: Construction or Non-Construction (SUPPLIES – EQUIPMENT – SERVICES) <i>For detailed definitions, review guidance document, TWDB-0210.</i>
Instructions for Column 7	Enter the type of business: MBE - Minority Business Enterprise, WBE - Women-owned Business Enterprise, or OTHER - Company or firm is Non-MBE or WBE

Notice: Entities receiving State Revolving Fund financial assistance must create and maintain a Bidders List if the entity is subject to, or chooses to follow, competitive bidding. The Bidders List must include all firms that bid or quoted on contracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. Entities must keep all Bidders Lists until project completion or the recipient is no longer receiving EPA funding under the loan, whichever is later. Entities with loans totaling less than \$250,000 during a state fiscal year are exempt from the Bidders List requirement but must still meet DBE program requirements. The Bidders List requirement also applies to all Prime Contracted Businesses/Firms that make subcontracting.

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Date of Contact Type of Contact	Business Name & Point of Contact name	Business Address	Telephone Number	E-Mail Address	Procurement Category Construction / Non-Construction	MBE/WBE/Other Status
1.	Vendor	Newman Regency	900 Old Austin Hutto RD Pflugerville, TX 78660	713-320-8356	jlanagan@newmanregency.com	Construction	N/A
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date
	Jose L Diaz	09/03/2025

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements

DBE Coordinator	Approval Date

FOR OFFICE USE ONLY:
Commitment # _____

TWDB-0217
Revised 04/01/2024

TWDB-0217
TEXAS WATER DEVELOPMENT BOARD (TWDB)
PRIME CONSULTANT/CONTRACTOR CERTIFICATION

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding	Program Type (insert "X" for all that apply)	
62597	JMJ Constructors		☐	Drinking Water SRF (DWSRF)
			☒	Clean Water SRF (CWSRF)

Prime Consultant/Contractor: JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

Contract Number: 62597

Contract Amount: _____

II. GOOD FAITH EFFORT (Applicable to all subcontracts awarded by the prime contractor/consultant)

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-owned Businesses in procurement. I certify that I will make a "good faith effort" to afford opportunities for Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE) by:

1. Including qualified MBEs and WBEs on procurement solicitation lists
2. Soliciting potential MBEs and WBEs
3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBEs and WBEs
4. Establishing delivery schedules to encourage participation by MBEs and WBEs
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplace
6. Submitting documentation to the Applicant/Entity to verify good faith effort, steps 1-5.

☐ **EXCEPTION:** As the Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable)

Signature – Prime Consultant/Contractor	Title (print legibly)	Certification Date
	President	08/26/2025

I. PROJECT PARTICIPATION ESTIMATES

The Cost Categories mentioned below are goals. These goals are neither standards nor quotas. Recipients of financial assistance are not required to meet the fair share objectives. They must, however, acknowledge that they are aware of and are actively pursuing the fair share objectives with their procurements.

Cost Category	Potential MBE Participation	Potential WBE Participation
	Goal	Goal
Construction	24.50%	11.34%
Non-Construction	25.05%	19.35%
Total Combined Construction and Non-Construction	24.16%	17.38%

The fair share goals listed above are required by 40 CFR Part 33 Subpart D and are directly negotiated with EPA Region 6. Entities receiving federal financial assistance are subject to the TWDB's goals and may not be substituted with other agency or program goals.

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE Requirements.

DBE Coordinator	Approval Date

FOR OFFICE USE ONLY
Commitment # _____

TWDB-0373
TEXAS WATER DEVELOPMENT BOARD
PARTICIPATION SUMMARY
PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)
62597	JMJ Constructors		☐ Drinking Water SRF (DWSRF) ☒ Clean Water SRF (CWSRF)

Project Name: _____

Solicitation By: ☐ Applicant/Entity OR ☐ Prime Contracted Business: _____Project Phase: ☐ Prior to Closing ☐ Release of funding for PADs ☐ Construction Contract # _____

Instructions	
Column 1	Enter the full name, street address, city/state/zip for each firm awarded a contract for the project.
Column 2	Enter one of the following procurement or contract categories: CONSTRUCTION / NON-CONSTRUCTION (Services; Equipment; Supplies)
Column 3	Enter the type of business: MBE (Minority Business Enterprise) , WBE (Women-owned Business Enterprise) , or OTHER (NOTE: OTHER = Company or firm is Non-MBE or WBE)
Column 4	Enter the exact amount of the awarded contract.
Column 5	Enter the exact date the contract was executed or the proposed date of contract execution.

If valid MBE/WBE firms are awarded contracts, a copy of their certification is required to be attached with this form for each MBE/WBE business listed.

Notice: Brokers may not be listed below as an MBE or WBE. A broker is a firm that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business. For more specifics, review guidance document, TWDB-0210.

I. LIST OF ACTUAL CONTRACTS/PROCUREMENTS

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category Construction Or Non-Construction	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
1.	Newman Regency	Construction	N/A	Pending	Pending
2.					
3.					
4.					
5.					
6.					

(Table continues on the next page)

	Column 1	Column 2	Column 3	Column 4	Column 5
	Name & Address of Contacted Firm/Vendor	Procurement Category Construction Or Non-Construction	MBE/WBE Status	Contract Amount (\$)	Contract Execution Date
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date
	President	08/26/2025

II. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

CONTRACTOR'S ACT OF ASSURANCE RESOLUTION

I hereby certify that it was RESOLVED by a quorum of the directors of the
JMJ DIAZ CORP DBA MJM CONSTRUCTORS (Name of Corporation),
meeting on the 03 day of September 2025, that:

Authorized Representative(s):

Jose Luis Diaz

be, and hereby is/are authorized to act on behalf of JMJ DIAZ CORP DBA MJM CONSTRUCTORS
(Name of Corporation), as its representative in all business transactions conducted in the State of
Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said
meeting and that the resolution has not been rescinded or amended and is now in full forces and
effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal
of the Corporation this 03 day of September, 2025.


_____(Secretary)



Document 00300

CONTRACTOR NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on the project as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the address below prior to August 19, 2025, so that they may receive any addendums to the specifications should the need arise.

Owner:

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

Engineer:

Cruz-Hogan Consultants, Inc.
Attn: Orlando Cruz, P.E.
2290 W. Pike Blvd, Ste. 102
Weslaco, Texas 78596

Bidder: JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: Jose Luis Diaz President
[Please print or type name] [Title]

Address: 2005 N Los Ebanos Blvd Alton, TX 78573
[Mailing]

[Street, if different]

Telephone: 956-598-6665
[Print or type telephone number]

Fax: _____
[Print or type telephone number]

Email: jmjconstructors@gmail.com
[Print or type telephone number]

END OF DOCUMENT

DOCUMENT 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	JMJ DIAZ CORP DBA JMJ CONSTRUCTORS		
Corporate Office			
Name:	Jose Luis Diaz	Phone number:	956-598-6665
Title:	President	Email address:	jmjconstructors@gmail.com
Business address of corporate office:	2005 N Los Ebanos Blvd Alton, TX 78573		
Local Office			
Name:	Marco Diaz	Phone number:	956-566-3463
Title:	Operations Manager	Email address:	Marco.diaz@jmjconstructors.Org
Business address of local office:	2005 N Los Ebanos Blvd Alton, TX 78573		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	Aug 2014	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

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

Name of business:	Jose Luis Diaz	Affiliation:	President
Address:	2005 N Los Ebanos Blvd Alton, TX 78573		

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

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

Name:	Jose Luis Diaz	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 25,000,000.00
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3— DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		

☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Marco Diaz	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
General Insudtry Safety & Health	Osha	N/A

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

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.81	0	100,000	.79	0	57,000	.81	0	48,000

ARTICLE 5—FINANCIAL

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Great Midwest Insurance Company	
Surety is a corporation organized and existing under the laws of the state of:	Texas	
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No	

Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):		800 Gessner Rd Ste 600	
		Houston, TX 77024	
Physical Address (principal place of business):		800 Gessner Rd Ste 600	
		Houston, TX 77024	
Phone (main):	713-973-0226	Phone (claims):	713-973-0226

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider		Type of Policy (Coverage Provided)
Champlain Specialty Insurance Company		Commercial General Liability
Texas Mutual Insurance		Automobile Liability
Westchester Surplus Line Insurance Company		Workers Comp 7 employee Liability
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No
Mailing Address (principal place of business):		32335 US Hwy 281 N Ste #102
		Bulverde, TX 78163
Physical Address (principal place of business):		32335 US Hwy 281 N Ste #102
		Bulverde, TX 78163
Phone (main):	800-880-6689	Phone (claims): 800-880-6689

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	\$12,000,000.00
Estimate of revenue for the previous year:	\$9,000,000.00

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

Years of experience with projects like the proposed project: 25 Yeras			
As a general contractor:	11 yrs	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

(typed or printed name of organization)

By: 

(individual's signature)

Name: Jose Luis Diaz

(typed or printed)

Title: President

(typed or printed)

Date: 08/25/2025

(date signed)

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

Attest: 

(individual's signature)

Name: Marco Diaz

(typed or printed)

Title: Operations Manager

(typed or printed)

Address for giving notices:

2005 N Los Ebanos Blvd Alton, TX 78573

Designated Representative:

Name: Jose Luis Diaz

(typed or printed)

Title: President

(typed or printed)

Address:

2005 N Los Ebanos Blvd Alton, TX 78573

Phone: 956-598-6665

Email: jmjconstructors@gmail.com

Schedule A—Current Projects

Name of Organization		JMJ DIAZ CORP DBA JMJ CONSTRUCTORS	
Project Owner	Webb County	Project Name	Webb County Regional WWTF Improvements
General Description of Project		Webb County Regional WWTF Improvements	
Project Cost	\$10,699,365.00	Date Project	In Progress
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Jose Luis Diaz	Enrique Cruz	Marco Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Webb County	Owner	Webb County
Designer	Garver Engineering	Engineering Firm	Garver Engineering
Construction Manager	Alex Williams	Engineer	Garver Engineering
Project Owner	Gateway MUD No. 1		
General Description of Project		Construction of Gateway Water Plant No.1	
Project Cost	\$4,876,210.82	Date Project	In Progress
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Jose L Diaz	Enrique Cruz	Marco Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Gateway	Owner	Gateway
Designer	Slay engineering	Engineering Firm	Slay engineering
Construction Manager	Adam Wall	Engineer	Slay engineering
Project Owner	City of Edinburg		
General Description of Project		Upgrades to existing Waste Water Treatment Plant	
Project Cost	\$23,664,569.00	Date Project	In progress
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Jose L Diaz	Javier Sanchez	Marco Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	City of Edinburg	Owner	City of Edinburg
Designer	Melden & Hunt	Engineering Firm	Melden & Hunt
Construction Manager	Allan Booe	Engineer	Melden & Hunt

Schedule B—Previous Experience with Similar Projects

Name of Organization	JMJ DIAZ CORP DBA JMJ CONSTRUCTORS	Project Name	SWSC Reservoir Berm Relocation Berm
Project Owner	Sharyland Water Supply Corp		
General Description of Project	Relocation of SWSC Berm		
Project Cost	\$2,425,550.00	Date Project	Completed 06/2024
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Jose Luis Diaz	Javier Sanchez	Marco Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Sharyland Water Supply Corp	Owner	Sharyland Water Supply Corp
Designer	Garver Engineering	Engineering Firm	Garver Engineering
Construction Manager	Rafael De la rosa	SWSC Engineer	Sharyland Water Supply Corp

Project Owner	Inotiv (Envigo)	Project Name	Envigo WWTP Expansion
General Description of Project	Envigo Wastewater Treatment Plant Expnasion		
Project Cost	\$3,195,402.98	Date Project	Completed 03/2024
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Jose Luis Diaz	Enrique Cruz	Marco Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Inotiv	Owner	Inotiv
Designer	James Miertschin & Associates	Engineering Firm	James Miertschin & Associates
Construction Manager	Dennis Dietz	Project Manager	Inotiv

Project Owner	City of McAllen	Project Name	Datepalm lift Station
General Description of Project	Rehab of Datepalm Lift Station		
Project Cost	\$27,845.00	Date Project	Completed 11/2022
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Jose Luis Diaz	Juan Diaz	Marco Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	City of McAllen	Owner	City of McAllen
Designer	City of McAllen	Engineering Firm	City of McAllen
Construction Manager	Patrick Gray	Engineer	City of McAllen

Schedule B—Previous Experience with Similar Projects

JMJ DIAZ CORP DBA JMJ CONSTRUCTORS						
Name of Organization		North Alamo Water Supply Corporation		Project Name		NAWSC Reservoir
Project Owner						
General Description of Project Building of a Reservoir and installtion of liner						
Project Cost		\$3,232,245.79		Date Project		
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager
Name		Jose Luis Diaz		Javier Sanchez		Giovanni Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
Owner		Name	Title/Position	Organization	Telephone	Email
Designer		NAWSC	Owner	NAWSC	956-383-1618	Gluna@nawsc.com
		Melden & Hunt	Engineer	Melden & Hunt	956-381-0981	Mike@meldenandhunt.com
Construction Manager		Mike Hernandez	Project Manager	Melden & Hunt	956-381-0981	Mike@meldenandhunt.com
Project Owner		Harlingen Waterwork System		Project Name Harlingen Waterwork System Dewatering Building		
General Description of Project Installation of a new Metal Dewatering Building						
Project Cost		\$927,600.00		Date Project		
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager
Name		Jose Luis Diaz		Enrique Cruz		Marco Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
		Name	Title/Position	Organization	Telephone	Email
Owner		Harlingen Waterwork System	Owner	Harlingen Waterwork System	956-430-6100	Getrevino@HWWWS.com
Designer		Garver Engineering	Engineering Firm	Engineering Firm	956-321-7741	Mdweaver@garverusa.com
Construction Manager		Gabriel Trevino	HWWWS Engineer	HWWWS	956-430-6110	Getrevino@HWWWS.com
Project Owner		Hidalgo County Irrigation District #2		Project Name HCID #2 Relift Pump Plant Improvements		
General Description of Project Rehab of Pump Station						
Project Cost		\$1,768,272.85		Date Project		
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager
Name		Jose Luis Diaz		Juan Diaz		Marco Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
		Name	Title/Position	Organization	Telephone	Email
Owner		Hidalgo County Irrigation District #2	Owner	HCID #2	956-787-1422	SSH-Hcid@SBCglobal.net
Designer		Alfonso A Gonzalez	Engineer	Engineering Firm	956-540-9619	Alfonso@marciappia.com
Construction Manager		Alfonso A Gonzalez	Engineering Firm	Engineer	956-540-9619	Alfonso@marciappia.com

Schedule C—Key Individuals

Project Manager			
Name of individual		Jose L Diaz	
Years of experience as project manager		20 years plus	
Years of experience with this organization		11 Years	
Number of similar projects as project manager		30 Plus	
Number of similar projects in other positions		30 Plus	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Edinburg Phase #1 Upgrades to existing WWTP		55%	March 2026
Webb County Regional WWTF Improvements		40%	June 2026
Gateway MUD No. 1 Water Plant No.1 phase 1		70%	October 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mike Hernandez	Name	Scott Hawkins
Title/Position	Vice President	Title/Position	Vendor/Engineer
Organization	Melden & Hunt	Organization	HRM Enviornmental
Telephone	956-607-1448	Telephone	281-923-2023
Email	Mike@meldenandhunt.com	Email	scott@hrmenv.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual		Juan Diaz	
Years of experience as project superintendent		5 Years	
Years of experience with this organization		8 Years	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		30 Plus	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Edinburg Phase #1 Upgrades to existing WWTP		55%	March 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Marco Diaz	Name	Mike Hernandez
Title/Position	Operations Manager	Title/Position	Vice President
Organization	JMJ Constructors	Organization	Melden & Hunt
Telephone	956-566-3463	Telephone	956-607-1448
Email	Marco.diaz@jmcconstructors.Org	Email	Mike@meldenandhunt.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	Operations Manager	Candidate's role on project	Project Manager

Schedule C—Key Individuals

Safety Manager			
Name of individual		Jose L Diaz	
Years of experience as project manager		20 years plus	
Years of experience with this organization		11 Years	
Number of similar projects as project manager		30 Plus	
Number of similar projects in other positions		30 Plus	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Edinburg Phase #1 Upgrades to existing WWTP		55%	March 2026
Webb County Regional WWTF Improvements		40%	June 2026
Gateway MUD No. 1 Water Plant No.1 phase 1		70%	October 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mike Hernandez	Name	Scott Hawkins
Title/Position	Vice President	Title/Position	Vendor/Engineer
Organization	Melden & Hunt	Organization	HRM Enviornmental
Telephone	956-607-1448	Telephone	281-923-2023
Email	Mike@meldenandhunt.com	Email	scott@hrmenv.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Quality Control Manager			
Name of individual		Juan Diaz	
Years of experience as project superintendent		5 Years	
Years of experience with this organization		8 Years	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		30 Plus	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Edinburg Phase #1 Upgrades to existing WWTP		55%	March 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Marco Diaz	Name	Mike Hernandez
Title/Position	Operations Manager	Title/Position	Vice President
Organization	JMJ Constructors	Organization	Melden & Hunt
Telephone	956-566-3463	Telephone	956-607-1448
Email	Marco.diaz@jyjconstructors.Org	Email	Mike@meldenandhunt.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	Operations Manager	Candidate's role on project	Project Manager

DOCUMENT 00423

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

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

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

Signed this 03 day of September, 2025.

JMJ DIAZ CORP DBA MJM CONSTRUCTORS

Name of Bidder



Signature of Bidder

President

Title of Signatory

END OF SECTION

00423 - 1 of 2

DOCUMENT 00425

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Crane Groove 500	X	

CITY OF EDINBURG

EQUIPMENT & MATERIAL SUPPLIERS LIST

Executed this: 03 Day of: September 20, 25

By:  Jose Luis Diaz
BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 09/03/25 Jose Luis Diaz


NOTARY PUBLIC

END OF SECTION



DOCUMENT 00429

CITY OF EDINBURG NON-BRIBERY MODEL FORM



[09/03/2025]

[JMJ Constructors]
2005 N Los Ebanos Blvd
Alton, TX 78573

Dear City of Edinburg:

The undersigned party certifies that [JMJ Constructors] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Jose Luis Diaz

Printed name



Signature

President

Position in bidding company

09/03/2025

Date

END OF SECTION

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

Jose Luis Diaz

_____, being first duly sworn, deposes and says that:

- (Name) JMJ DIAZ CORP DBA JMJ CONSTRUCTORS
- (1) He is President of _____, 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 03 day of September, 2025.

By:

Notary Public 05-23-24
My commission expires Mar 20

[Signature]

END OF SECTION



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

a. 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:

Company/Vendor Name:

09/03/2025

JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

Printed Name and Title:

Authorized Signatory:

Jose Luis Diaz President



END OF SECTION

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

Reference For: JMJ DIAZ CORP DBA MJM CONSTRUCTORS

Reference Company Name: F.J. underground utilities

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

Signature: _____

Printed Name: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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 N/A

Signature of vendor doing business with the governmental entity

09/03/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Document 00631

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

[Name of Corporation / Contractor]

meeting on this 3rd day of September, 2025, that Jose Luis Diaz

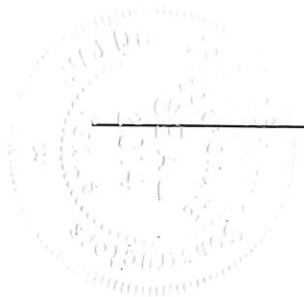
[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

3rd day of, September, 2025.



Secretary/Assistant Secretary



[Seal]

END OF DOCUMENT

00631- 1 of 2

CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)

Jose Luis Diaz

Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the
JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

name of corporation

on the day of 3rd, 2025, that Jose Luis Diaz

, and , be, and hereby is,

authorized to act on behalf of JMJ DIAZ CORP DBA JMJ CONSTRUCTORS, as its
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said
meeting and that the resolution has not been rescinded or amended and is now in full forces
and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and
affix the seal of the corporation this 3rd day of September, 2025.


Secretary

(seal)



Document 00635

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Jose Luis Diaz, Affiant,
[Affiant]who being by me duly sworn on his oath stated that he is President, of
[Title]JMJ DIAZ CORP DBA JMJ CONSTRUCTORS
the Contractor, Contractor, that he is authorized to represent Contractor
[Contractor]pursuant to provisions of a resolution adopted on this 3rd day of September, 2025. A duly
certified copy of such resolution is attached to and is hereby made a part of this document.Affiant, in such capacity declares and assures the City of Edinburg that Contractor will construct the Project
in accordance with sound construction practice and all laws of the State of Texas.

[Affiant]

SWORN AND SUBSCRIBED before me on this 3rd day of September, 2025.

Notary Public in and for the State of TEXAS

Marco Diaz

[Print or Type Notary Public Name]

My Commission Expires: 05-23-27

[Expiration Date]



END OF DOCUMENT

CERTIFICATE REGARDING DEPARTMENT,

**CITY OF EDINBURG
MATTERS**

SUSPENSION AND OTHER RESPONSIBILITY

Document 00640

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

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

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

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

JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

[Typed Name of Company:]

Jose Luis Diaz / President

[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

09/03/2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

To: CITY OF EDINBURG

Project No.: 62597

Project Name: Downtown Water Treatment Plant Improvements: Rehabilitation of Existing Clarifier No.1

Bidder: JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price identified in the Pricing Table section of this bid.

SIGNATURES:

Bidder: JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

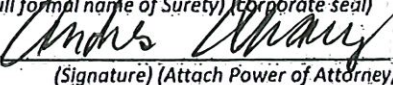
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)]

By: Jose Luis Diaz 09/03/2025

[Date]

Name: Jose Luis Diaz

BID BOND (PENAL SUM FORM)

Bidder Name: JMJ Constructors Address (principal place of business): 2005 N. Los Ebanos Rd. Alton, TX 78573	Surety Name: Great Midwest Insurance Company Address (principal place of business): 800 Gessner Rd. Houston, TX
Owner Name: City of Edinburg Address (principal place of business): 415 W. University Drive Edinburg, TX 78541	877024 Project (name and location): Downtown Water Treatment Plant Improvements Rehabilitation of Existing Clarifier No. 1 Bid Due Date:
Bond Penal Sum: 5% Greatest Amount Bid Date of Bond: 08/25/2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder JMJ Constructors (Full formal name of Bidder)	Surety Great Midwest Insurance Company (Full formal name of Surety) (Corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Jose Diaz (Printed or typed)	Name: Andres Alvarez (Printed or typed)
Title: President	Title: Atty-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Marco Diaz (Printed or typed)	Name: Phil Young (Printed or typed)
Title: Witness	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Andres Alvarez, Philip Young, Ruby Hernandez, Michael Benitez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

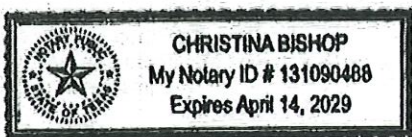


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of August 2025



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



City of Edinburg

Utilities

Gerardo Carmona, Director of Utilities

415 W. University Drive, Edinburg, TX 78541

[R.P. CONSTRUCTORS, INC.] RESPONSE DOCUMENT REPORT

RFB No. 2025-21

DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS- Rehabilitation of Existing Clarifier No. 1- TWBD Project No. 62597

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

Report Generated: Thursday, October 2, 2025

R.P. Constructors, Inc. Response

CONTACT INFORMATION

Company:

R.P. Constructors, Inc.

Email:

rpfeiffer@rpconstructorsinc.com

Contact:

Robert Pfeiffer

Address:

9455 N INTERSTATE 35
NEW BRAUNFELS, TX 78130-7132

Phone:

(512) 392-5111

Website:

N/A

Submission Date:

Sep 3, 2025 2:45 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Aug 25, 2025 2:06 PM by Robert Pfeiffer

Addendum #2

Confirmed Aug 25, 2025 8:32 PM by Robert Pfeiffer

Addendum #3

Confirmed Aug 28, 2025 8:28 PM by Robert Pfeiffer

QUESTIONNAIRE

1. Confirm that the person submitting bid is authorized to bind the bidder.,*

Person submitting bid must have AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Confirmed

2. Does the Company have an office located in Edinburg, Texas?*

No

3. Has the Company ever conducted business with the City of Edinburg?*

Yes

4. Company Information *

Name of Company

Name and Title of Person Submitting bid

Company Address

Telephone Number

Email Address

R.P. Constructors, Inc. Robert C. Pfeiffer, President 9455 N Interstate 35, New Braunfels, Texas 78130-7132 512-392-5111
rpfeiffer@rpconstructorsinc.com

5. REFERENCE FROM OWNER FOR PAST PERFORMANCE *

Please download the below documents, complete, and upload.

- [REFERENCE FROM OWNER FOR PA...](#)

Reference_From_Owner_For_Past_Performance.pdf

6. Equipment and Materials List *

Please download the below documents, complete, and upload.

- [Equipment and Materials Lis...](#)

Equipment_&_Materials_Sppliers_List.pdf

7. CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS *

CERTIFICATE OF BIDDER'S

EXPERIENCE & QUALIFICATIONS

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

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

Confirmed

8. Bid Bond *

Please download the below documents, complete, and upload.

- [Bid_Bond.pdf](#)

Bid_Bond.pdf

9. CITY OF EDINBURG NON-BRIBERY MODEL FORM*

Please download the below documents, complete, and upload.

- [00429 Non Bribery Model For...](#)

City_of_Edinburg_Non-Bribery_Model_Form.pdf

10. POST-BID PROCEDURES*

Please confirm that you have read and agree to the Post Bid Procedures document attached herein.

Confirmed

11. Non Collusion Affidavit *

Please download the below documents, complete, and upload.

- [00460 Noncollusion Affidavi...](#)

Non-Collusion_Affidavit.pdf

12. 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

Please confirm if the bidder has any conflict of interest to disclose.

No

13. I have the following conflict of interest to disclose:*

Explain any conflict of interest

OR

State NONE

NONE

14. Conflict of Interest Questionnaire *

Please download the below documents, complete, and upload.

- [00475 CIQ.pdf](#)

Form_CIQ.pdf

15. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT*

Confirm tht you have read and will accept the sample agreement if awarded the project.

Confirmed

16. FORM OF BUSINESS*

Please download the below documents, complete, and upload.

- [00630 Form of Business.doc](#)

Form_of_Business.pdf

17. RESOLUTION OF CORPORATION*

Please download the below documents, complete, and upload.

- [00631 Resolution of Corpora...](#)

Resolution_of_Corporation.pdf

18. CONTRACTOR'S RESOLUTION ON AUTHORIZED REPRESENTATIVE (ED-104*

Please download the below documents, complete, and upload.

- [00632 Contractors Resolutio...](#)

Contractor's_Resolution_on_Authorized_Representative.pdf

19. CONTRACTOR'S ACT OF ASSURANCE*

Please download the below documents, complete, and upload.

- [00635 Contractors Act of As...](#)

Contractor's_Act_of_Assurance.pdf

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

Please download the below documents, complete, and upload.

- [00640 Certificate Regarding...](#)

Certification_Regarding_Debarment,_Suspension_and_Other_Responsibility_Matters.pdf

21. STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT*

Have you read and agree to the STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT attached?

Confirmed

22. Supplementary Conditions OF THE CONSTRUCTION CONTRACT*

Have you read and agree to the Supplementary Conditions

OF THE CONSTRUCTION CONTRACT

attached?

Confirmed

23. NOAA Weather Rain Days Policy*

Please download the below documents, complete, and upload.

- [CHANGES IN THE WORK.pdf](#)

Changes_In_The_Work.pdf

24. Firm Type/ Form of Proposal

Please answer the two following questions

FIRM IDENTITY TYPE *

Select your Firm's identity type:

Sole Proprietorship: Full name, address, and signature of sole proprietor, signed in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.

Partnership: Name and address of the firm, signature of each partner in the presence of a witness who will also sign. The full name and address of each partner shall be given.

Corporation: Signature of duly authorized officer.

Joint Venture: Each party of the joint venture shall execute Document 00310 - Form of Proposal under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

Corporation

FIRM IDENTITY TYPE/ FORM OF PROPOSAL *

Please download the below documents, complete, and upload.

- [Business Type Form.pdf](#)

Firm_Identity_Type_Form_of_Proposal.pdf

1. PROPOSAL* PLEASE UPLOAD YOUR ENTIRE PROPOSAL HERE AS ONE COMPLETE PDF DOCUMENT (*INCLUDING ALL REQUIRED FORM ATTACHMENTS). PLEASE DO NOT UPLOAD MULTIPLE FILES.*

Proposal.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Replacement of Existing Clarifier No. 1, including all Electrical and etc. ALL COMPLETE	1	LS	\$420,000.00	\$420,000.00
2	Betterment Allowance for Additional Work	1	LS	\$50,000.00	\$50,000.00
TOTAL					\$470,000.00

ALTERNATE BID

EQUIPMENT CONSTRUCTED OF 304 STAINLESS STEEL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Replacement of Existing Clarifier No. 1 Including all Electrical and etc. ALL COMPLETE	1	LS	\$440,000.00	\$440,000.00
2	Betterment Allowance for Additional Work	1	LS	\$50,000.00	\$50,000.00
TOTAL					\$490,000.00

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

Reference For: R.P. Constructors, Inc.

Reference Company Name: Melden and Hunt, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

Signature: _____



Printed Name: Allan F. Booe, P.E.

Date: 08/14/2025

DOCUMENT 00425

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
*** SEE ATTACHED ***	***	

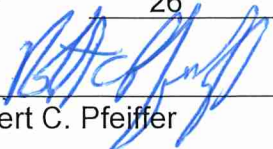
R.P. CONSTRUCTORS, INC.

9455 N. INTERSTATE 35
NEW BRAUNFELS, TEXAS 78130-7132
(512) 392-5111

<u>EQUIPMENT</u>	<u>YEAR</u>	<u>CONDITION</u>
108 LINKBELT CRANE	1967	GOOD CONDITION
108 LINKBELT CRANE	1968	GOOD CONDITION
108 LINKBELT CRANE	1970	GOOD CONDITION
108 LINKBELT CRANE	1972	GOOD CONDITION
108 LINKBELT CRANE	1975	GOOD CONDITION
CASE 365E EXCAVATOR	2023	EXCELLENT CONDITION
CASE 240B CASE EXCAVATOR	2007	GOOD CONDITION
CASE 250D CASE EXCAVATOR	2021	EXCELLENT CONDITION
CASE 350D CASE EXCAVATOR	2021	EXCELLENT CONDITION
CASE CX37C MINI EXCAVATOR	2025	EXCELLENT CONDITION
CASE 580N BACKHOE	2011	GOOD CONDITION
CASE 580N BACKHOE	2019	EXCELLENT CONDITION
JOHN DEERE 310J BACKHOE	2010	EXCELLENT CONDITION
JOHN DEERE 310L BACKHOE	2017	EXCELLENT CONDITION
CASE 580N BACKHOE	2021	EXCELLENT CONDITION
CASE 580SV BACKHOE	2025	EXCELLENT CONDITION
CASE SR160 SKID STEER	2019	EXCELLENT CONDITION
JOHN DEERE 544K LOADER	2011	GOOD CONDITION
JOHN DEERE 524L LOADER	2020	EXCELLENT CONDITION
CASE 621G LOADER	2021	EXCELLENT CONDITION
JOHN DEERE 650P DOZER	2023	EXCELLENT CONDITION
CASE 850K DOZER	2007	GOOD CONDITION
CASE 550H DOZER	2008	GOOD CONDITION
CASE 850M DOZER	2025	EXCELLENT CONDITION
CASE SV208 ROLLER	2014	EXCELLENT CONDITION

[illegible]The logo for The City of Edinburgh, featuring the word "Edinburgh" in a stylized font with a red star above the "i" and the words "THE CITY OF" in a smaller, sans-serif font above the "burgh".

Executed this: 26 Day of : August 20. 25

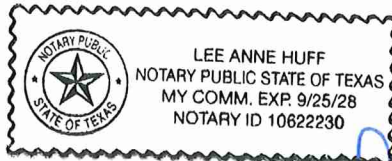
By:  R.P. Constructors, Inc.
Robert C. Pfeiffer BIDDER

Title: President

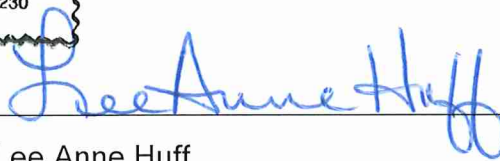
NOTARY PUBLIC

State of Texas

County of: Comal



Subscribed and sworn to before me this:


Lee Anne Huff

NOTARY PUBLIC

END OF SECTION

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Document 00411

BID BOND**PART 1 - GENERAL****1.01 SECTION INCLUDES**

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

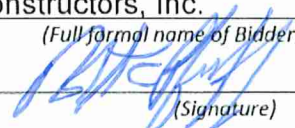
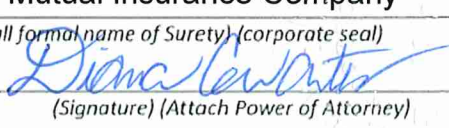
1.02 REFERENCES – Not Used**1.03 DEFINITIONS – Section 0700****1.04 BID BOND FORMS**

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

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

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder R.P. Constructors, Inc. Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] 9455 N Interstate 35 New Braunfels, Texas 78130	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner City of Edinburg Name: [Full formal name of Owner] Address (principal place of business): [Address of Owner's principal place of business] 415 W University Drive Edinburg, Texas 78541	Bid Project (name and location): City of Edinburg Downtown Water Treatment Plant Improvements Rehabilitation of Existing Clarifier No. 1 Bid No. 2025-21 Bid Due Date: September 3, 2025
Bond Penal Sum: Five Percent (5%) of Greatest Amount Bid Date of Bond: August 26, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder R.P. Constructors, Inc. (Full formal name of Bidder)	Surety Liberty Mutual Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Robert C. Pfeiffer (Printed or typed)	Name: Diana Cervantes (Printed or typed)
Title: President	Title: Attorney in Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Kristen McFerrin (Printed or typed)	Name: Luis Navarro (Printed or typed)
Title: Secretary	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212355 - 992301**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Autumn Stockton, Carlos A. Albelo, Diana Cervantes, Jessica Rosser, S Nicole Evans, Stephanie Gunderson

all of the city of Dallas state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of September, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of August, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

DOCUMENT 00429

CITY OF EDINBURG NON-BRIBERY MODEL FORM

R.P. Constructors, Inc.
9455 N. Interstate 35
New Braunfels, Texas 78130-7132
512-392-5111

August 26, 2025

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

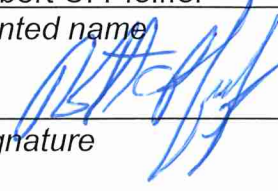
Dear City of Edinburg:

The undersigned party certifies that R.P. Constructors, Inc. complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Robert C. Pfeiffer

Printed name


Signature

President

Position in bidding company

August 26, 2025

Date

END OF SECTION

SECTION 00460

NONCOLLUSION AFFIDAVIT**PART 1 - GENERAL****1.01 SECTION INCLUDES**

This section describes the standardized forms for use in Bidder and Contractor representations and certifications for the project.

1.02 REFERENCES – Not Used**1.03 DEFINITIONS – Section 0700****1.04 REPRESENTATIONS AND CERTIFICATIONS**

- A. Affidavit of Non-collusion
- B. Historically Underutilized Business (HUB) Certification (Bidder to insert appropriate certification notice at the end of this Section).

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

STANDARDIZED FORMS FOLLOW

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

Robert C. Pfeiffer, being first duly sworn, deposes and says that:
(Name)

- (1) He is President of R.P. Constructors, Inc., the Bidder that has submitted the attached Bid;
(Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

Title

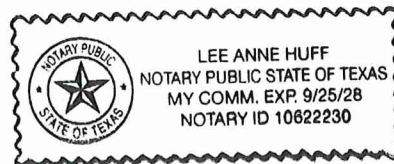
President

Subscribed and sworn to me this 26 day of August, 2025.

By:

Lee Anne Huff

Notary Public: State of Texas
My commission expires: September 25, 2028



END OF SECTION

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.

R.P. Constructors, Inc. / Robert C. Pfeiffer

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

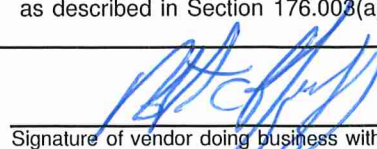
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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

7 
Signature of vendor doing business with the governmental entity

August 26, 2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

SECTION 00470

CONFLICT OF INTEREST DISCLOSURE

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized forms for use in Bidder and Contractor representations and certifications for the project.

1.02 REFERENCES – Not Used

1.03 DEFINITIONS – Section 0700

1.04 REPRESENTATIONS AND CERTIFICATIONS

A. Conflict of Interest Disclosure

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION – Not Used

STANDARDIZED FORMS FOLLOW

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

a. 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:

Company/Vendor Name:

August 26, 2025

R.P. Constructors, Inc.

Printed Name and Title:

Authorized Signatory:

Robert C. Pfeiffer, President



END OF SECTION

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Document 00630

FORM OF BUSINESS

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

Corporation:Corporate Name: R.P. Constructors, Inc.State of Incorporation: TexasMailing Address: 9455 N Interstate 35, New Braunfels, Texas 78130-7132

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____

Mailing Address: _____

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

Sole Proprietorship

Name: _____

Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Robert C. Pfeiffer, President

[Typed Name and Title of Authorized Representative]


[Signature of Authorized Representative]August 26, 2025

[Typed Date]

END OF DOCUMENT

00630- 1 of 2

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FRANCHISE TAX ACCOUNT STATUS

This record as of August 14, 2025 at 11:34:42

R.P. CONSTRUCTORS, INC.

Texas Taxpayer Number:	17426168542
Mailing Address:	9455 INTERSTATE 35 N NEW BRAUNFELS, TX 78130 - 7132
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	11/06/1991
Texas SOS File Number:	0121089400
Registered Agent Name:	ROBERT PFEIFFER
Registered Office Street Address:	72 LAZY LN SAN MARCOS, TX 78666

Public Information Report for Year 2024

Title	Name and Address
TREASURER	KRISTEN MCFERRIN 9455 IH 35 NORTH NEW BRAUNFELS, TX 78130
PRESIDENT	ROBERT PFEIFFER 9455 IH 35 NORTH NEW BRAUNFELS, TX 78130
DIRECTOR	ROBERT PFEIFFER 9455 IH 35 NORTH NEW BRAUNFELS, TX 78130

Document 00631

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

R.P. Constructors, Inc.

[Name of Corporation / Contractor]

meeting on this 06 day of November, 19 91, that Robert C. Pfeiffer
[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

26 day of August, 20 25.



[Seal]


Kristen McFerrin, Secretary

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CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)

Robert C. Pfeiffer
Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the

R.P. Constructors, Inc., meeting
name of corporation

on the day of November 06, 19 91, that Robert C. Pfeiffer be, and hereby is,

authorized to act on behalf of R.P. Constructors, Inc., as its
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said
meeting and that the resolution has not been rescinded or amended and is now in full forces
and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and

affix the seal of the corporation this 26 day of August, 20 25.




Kristen McFerrin, Secretary

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Document 00635

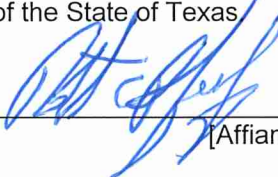
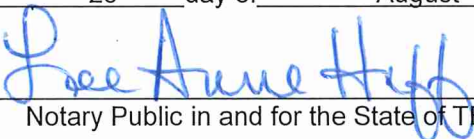
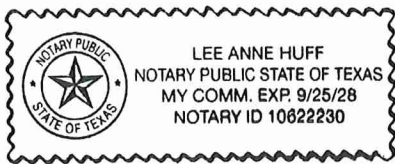
CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Comal

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Robert C. Pfeiffer, Affiant,
[Affiant]who being by me duly sworn on his oath stated that he is President, of
[Title]the R.P. Constructors, Inc., Contractor, that he is authorized to represent Contractor
[Contractor]pursuant to provisions of a resolution adopted on this 06 day of November, 19 91. A duly
certified copy of such resolution is attached to and is hereby made a part of this document.Affiant, in such capacity declares and assures the City of Edinburg that Contractor will construct the Project
in accordance with sound construction practice and all laws of the State of Texas
[Affiant]SWORN AND SUBSCRIBED before me on this 26 day of August, 20 25.
Notary Public in and for the State of TEXASLee Anne Huff
[Print or Type Notary Public Name]My Commission Expires: September 25, 2028
[Expiration Date]

[Seal]

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**CERTIFICATE REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

CITY OF EDINBURG

Document 00640

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

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

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

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

R.P. Constructors, Inc.

[Typed Name of Company:]

Robert C. Pfeiffer, President

[Typed Name & Title of Authorized Representative]


[Signature of Authorized Representative]

August 26, 2025

[Date]

If unable certify the above statements, explanation is attached.

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ARTICLE 7 - CHANGES IN THE WORK7.2 AND 7.3 CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES

7.2.3 AND 7.3.6: ADD: Sub Paragraph (Same limits apply to change orders.)

All overhead and profit shall not exceed the amounts noted herein.

		<u>Overhead</u>	<u>Profit</u>	<u>Commission</u>
a.	Contractor on work performed by other than its own forces	-	-	5%
b.	To first tier subcontractor on work performed by its subcontractor	-	-	5%
c.	To Contractor and/or the subcontractor for that portion of the work performed with their respective forces.	10%	5%	-

ARTICLE 8 - TIME8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 : ADD: If Change Orders are granted for time extensions, it is understood and agreed that they are done so upon the agreement of the Owner and Contractor that no claim will be asserted for any alleged increasing costs, either direct, indirect, or impact costs, including, but not limited to, extended overhead, or any wage, material or other escalations associated with such time extension, and such costs are hereby expressly waived.

ADD 8.3.1.1: All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(11)	(8)	(6)	(6)	(5)	(4)	(5)	(4)	(4)	(4)	(4)	(6)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse occurred in previous month), be calculated chronologically for the first to the last day of each month, and be

recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clause.

ADD 8.4 LIQUIDATED DAMAGES

8.4.1 The operational capacity of the Owner is effected by the Project and the work shall be completed as soon as possible.

8.4.2 The Owner will suffer financial damage if the work is not substantially complete on the date set forth in the Contract Documents. Time being of the essence, the Contractor (and his Surety) shall pay to the Owner the following sums:

- A. \$500.00 per consecutive calendar day beyond the completion date.
- B. And \$200.00 per day for architectural/engineering costs as fixed, agreed and liquidated damages for each calendar day of delay until the work is substantially completed. All work described in the Contract Documents is subject to this liquidated damages provision.
- C. Substantial Completion will be the date that AIA Document G704 is executed by the Architect, Owner and Contractor.

8.4.3. Minor uncompleted items in the base work, as well as "Punch list" items shall be completed within thirty days after the date of substantial completion. If work is not totally finished and all items on the "Punch list" completed within thirty days, the liquidated damage charge shall be applied at the rate as shown in Paragraph 8.4.2, on a daily basis, until such time as the Architect certifies that all work is complete.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

ADD: 9.3.1.3 First payment amounting to ninety percent (90%) of application will be made to Contractor without supporting data. Subsequent Applications for Payment must be accompanied by the following forms, in duplicate:

- .1 Latest edition of AIA Document G706A, Contractor's Affidavit of Release of Liens, with accompanying lien waivers from Contractor, Subcontractors, Sub-subcontractors and Suppliers from previous calendar month. Lien waivers must show amount paid.
- .2 Latest edition of AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, indicating that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the application is being submitted and the owner of this property might in any way be responsible have been paid or otherwise satisfied.
- .3 Revised project schedule to reflect status of Project at current date.
- .4 An Affidavit of Compliance of payment of prevailing wages for the previous period.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

- effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
 - G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

To: CITY OF EDINBURG

Project No.: 62597

Project Name: Downtown Water Treatment Plant Improvements Rehabilitation of Existing Clarifier No. 1

Bidder:

R.P. Constructors, Inc.

[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

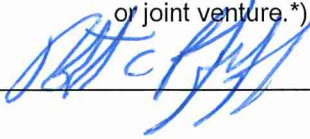
Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price identified in the Pricing Table section of this bid.

SIGNATURES:

Bidder: R.P. Constructors, Inc.

[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

By: _____



August 26, 2025

[Date]

Name: Robert C. Pfeiffer, President

Document 00310

FORM OF PROPOSAL

To: CITY OF EDINBURG

Project No.: Bid No .2025-21Project: **DOWNTOWN WATER TREATMENT PLANT IMPROVEMENTS –REHABILITATION OF EXISTING CLARIFIER NO. 1**Bidder: R.P. Constructors, Inc.[Print or type full name of proprietorship, partnership, corporation, or joint venture]**1.0 OFFER****BASE BID – CLARIFER EQUIPMENT CONSTRUCTED USING PAINTED CARBON STEEL MATERIALS**

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

FOUR HUNDRED SEVENTY THOUSAND (Dollars)[Print or type in words, Bidder's Total Bid Price](\$ 470,000.00[Print or type in figures, Bidder's Total Bid Price]260 (TWO HUNDRED SIXTY)[Working Days]**ALTERNATE BID – EQUIPMENT CONSTRUCTED USING 304 STAINLESS STEEL MATERIALS**

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

FOUR HUNDRED NINETY THOUSAND (Dollars)[Print or type in words, Bidder's Total Bid Price](\$ 490,000.00[Print or type in figures, Bidder's Total Bid Price]260 (TWO HUNDRED SIXTY)[Working Days]

00310-1 of 4

Unit Price or Combination Stipulated Price and Unit Price Contract. If the Bid is for a Unit Price Contract or a combination of Stipulated Price and Unit Price Contract, the Total Bid Price, including Cash Allowances, if any, is tabulated in: Document 00405 - Schedule of Unit Price Work for a Project with no Alternate Bids, or Document 00407 - Schedule of Alternates for a Project with Alternate Bids.

Cash Allowances. All Cash Allowances, totaled in either Document 00405 - Schedule of Unit Price Work, as applicable, and described in the Bid Documents are included in the Total Bid Price.

Changes in Contract Price Due to Variations in Actual Quantities. For items quoted in Document 00405 - Schedule of Unit Price Work, the Total Bid Price is based in whole or in part on the Unit Price multiplied by the quantity for each of the items listed. The Contract Price is subject to change due to variation in the actual quantities of each item in the completed Work in accordance with the Contract Documents.

Alternate Bids. Alternate Bid work, as described in the Bid Documents, will be performed for an amount for each Alternate Bid that is accepted by the Owner. The Owner may accept or reject any or all Alternate Bids.

Security Deposit. Included herewith is a Security Deposit in the amount of 5 percent of the greatest amount of the Total Bid Price, or Total Alternate Bid Price(s).

Period for Bid Acceptance. This offer shall be open to acceptance and is irrevocable for 90 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 90 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by the Notice to Proceed.

3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. 1, dated August 22, 2025

Addendum No. 2, dated August 25, 2025

Addendum No. 3, dated August 27, 2025

4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

- ☒ Document 00405 - Schedule of Unit Price Work, if applicable
- ☒ Document 00411 - Bid Bond (*Form supplied by Bidder*)
- ☒ Document 00420 - Statement of Bidder's Qualifications
- ☒ Document 00423 - Certification to Bidder's Experience & Qualifications
- ☒ Document 00425 - Equipment & Material Suppliers List

5.0

SIGNATURES:

Bidder: R.P. Constructors, Inc.

(Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.)*

By: _____

[Signature]**

September 03, 2025

[Date]

Name: Robert C. Pfeiffer

[Please print or type name]

President

[Title]

Address: 9455 N Interstate 35, New Braunfels, Texas 78130-7132

[Mailing]

[Street, if different]

Telephone: 512-392-5111

[Print or type telephone number]

* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

** The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF DOCUMENT

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Document 00405

SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.
When a Contract is awarded, this Document becomes a supplement to Document 00500 - Form of Agreement between Owner and Contractor.

Base Bid – Equipment Constructed of Painted Carbon Steel					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
1	Replacement of Existing Clarifier No. 1. Including all Electrical and etc. All Complete	1	LS	\$420,000.00	\$420,000.00
2	Betterment Allowance for Additional Work	1	LS	\$ 50,000.00	\$ 50,000.00
Total					\$470,000.00
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					

TOTAL BASE BID PRICE (Total Unit Prices)

\$ 470,000.00

Notes:

(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Alternate Bid – Equipment Constructed of 304 Stainless Steel					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
1	Replacement of Existing Clarifier No. 1. Including all Electrical and etc. All Complete	1	LS	\$440,000.00	\$440,000.00
2	Betterment Allowance for Additional Work	1	LS	\$ 50,000.00	\$ 50,000.00
Total					\$490,000.00
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					

TOTAL ALTERNATE BID PRICE (Total Unit Prices)

\$ 490,000.00

00405-1 of 3

Project: Downtown Water Treatment Plant Improvements Rehabilitation of Existing Clarifier No. 1

Project No. 62597 Bidder's Signature: 

Company: R.P. Constructors, Inc. Name: Robert C. Pfeiffer

Date: September 03, 2025 Title: President

END OF DOCUMENT

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

Reference For: R.P. Constructors, Inc.

Reference Company Name: Melden and Hunt, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

Signature: 

Printed Name: Allan F. Booe, P.E.

Date: 08/14/2025

DOCUMENT 00425

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
*** SEE ATTACHED ***	***	

R.P. CONSTRUCTORS, INC.

9455 N. INTERSTATE 35
NEW BRAUNFELS, TEXAS 78130-7132
(512) 392-5111

<u>EQUIPMENT</u>	<u>YEAR</u>	<u>CONDITION</u>
108 LINKBELT CRANE	1967	GOOD CONDITION
108 LINKBELT CRANE	1968	GOOD CONDITION
108 LINKBELT CRANE	1970	GOOD CONDITION
108 LINKBELT CRANE	1972	GOOD CONDITION
108 LINKBELT CRANE	1975	GOOD CONDITION
CASE 365E EXCAVATOR	2023	EXCELLENT CONDITION
CASE 240B CASE EXCAVATOR	2007	GOOD CONDITION
CASE 250D CASE EXCAVATOR	2021	EXCELLENT CONDITION
CASE 350D CASE EXCAVATOR	2021	EXCELLENT CONDITION
CASE CX37C MINI EXCAVATOR	2025	EXCELLENT CONDITION
CASE 580N BACKHOE	2011	GOOD CONDITION
CASE 580N BACKHOE	2019	EXCELLENT CONDITION
JOHN DEERE 310J BACKHOE	2010	EXCELLENT CONDITION
JOHN DEERE 310L BACKHOE	2017	EXCELLENT CONDITION
CASE 580N BACKHOE	2021	EXCELLENT CONDITION
CASE 580SV BACKHOE	2025	EXCELLENT CONDITION
CASE SR160 SKID STEER	2019	EXCELLENT CONDITION
JOHN DEERE 544K LOADER	2011	GOOD CONDITION
JOHN DEERE 524L LOADER	2020	EXCELLENT CONDITION
CASE 621G LOADER	2021	EXCELLENT CONDITION
JOHN DEERE 650P DOZER	2023	EXCELLENT CONDITION
CASE 850K DOZER	2007	GOOD CONDITION
CASE 550H DOZER	2008	GOOD CONDITION
CASE 850M DOZER	2025	EXCELLENT CONDITION
CASE SV208 ROLLER	2014	EXCELLENT CONDITION

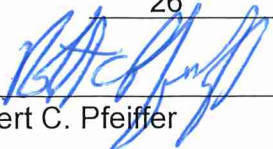
B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

[illegible]

BIDDER

00425 - 2 of 4

Executed this: 26 Day of : August 20. 25

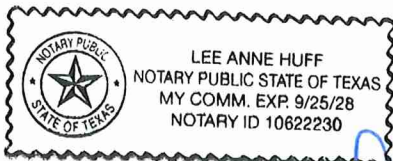
By:  R.P. Constructors, Inc.
Robert C. Pfeiffer BIDDER

Title: President

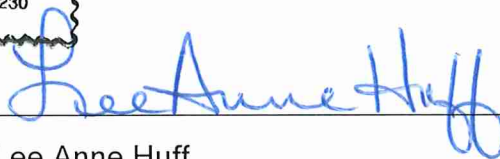
NOTARY PUBLIC

State of Texas

County of: Comal



Subscribed and sworn to before me this:



Lee Anne Huff

NOTARY PUBLIC

END OF SECTION

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Document 00411

BID BOND**PART 1 - GENERAL****1.01 SECTION INCLUDES**

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

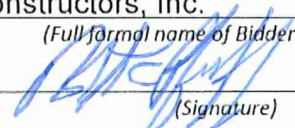
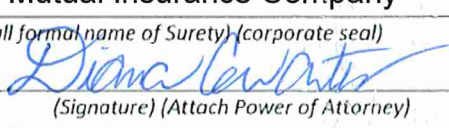
1.02 REFERENCES – Not Used**1.03 DEFINITIONS – Section 0700****1.04 BID BOND FORMS**

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

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

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder R.P. Constructors, Inc. Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] 9455 N Interstate 35 New Braunfels, Texas 78130	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner City of Edinburg Name: [Full formal name of Owner] Address (principal place of business): [Address of Owner's principal place of business] 415 W University Drive Edinburg, Texas 78541	Bid Project (name and location): City of Edinburg Downtown Water Treatment Plant Improvements Rehabilitation of Existing Clarifier No. 1 Bid No. 2025-21 Bid Due Date: September 3, 2025
Bond Penal Sum: Five Percent (5%) of Greatest Amount Bid Date of Bond: August 26, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder R.P. Constructors, Inc. (Full formal name of Bidder)	Surety Liberty Mutual Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Robert C. Pfeiffer (Printed or typed)	Name: Diana Cervantes (Printed or typed)
Title: President	Title: Attorney in Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Kristen McFerrin (Printed or typed)	Name: Luis Navarro (Printed or typed)
Title: Secretary	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212355 - 992301**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Autumn Stockton, Carlos A. Albelo, Diana Cervantes, Jessica Rosser, S Nicole Evans, Stephanie Gunderson

all of the city of Dallas state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of September, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of August, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

DOCUMENT 00429

CITY OF EDINBURG NON-BRIBERY MODEL FORM

R.P. Constructors, Inc.
9455 N. Interstate 35
New Braunfels, Texas 78130-7132
512-392-5111

August 26, 2025

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

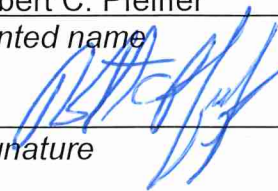
Dear City of Edinburg:

The undersigned party certifies that R.P. Constructors, Inc. complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Robert C. Pfeiffer

Printed name


Signature

President

Position in bidding company

August 26, 2025

Date

END OF SECTION

SECTION 00460

NONCOLLUSION AFFIDAVIT**PART 1 - GENERAL****1.01 SECTION INCLUDES**

This section describes the standardized forms for use in Bidder and Contractor representations and certifications for the project.

1.02 REFERENCES – Not Used**1.03 DEFINITIONS – Section 0700****1.04 REPRESENTATIONS AND CERTIFICATIONS**

- A. Affidavit of Non-collusion
- B. Historically Underutilized Business (HUB) Certification (Bidder to insert appropriate certification notice at the end of this Section).

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

STANDARIZED FORMS FOLLOW

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

Robert C. Pfeiffer, being first duly sworn, deposes and says that:
(Name)

- (1) He is President of R.P. Constructors, Inc., the Bidder that has submitted the attached Bid;
(Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

Title

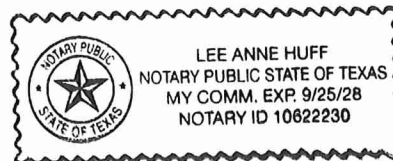
President

Subscribed and sworn to me this 26 day of August, 20 25.

By:

Lee Anne Huff

Notary Public: State of Texas
My commission expires: September 25, 2028



END OF SECTION

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.

R.P. Constructors, Inc. / Robert C. Pfeiffer

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

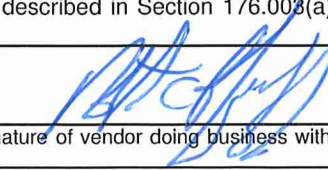
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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

7 
Signature of vendor doing business with the governmental entity

August 26, 2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

SECTION 00470

CONFLICT OF INTEREST DISCLOSURE

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized forms for use in Bidder and Contractor representations and certifications for the project.

1.02 REFERENCES – Not Used

1.03 DEFINITIONS – Section 0700

1.04 REPRESENTATIONS AND CERTIFICATIONS

A. Conflict of Interest Disclosure

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION – Not Used

STANDARDIZED FORMS FOLLOW

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

a. 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:

Company/Vendor Name:

August 26, 2025

R.P. Constructors, Inc.

Printed Name and Title:

Authorized Signatory:

Robert C. Pfeiffer, President



END OF SECTION

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Document 00630

FORM OF BUSINESS

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

Corporation:Corporate Name: R.P. Constructors, Inc.State of Incorporation: TexasMailing Address: 9455 N Interstate 35, New Braunfels, Texas 78130-7132

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____

Mailing Address: _____

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

Sole Proprietorship

Name: _____

Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Robert C. Pfeiffer, President

[Typed Name and Title of Authorized Representative]


[Signature of Authorized Representative]August 26, 2025

[Typed Date]

END OF DOCUMENT

00630- 1 of 2

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FRANCHISE TAX ACCOUNT STATUS

This record as of August 14, 2025 at 11:34:42

R.P. CONSTRUCTORS, INC.

Texas Taxpayer Number:	17426168542
Mailing Address:	9455 INTERSTATE 35 N NEW BRAUNFELS, TX 78130 - 7132
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	11/06/1991
Texas SOS File Number:	0121089400
Registered Agent Name:	ROBERT PFEIFFER
Registered Office Street Address:	72 LAZY LN SAN MARCOS, TX 78666

Public Information Report for Year
2024

Title	Name and Address
TREASURER	KRISTEN MCFERRIN 9455 IH 35 NORTH NEW BRAUNFELS, TX 78130
PRESIDENT	ROBERT PFEIFFER 9455 IH 35 NORTH NEW BRAUNFELS, TX 78130
DIRECTOR	ROBERT PFEIFFER 9455 IH 35 NORTH NEW BRAUNFELS, TX 78130

Document 00631

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

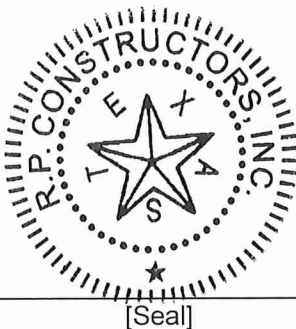
R.P. Constructors, Inc.

[Name of Corporation / Contractor]

meeting on this 06 day of November, 19 91, that Robert C. Pfeiffer
[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

26 day of, August, 20 25.



[Seal]


Kristen McFerrin, Secretary

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CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)

Robert C. Pfeiffer
Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the

R.P. Constructors, Inc., meeting
name of corporation

on the day of November 06, 1991, that Robert C. Pfeiffer, be, and hereby is,

authorized to act on behalf of R.P. Constructors, Inc., as its
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said

meeting and that the resolution has not been rescinded or amended and is now in full forces

and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and

affix the seal of the corporation this 26 day of August, 2025.




Kristen McFerrin, Secretary

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Document 00635

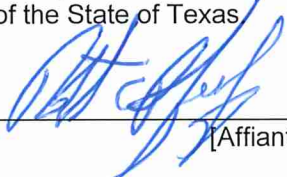
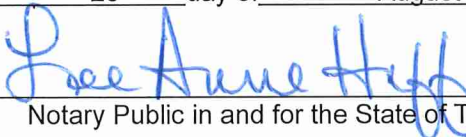
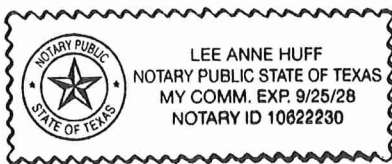
CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Comal

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Robert C. Pfeiffer, Affiant,
[Affiant]who being by me duly sworn on his oath stated that he is President, of
[Title]the R.P. Constructors, Inc., Contractor, that he is authorized to represent Contractor
[Contractor]pursuant to provisions of a resolution adopted on this 06 day of November, 19 91. A duly
certified copy of such resolution is attached to and is hereby made a part of this document.Affiant, in such capacity declares and assures the City of Edinburg that Contractor will construct the Project
in accordance with sound construction practice and all laws of the State of Texas
[Affiant]SWORN AND SUBSCRIBED before me on this 26 day of August, 20 25.
Notary Public in and for the State of TEXASLee Anne Huff
[Print or Type Notary Public Name]My Commission Expires: September 25, 2028
[Expiration Date]

[Seal]

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CERTIFICATE REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY
MATTERS

CITY OF EDINBURG

Document 00640

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

R.P. Constructors, Inc.

[Typed Name of Company:]

Robert C. Pfeiffer, President

[Typed Name & Title of Authorized Representative]


[Signature of Authorized Representative]

August 26, 2025

[Date]

If unable certify the above statements, explanation is attached.

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ARTICLE 7 - CHANGES IN THE WORK7.2 AND 7.3 CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES

7.2.3 AND 7.3.6: ADD: Sub Paragraph (Same limits apply to change orders.)

All overhead and profit shall not exceed the amounts noted herein.

		<u>Overhead</u>	<u>Profit</u>	<u>Commission</u>
a.	Contractor on work performed by other than its own forces	-	-	5%
b.	To first tier subcontractor on work performed by its subcontractor	-	-	5%
c.	To Contractor and/or the subcontractor for that portion of the work performed with their respective forces.	10%	5%	-

ARTICLE 8 - TIME8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 : ADD: If Change Orders are granted for time extensions, it is understood and agreed that they are done so upon the agreement of the Owner and Contractor that no claim will be asserted for any alleged increasing costs, either direct, indirect, or impact costs, including, but not limited to, extended overhead, or any wage, material or other escalations associated with such time extension, and such costs are hereby expressly waived.

ADD 8.3.1.1: All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(11)	(8)	(6)	(6)	(5)	(4)	(5)	(4)	(4)	(4)	(4)	(6)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse occurred in previous month), be calculated chronologically for the first to the last day of each month, and be

recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clause.

ADD 8.4 LIQUIDATED DAMAGES

8.4.1 The operational capacity of the Owner is effected by the Project and the work shall be completed as soon as possible.

8.4.2 The Owner will suffer financial damage if the work is not substantially complete on the date set forth in the Contract Documents. Time being of the essence, the Contractor (and his Surety) shall pay to the Owner the following sums:

- A. \$500.00 per consecutive calendar day beyond the completion date.
- B. And \$200.00 per day for architectural/engineering costs as fixed, agreed and liquidated damages for each calendar day of delay until the work is substantially completed. All work described in the Contract Documents is subject to this liquidated damages provision.
- C. Substantial Completion will be the date that AIA Document G704 is executed by the Architect, Owner and Contractor.

8.4.3. Minor uncompleted items in the base work, as well as "Punch list" items shall be completed within thirty days after the date of substantial completion. If work is not totally finished and all items on the "Punch list" completed within thirty days, the liquidated damage charge shall be applied at the rate as shown in Paragraph 8.4.2, on a daily basis, until such time as the Architect certifies that all work is complete.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

ADD: 9.3.1.3 First payment amounting to ninety percent (90%) of application will be made to Contractor without supporting data. Subsequent Applications for Payment must be accompanied by the following forms, in duplicate:

- .1 Latest edition of AIA Document G706A, Contractor's Affidavit of Release of Liens, with accompanying lien waivers from Contractor, Subcontractors, Sub-subcontractors and Suppliers from previous calendar month. Lien waivers must show amount paid.
- .2 Latest edition of AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, indicating that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the application is being submitted and the owner of this property might in any way be responsible have been paid or otherwise satisfied.
- .3 Revised project schedule to reflect status of Project at current date.
- .4 An Affidavit of Compliance of payment of prevailing wages for the previous period.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

To: CITY OF EDINBURG

Project No.: 62597

Project Name: Downtown Water Treatment Plant Improvements Rehabilitation of Existing Clarifier No. 1

Bidder:

R.P. Constructors, Inc.

[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

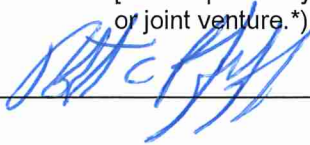
Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price identified in the Pricing Table section of this bid.

SIGNATURES:

Bidder: R.P. Constructors, Inc.

[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

By:



August 26, 2025

[Date]

Name: Robert C. Pfeiffer, President

HOUSE BILL 89 VERIFICATION

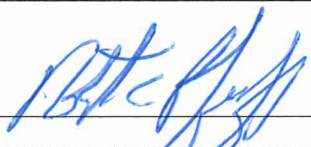
I, Robert C. Pfeiffer, the undersigned representative of
R.P. Constructors, Inc., (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Government 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:

Robert C. Pfeiffer, President

TYPE/PRINT NAME AND TITLE:

August 26, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Robert C. Pfeiffer, the undersigned representative of
R.P. Constructors, 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:

Robert C. Pfeiffer, President

TYPE/PRINT NAME AND TITLE:

August 26, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Robert C. Pfeiffer, the undersigned representative of
R.P. Constructors, 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:

Robert C. Pfeiffer, President

TYPE/PRINT NAME AND TITLE:

August 26, 2025

DATE:

BIDDER'S CERTIFICATIONS

Project Name: Downtown Water Treatment Plant Improvements Rehabilitation of Existing Clarifier No. 1

Project Number: TWDB Project No. 62597

Contract For: City of Edinburg

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

☒ I have developed and have on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-1.7.

I have:

- ☒ participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all notices, contract specifications, and compliance reports due under the requirements contained in 41 CFR Part 60-4.
- ☐ not participated in previous contracts(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 and 41 CFR Chapter 60.

B. NONSEGREGATED FACILITIES

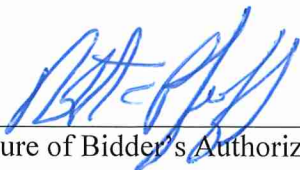
☒ I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR Part 60-1.8.

I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Robert C. Pfeiffer, President

Typed Name and Title of Bidder's Authorized Representative



Signature of Bidder's Authorized Representative

August 26, 2025

Date

R.P. Constructors, Inc. 9455 N Interstate 35, New Braunfels, Texas 78130

Name and Address of Bidder

DOCUMENT 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	R.P. Constructors, Inc.		
Corporate Office			
Name:	Robert C. Pfeiffer	Phone number:	512-392-5111
Title:	President	Email address:	rpfeiffer@rpconstructorsinc.com
Business address of corporate office:	9455 N Interstate 35, New Braunfels, Texas 78130-7132		
Local Office			
Name:	Juan Diaz	Phone number:	956-655-3620
Title:	Superintendent	Email address:	jdpumas@yahoo.com
Business address of local office:	9691 East Monte Cristo Road, Edcouch, Texas 78538		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	11/06/1991	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

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

Name of business:		Affiliation:	
Address:			

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

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

Name:	Robert C. Pfeiffer	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$2,000,000.00
Name:	Kristen McFerrin	Title:	Secretary / Treasurer
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$500,000.00
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		

☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Kristen McFerrin	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10 Hour	ESC Consultants / OSHA	N/A
OSHA 30 Hour	Advance Online / OSHA	N/A

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

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
R.P. Constructors	.90	6.41	93,600	1.23	2.44	81,900	1.09	0	82,000

ARTICLE 5—FINANCIAL

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

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Liberty Mutual Insurance Company	
Surety is a corporation organized and existing under the laws of the state of:	Texas	
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No	



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: R P CONSTRUCTORS INC

Risk ID: 420298714

Rating Effective Date: 01/04/2024

Production Date: 08/30/2023

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.10	36,452	52,317	15,865	0	25,500	13,071	13,071
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.10		36,452	52,317	15,865	0	25,500	11,756	11,756
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	11,756		$C * (1 - A) + G$ 58,307		$(A) * (F)$ 0		(J) 70,063
Expected	(E)	15,865		$C * (1 - A) + G$ 58,307		$(A) * (C)$ 3,645		(K) 77,817
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors						$(J) / (K)$.90		

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: R P CONSTRUCTORS INC

Risk ID: 420298714

Rating Effective Date: 01/04/2024

Production Date: 08/30/2023

State: TEXAS

42-TEXAS

Firm ID: Firm Name: R P CONSTRUCTORS INC

Carrier: 29939 Policy No. 0001094038 Eff Date: 01/04/2020 Exp Date: 01/04/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
3724	.74	.30	489,779	3,624	1,087	NO. 2	06	*	1,626	1,626
5102	1.08	.35	43,967	475	166					
5213	.93	.30	648,409	6,030	1,809					
5606	.15	.30	62,400	94	28					
6219	.93	.30	351,791	3,272	982					
8227	.44	.35	183,306	807	282					
8809	.04	.41	124,800	50	21					
8810	.03	.48	210,150	63	30					
Policy Total:			2,114,602	Subject Premium:	111,699	Total Act Inc Losses:			1,626	

42-TEXAS

Firm ID: Firm Name: R P CONSTRUCTORS INC

Carrier: 29939 Policy No. 0001094038 Eff Date: 01/04/2021 Exp Date: 01/04/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
3724	.74	.30	1,023,113	7,571	2,271	3001285230	05	F	11,192	11,192
5102	1.08	.35	39,204	423	148	3001245072	06	F	253	253
5213	.93	.30	764,438	7,109	2,133					
5606	.15	.30	124,800	187	56					
6219	.93	.30	478,405	4,449	1,335					
8809	.04	.41	62,400	25	10					
8810	.03	.48	211,940	64	31					
Policy Total:			2,704,300	Subject Premium:	94,419	Total Act Inc Losses:			11,445	

42-TEXAS

Firm ID: Firm Name: R P CONSTRUCTORS INC

Carrier: 29939 Policy No. 0001094038 Eff Date: 01/04/2022 Exp Date: 01/04/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
3724	.74	.30	872,873	6,459	1,938					
5102	1.08	.35	71,905	777	272					
5213	.93	.30	503,211	4,680	1,404					
5606	.15	.30	124,800	187	56					
6219	.93	.30	632,181	5,879	1,764					
8809	.04	.41	62,400	25	10					
8810	.03	.48	224,700	67	32					
Policy Total:			2,492,070	Subject Premium:	82,487	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 2 of 2

Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):		175 Berkeley Street	
		Boston, Massachusetts 02116	
Physical Address (principal place of business):		10713 W Sam Houston Parkway N, Suite 650	
		Houston, Texas 77064	
Phone (main):	617-357-9500	Phone (claims):	800-225-2467

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Travelers Indemnity Company	Genreal Liability / Business Auto	
Travelers Property Casualty Company	Umbrella	
Texas Mutual Insurance Company	Workers Compensation	
Westchester Surplus Lines Insurance Co	Pollution	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No
Mailing Address (principal place of business):	Insurepointe of Texas (Broker)	
	2909 Hillcroft, Suite 200	
	Houston, Texas 77057	
Physical Address (principal place of business):		
Phone (main):	713-964-0022	Phone (claims): 713-964-0044

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	35
Estimate of revenue for the current year:	\$15,000,000
Estimate of revenue for the previous year:	\$15,000,000

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

Years of experience with projects like the proposed project: 33+		
As a general contractor:	33+	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been released from a bid in the past 5 years? ☐ Yes ☒ No		
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No		
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

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

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

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

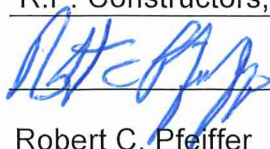
ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: R.P. Constructors, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Robert C. Pfeiffer
(typed or printed)

Title: President
(typed or printed)

Date: August 26, 2025
(date signed)

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

Attest: 
(individual's signature)

Name: Kristen McFerrin
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
9455 N Interstate 35
New Braunfels, Texas 78130-7132

Designated Representative:

Name: Robert C. Pfeiffer
(typed or printed)

Title: President
(typed or printed)

Address:
9455 N Interstate 35
New Braunfels, Texas 78130-7132

Phone: 512-392-5111

Email: rpfeiffer@rpconstructorsinc.com

Schedule A—Current Projects

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

R.P. CONSTRUCTORS, INC.

9455 N. INTERSTATE 35
NEW BRAUNFELS, TEXAS 78130-7132
512-392-5111

UPDATED 08/01/25

PROJECTS IN PROGRESS

PROJECT	AMOUNT	SCHED. COMPL.	OWNER	ENGINEER	CONTACT
MARION WWTF HEADWORKS (JOB NO. 277)	869,527.00	04/26	CITY OF MARION PO BOX 158 MARION, TEXAS 78124	UTILITY ENGINEERING 191 N UNION AVENUE NEW BRAUNFELS, TX 78130	GARRY MONTGOMERY 830-798-3952
SWSC WTP NO. 3 REPAIRS (JOB NO. 276)	175,000.00	09/25	SHARYLAND WSC 210 W. MAIN AVENUE MISSION, TEXAS	SWG ENGINEERING, INC. 611 BILL SUMMERS INTERNATIONAL BLVD. WESLACO, TEXAS	RANDY WINSTON 956-968-2194
NAWSC WTP #1 TRANSFER PUMP (JOB 275)	78,900.00	12/25	NAWSC 420 S DOOLITTLE ROAD EDINBURG, TEXAS 78542	MELDEN & HUNT, INC 115 WEST MCINTYRE STREET EDINBURG, TEXAS 78539	ALLAN BOOE 956-381-0981
UID PUMP STATION E458 (JOB 274)	1,695,271.40	09/25	UNITED IRRIGATION DIST. 1006 WEST MILE 2 ROAD MISSION, TEXAS 78574	FERRIS, FLINN & MEDINA 1405 N. STUART PLACE RD HARLINGEN, TEXAS 78552	FRANK FERRIS 956-364-2236
OAKWILDE WWTF (JOB 273)	11,979,250.00	11/26	SUNBELT FWSD 2929 ALLEN PKWY, STE 3450 HOUSTON, TEXAS 77019	A & S ENGINEERS, INC. 10377 STELLA LINK ROAD HOUSTON, TEXAS 77025	JOSE MENDIOLA 713-942-2775
ROCKPORT WWTP (JOB 272)	4,611,098.00	09/25	CITY OF ROCKPORT 2751 SH 35 BYPASS ROCKPORT, TEXAS 78382	URBAN ENGINEERING 2725 SWANTNER STREET CORPUS CHRISTI, TEXAS 78404	MARK MARONEY 361-339-2089
PORTER MUD WWTP PHASE II (JOB 271)	13,781,000.00	02/26	PORTER MUD 10000 MEMORIAL DR, STE 260 HOUSTON, TEXAS 77024	A & S ENGINEERS, INC. 10377 STELLA LINK ROAD HOUSTON, TEXAS 77025	RON ANDERSON II 713-927-7929
PORTER MUD WWTP LIFT STATION (JOB 270)	5,642,350.00	12/25	PORTER MUD 10000 MEMORIAL DR, STE 260 HOUSTON, TEXAS 77024	A & S ENGINEERS, INC. 10377 STELLA LINK ROAD HOUSTON, TEXAS 77025	RON ANDERSON II 713-927-7929

Schedule B—Previous Experience with Similar Projects

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

Schedule B—Previous Experience with Similar Projects

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

R.P. CONSTRUCTORS, INC.

9455 N. INTERSTATE 35
NEW BRAUNFELS, TEXAS 78130-7132
512-392-5111

UPDATED 08/01/25

PROJECTS COMPLETED

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
PINE TRAILS WWTP (JOB 269)	6,040,164.00	04/25	AQUA TEXAS, INC. 1106 CLAYTON LN, STE 400W AUSTIN, TEXAS 78723	BAXTER & WOODMAN 11450 COMPAQ CENTER DR SUITE 600 HOUSTON, TEXAS 77070	ERIK SANCHEZ 281-350-7027
HCWCID NO. 116 WWTP BLOWER / BUILDING MODIFICATIONS (JOB 268)	840,089.00	10/24	HARRIS CO. WC&ID NO. 116 5135 COBLES CORNER HOUSTON, TEXAS 77069	BAXTER & WOODMAN 11450 COMPAQ CENTER DR SUITE 600 HOUSTON, TEXAS 77070	TOMMY CORMIER 281-350-7027
NAWSC WTP #5 (JOB 267)	14,664,137.33	06/25	NAWSC 420 S DOOLITTLE ROAD EDINBURG, TEXAS 78542	MELDEN & HUNT, INC 115 WEST MCINTYRE STREET EDINBURG, TEXAS 78539	ALLAN BOOE 956-381-0981
HCWCID NO. 116 WWTP (JOB 266)	1,084,048.00	05/24	HARRIS CO. WC&ID NO. 116 5135 COBLES CORNER HOUSTON, TEXAS 77069	BAXTER & WOODMAN 11450 COMPAQ CENTER DR SUITE 600 HOUSTON, TEXAS 77070	ERIK SANCHEZ 281-350-7027
BROWNSVILLE ID UNIT 6 (JOB 265)	502,000.00	07/22	BROWNSVILLE ID 6925 COFFEE PORT RD BROWNSVILLE, TEXAS 78521	FERRIS, FLINN & MEDINA 1405 N. STUART PLACE RD HARLINGEN, TEXAS 78552	FRANK FERRIS 956-364-2236
HCID #1 MAIN CANAL, PHASE III (JOB 264)	8,511,900.11	11/24	HCID NO. 1 1904 N EXPRESSWAY 281 EDINBURG, TEXAS 78540	SDI ENGINEERING, LLC 5602 E IOWA ROAD EDINBURG, TEXAS 78542	ISABEL POSADAS 956-287-1818
SSLGC 18" WATER MAIN SH 123 BRIDGE CROSSING (JOB 263)	876,473.00	08/22	SSLGC PO BOX 833 SEGUIN, TEXAS 78156	TRC ENGINEERS, INC. 505 E HUNTLAND DR, STE 250 AUSTIN, TEXAS 78752	CRAIG BELL 512-454-8716
PORTER MUD WWTF (JOB 262)	13,280,983.42	09/24	PORTER MUD 10000 MEMORIAL DR, STE 260 HOUSTON, TEXAS 77024	A & S ENGINEERS, INC. 10377 STELLA LINK ROAD HOUSTON, TEXAS 77025	JIM AINSWORTH 713-927-7929

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
LAGUNA MADRE WD WTP NO. 1 (JOB 261)	1,405,903.00	04/22	LAGUNA MADRE WATER 105 PORT ROAD PORT ISABEL, TEXAS	SWG ENGINEERING, INC. 611 BILL SUMMERS INT'L BLVD WESLACO, TEXAS 78596	RANDY WINSTON 956-968-2194
LA FERIA WTP (JOB 260)	992,843.00	11/21	CITY OF LA FERIA 115 E. COMMERCIAL AVE. LA FERIA, TEXAS	SWG ENGINEERING, INC. 611 BILL SUMMERS INT'L BLVD WESLACO, TEXAS	JOE WINSTON 956-968-2194
EDINBURG WEST WTP (JOB 259)	1,397,520.00	05/21	CITY OF EDINBURG 415 W. UNIVERSITY DRIVE EDINBURG, TEXAS	DANNENBAUM ENG. 1109 W. NOLANA, STE 208 MCALLEN, TEXAS	RICHARD SEITZ 956-429-0574
HCMUD NO. 165 WWTP (JOB 258)	7,671,213.00	09/22	HCMUD NO. 165 3200 SW FWY, SUITE 2600 HOUSTON, TEXAS	DAC ENGINEERING 17725 KATY FRWY, STE 103 HOUSTON, TEXAS 77094	MAURICE MULLALY 281-506-7119
GUADALUPE SWTP CLARIFIER NO. 2 (JOB 257)	1,242,577.00	07/21	NEW BRAUNFELS UTILITIES 355 FM 306 NEW BRAUNFELS, TX 78130	JONES CARTER 6330 W LOOP S, STE 150 BELLAIRES, TEXAS 77401	CHARAN TANNERU 713-777-5337
HCMUD NO. 449 WWTP (JOB 256)	2,784,028.00	07/21	HCMUD NO. 449 3200 SW FWY, SUITE 2600 HOUSTON, TEXAS	EHRA ENGINEERING 10011 MEADOWGLEN LANE HOUSTON, TEXAS	PAUL ANDERSON 713-784-4500
HCMUD NO. 105 WWTP (JOB 255)	1,936,247.00	04/21	HCMUD NO. 105 2727 ALLEN PKWY, STE 1100 HOUSTON, TEXAS 77019	VAN DE WIELE & VOGLER 2925 BRIARPARK, SUITE 275 HOUSTON, TEXAS 77042	ANDRES JUAREZ 713-782-0042
E. LIVE OAK WATER PLANT PUMP ADDITIONS (JOB 254)	1,582,583.00	06/21	CITY OF SCHERTZ 1400 SCHERTZ PARKWAY SCHERTZ, TEXAS 78154	FORD ENGINEERING 10927 WYE DRIVE, SUITE 104 SAN ANTONIO, TEXAS 78217	MARK HILL 210-590-4777
HCWCID NO. 116 WWTP CLARIFIER #1 (JOB 253)	409,300.00	09/20	HARRIS CO. WC&ID NO. 116 5135 COBLES CORNER HOUSTON, TEXAS 77069	AEI ENGINEERING 11450 COMPAQ CENTER W DR SUITE 600 HOUSTON, TEXAS 77070	PAT GUNTER 281-350-7027
SEGUIN WTP WATER BLENDING SYSTEM (JOB 252)	462,875.00	06/20	CITY OF SEGUIN 205 N. RIVER SEGUIN, TEXAS 78155	TRC ENGINEERS, INC. 505 E HUNTLAND DR, STE 250 AUSTIN, TEXAS 78752	CRAIG BELL 512-454-8716
GUADALUPE SWTP CLARIFIER NO. 1 (JOB 251)	1,188,455.00	02/21	NEW BRAUNFELS UTILITIES 355 FM 306 NEW BRAUNFELS, TX 78130	JONES CARTER 6330 W LOOP S, STE 150 BELLAIRES, TEXAS 77401	CHARAN TANNERU 713-777-5337

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
NAWSC NORTH WESLACO WWTP (JOB 250)	6,434,804.59	06/21	NAWSC 420 S DOOLITTLE ROAD EDINBURG, TEXAS 78542	MELDEN & HUNT, INC 115 WEST MCINTYRE STREET EDINBURG, TEXAS 78539	ALLAN BOOE 956-381-0981
SEGWIN WTP GENERATOR PLATFORM (JOB 249)	523,147.21	03/20	CITY OF SEGUIN 205 N. RIVER SEGWIN, TEXAS 78155	TRC ENGINEERS, INC. 505 E HUNTLAND DR, STE 250 AUSTIN, TEXAS 78752	CRAIG BELL 512-454-8716
HCWCID NO. 116 WWTP CLARIFIER #2 (JOB 248)	1,649,243.00	05/20	HARRIS CO. WC&ID NO. 116 5135 COBLES CORNER HOUSTON, TEXAS 77069	AEI ENGINEERING 11450 COMPAQ CENTER W DR SUITE 600 HOUSTON, TEXAS 77070	PAT GUNTER 281-350-7027
WILLIS WWTP (JOB 247)	5,700,116.00	12/20	CITY OF WILLIS 200 N BELL WILLIS, TEXAS 77378	BLEYL ENGINEERING 100 NUGENT STREET CONROE, TEXAS, 77301	AUSTEN BECK 936-441-7833
NATALIA WWTP (JOB 246)	207,935.00	06/19	CITY OF NATALIA PO BOX 270 NATALIA, TEXAS	TRC ENGINEERS, INC. 505 E HUNTLAND DR, STE 250 AUSTIN, TEXAS	JEFF DAHM 512-454-8716
NBU RIO BAR SCREEN (JOB 245)	626,595.00	04/19	NBU 355 FM 306 NEW BRAUNFELS, TEXAS	FREESE & NICHOLS 10431 MORADO CIR, STE 300 AUSTIN, TEXAS	ANNE HOSKINS 512-617-3100
WMMUD STP LIFT STATION (JOB 244)	1,545,946.00	10/19	WEST MEMORIAL MUD 22025 KINGSLAND BLVD KATY, TEXAS	AEI ENGINEERING 11450 COMPAQ CENTER W DR SUITE 600 HOUSTON, TEXAS	PAT GUNTER 281-350-7027
VICTORIA WWTP SLUDGE DEW (JOB 243)	1,424,000.00	03/19	CITY OF VICTORIA PO BOX 1758 VICTORIA, TEXAS	CDM SMITH 9430 RESEARCH, STE 1-200 AUSTIN, TEXAS	DANNY HURTADO 512-346-1100
SEGWIN WTP / WWTP (JOB 242)	7,037,284.00	03/20	CITY OF SEGUIN 205 N. RIVER SEGWIN, TEXAS 78155	TRC ENGINEERS, INC. 505 E HUNTLAND DR, STE 250 AUSTIN, TEXAS 78752	CRAIG BELL 512-454-8716
NAWSC WTP NO. 4 2.0 MGD G.S.T. (JOB 241)	1,919,656.00	01/19	NAWSC 420 S DOOLITTLE ROAD SAN JUAN, TEXAS	MELDEN & HUNT 115 W. MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
BPUB GUARDRAILS & STAIRWAY (JOB 240)	146,000.00	07/18	BROWNSVILLR PUB 1425 ROBINHOOD DRIVE BROWNVILLE, TEXAS	BROWNSVILLR PUB 1425 ROBINHOOD DRIVE BROWNVILLE, TEXAS	DAVID RAMIREZ 956-983-6570

<u>PROJECT</u>	<u>AMOUNT</u>	<u>COMPL.</u>	<u>OWNER</u>	<u>ENGINEER</u>	<u>CONTACT</u>
HCMUD NO. 344 WWTP – SCREEN (JOB 239)	310,000.00	02/18	HCMUD NO. 344	BROWN & GAY ENGINEERS 10777 WESTHEIMER, STE 400 HOUSTON, TEXAS	DOUG BAKER 281-558-8700
SEABROOK WWTP – PHASE II (JOB 238)	690,400.00	09/18	CITY OF SEABROOK 1700 FIRST STREET SEABROOK, TEXAS	COBB, FENDLEY & ASSOC. 1920 COUNTRY PLACE PKWY PEARLAND TEXAS	KERRY LACKEY 281-993-4952
LYTLE WWTP LIFT STATION REHAB (JOB 237)	224,100.00	02/18	CITY OF LYTLE 14916 MAIN STREET LYTLE, TEXAS	TRC ENGINEERS, INC. 505 E HUNTLAND DR, STE 250 AUSTIN, TEXAS	CRAIG BELL 512-454-8716
HCMUD NO. 81 CINCO REGIONAL WWTP BAR SCREEN REPLACEMENT (JOB 236)	395,000.00	02/18	HCMUD NO. 81 805 HIDDEN CANYON KATY, TEXAS	BGE 10777 WESTHEIMER, STE 400 HOUSTON, TEXAS	DOUG BAKER 281-558-8700
HWWS M.F. RUNNION WTP (JOB 235)	1,725,000.00	03/18	HARLINGEN WATERWORKS 134 E. VAN BUREN AVENUE HARLINGEN, TEXAS	FERRIS, FLINN & MEDINA 1405 N STUART PLACE RD PALM VALLEY, TEXAS	FRANK FERRIS 956-364-2236
HCMUD NO. 449 WWTP (JOB 234)	5,958,558.50	11/18	HCMUD NO. 449 3200 SW FWY, SUITE 2600 HOUSTON, TEXAS	EHRA ENGINEERING 10555 WESTOFFICE DRIVE HOUSTON, TEXAS	PAUL ANDERSON 713-784-4500
MISSION WWTP (JOB 233)	15,170,275.00	12/18	CITY OF MISSION 1201 EAST 8 TH STREET MISSION, TEXAS	MELDEN & HUNT 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
VETTER STREET BOOSTER STATION (JOB NO. 232)	1,952,492.00	11/17	CITY OF SEGUIN 205 N. RIVER SEGUIN, TEXAS	TRC ENGINEERS, INC. 505 E HUNTLAND DR, STE 250 AUSTIN, TEXAS	CRAIG BELL 512-454-8716
HCMUD NO. 105 WWTP (JOB NO. 231)	3,748,480.00	11/17	HCMUD NO. 105 1825 N. MASON ROAD KATY, TEXAS	VAN DE WIELE & VOGLER 2925 BRIARPARK, SUITE 275 HOUSTON, TEXAS	NORMAN SCHOLES 713-782-0042
EDINBURG WEST WTP (JOB NO. 230)	13,105,436.60	11/16	CITY OF EDINBURG 415 W. UNIVERSITY DRIVE EDINBURG, TEXAS	DANNENBAUM ENGINEERING 1109 W. NOLANA, STE 208 MCALLEN, TEXAS	RICHARD SEITZ 956-429-0574
PEARLAND SOUTHDOWN WWTF (JOB NO. 229)	1,297,768.00	09/16	CITY OF PEARLAND 3519 LIBERTY DRIVE PEARLAND, TEXAS	ARKK ENGINEERS, LLC 7322 SW FWY, STE 1040 HOUSTON, TEXAS	DAVID KASPER 713-400-2755
HWWS WWTP #2 (JOB NO. 228)	5,433,857.00	09/16	HARLINGEN WATERWORKS 134 E. VAN BUREN AVENUE HARLINGEN, TEXAS	HARLINGEN WATERWORKS SYS. 134 E. VAN BUREN AVENUE HARLINGEN, TEXAS	JIM VALLELY 956-440-6581

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
LA FERIA WTP UV BUILDING (JOB NO. 227)	460,461.00	04/15	CITY OF LA FERIA 115 E. COMMERCIAL AVE. LA FERIA, TEXAS	SWG ENGINEERING, INC. 611 BILL SUMMERS INTERNATIONAL BLVD. WESLACO, TEXAS	JOE WINSTON 956-968-2194
WOODLAND OAKS WWTF (JOB NO. 226)	4,512,200.00	03/16	SUNBELT FRESH WATER SUPPLY DISTRICT 1001 MCKINNEY, SUITE 1000 HOUSTON, TEXAS	A & S ENGINEERS, INC. 10377 STELLA LINK ROAD HOUSTON, TEXAS	BOB BULIAN 713-942-2710
BROWNSVILLE PUB WTP #1 & #2 (JOB NO. 225)	6,581,876.00	08/16	BROWNSVILLE PUB 1425 ROBINHOOD DRIVE BROWNSVILLE, TEXAS	FREESE AND NICHOLS, INC. 4040 BROADWAY, STE 600 SAN ANTONIO, TEXAS	CHAD SIMMONS 210-298-3856
SWSC WTP NO. 3 (JOB NO. 224)	17,577,914.60	11/15	SHARYLAND WSC 4210 W. MAIN AVENUE MISSION, TEXAS	SWG ENGINEERING, INC. 611 BILL SUMMERS INTERNATIONAL BLVD. WESLACO, TEXAS	RANDY WINSTON 956-968-2194
MONTGOMERY COUNTY WC & ID NO. 1 WWTP (JOB NO. 223)	6,482,109.00	11/15	MONTGOMERY COUNTY WC & ID NO. 1 WWTP PO BOX 7690 THE WOODLANDS, TEXAS	AEI ENGINEERING 616 FM 1960 WEST, STE 250 HOUSTON, TEXAS	ROSS CRAWFORD 281-350-7027
EDINBURG DOWNTOWN WTP FILTERS (JOB 222)	913,656.00	01/15	CITY OF EDINBURG 415 WEST UNIVERSITY DR. EDINBURG, TEXAS	R. GUTIERREZ ENGINEERING 130 W. PARK AVENUE PHARR, TEXAS	HERNAN LUGO 956-782-2557
CITY OF LYFORD WTP (JOB 221)	2,553,975.00	12/14	CITY OF LYFORD 13550 MAIN AVENUE LYFORD, TEXAS	CRUZ-HOGAN CONSULTANTS 222 W. HARRISON AVE, STE A HARLINGEN, TEXAS	ORLANDO CRUZ 956-425-8968
JACKRABBIT ROAD PUD WWTP (JOB NO. 220)	4,524,936.00	04/15	JACKRABBIT ROAD PUD C/O SCHWARTZ, PAGE & HARDING, LP 1300 LOUISIANA, STE 1400 HOUSTON, TEXAS	SANDER ENGINEERING CORP. 1250 W SAM HOUSTON PKWY SOUTH, SUITE 400 HOUSTON, TEXAS	ERIK MILLER 713-784-4830
NAWSC DELTA AREA WTP (JOB 219)	7,771,142.26	08/14	NORTH ALAMO WSC 420 SOUTH DOOLITTLE RD EDINBURG, TEXAS	MELDEN & HUNT 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
PEARLAND LONGWOOD WWTP (JOB 218)	2,446,049.00	04/13	CITY OF PEARLAND 4519 LIBERTY DR., STE 300 PEARLAND, TEXAS	MALCOLM PIRNIE/ARCADIS 2929 BRIARPARK DR, STE 400 HOUSTON, TEXAS	MICHAEL KENNEDY 713-953-4800

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
ZAPATA COUNTY WATERWORKS SLUDGE DEWATERING FACILITY (JOB 217)	1,140,717.00	02/13	COUNTY OF ZAPATA	ATKINS NORTH AMERICA 6504 BRIDGE POINT PKWY STE. 200 AUSTIN, TEXAS	ROBERT MCCARTY 512-342-3242
SEGUIN WTP IMPROVEMENTS (JOB NO. 216)	339,823.00	11/12	CITY OF SEGUIN 205 N. RIVER SEGUIN, TEXAS	TRC ENGINEERS, INC. 505 EAST HUNTLAND DR, STE 250 AUSTIN, TEXAS	CRAIG BELL 512-454-8716
MONTGOMERY COUNTY MUD NO. 15 WWTP (JOB NO. 215)	2,281,355.00	04/13	MONTGOMERY COUNTY MUD NO. 15	AEI ENGINEERING 616 FM 1960 WEST, STE 250 HOUSTON, TEXAS	ROSS CRAWFORD 281-350-7027
FILTER REHAB OF THE MISSION DOWNTOWN WTP, TRAIN #1 & #2 (JOB 214)	989,761.00	05/12	CITY OF MISSION 1201 EAST 8 th ST. MISSION, TEXAS	MELDEN & HUNT 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
HIDALGO COUNTY MUD #1 WTP (JOB 213)	4,979,749.83	09/13	HIDALGO MUD #1	HALFF ASSOCIATES, INC. 5000 W MILITARY HWY, STE. 100 McALLEN, TEXAS	ROBERT SAENZ 956-664-0286
HIDALGO COUNTY MUD #1 WWTP (JOB 212)	4,976,581.53	04/13	HIDALGO MUD #1	HALFF ASSOCIATES, INC. 5000 W MILITARY HWY, STE. 100 McALLEN, TEXAS	ROBERT SAENZ 956-664-0286
EDINBURG WWTP (JOB NO. 211)	13,258,116.00	09/13	CITY OF EDINBURG 415 W. UNIVERSITY EDINBURG, TEXAS	MELDEN & HUNT 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
HCUD 16 WWTP (JOB NO. 210)	2,349,373.00	04/12	HARRIS COUNTY UTILITY DISTRICT 16	PROVIDENT ENGINEERS, INC. 8406 BUFFALO CREEK DR. RICHMOND, TEXAS	MICHAEL V. BALDWIN 281-313-9393
HCMUD NO. 1 WWTF NO. 2 - PHASE I (JOB NO. 209)	1,454,944.30	09/12	HARRIS COUNTY MUD NO. 1	VAN DE WIELE & VOGLER 2925 BRIARPARK, STE. 275 HOUSTON, TEXAS	NORMAN SCHOLES 713-782-0042
RIO GRANDE CITY WWTP IMPROVEMENT PROJECT (JOB NO. 208)	2,155,701.00	11/11	RIO GRANDE CITY 101 S. WASHINGTON STREET RIO GRANDE CITY, TEXAS	MELDEN & HUNT, INC. 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
HORSEPEN BAYOU MUD WWTP IMPROVEMENTS (JOB NO. 207)	999,378.00	03/11	HORSEPEN BAYOU MUNICIPAL UTILITY DISTRICT	BROWN & GAY ENGINEERS 10777 WESTHEIMER SUITE 400 HOUSTON, TEXAS	LINDA KOVAR 281-558-8700

<u>PROJECT</u>	<u>AMOUNT</u>	<u>COMPL.</u>	<u>OWNER</u>	<u>ENGINEER</u>	<u>CONTACT</u>
LA FERIA HEADWORKS (JOB NO. 206)	68,480.00	03/10	CITY OF LA FERIA 115 E. COMMERCIAL AVE. LA FERIA, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC., INC. 1604 E. HIGHWAY 83 WESLACO, TEXAS	JOE WINSTON 956-968-2194
CITY OF ELSA WWTP (JOB NO. 205)	3,643,040.00	08/11	CITY OF ELSA 216 E. 4TH ELSA, TEXAS	MELDEN & HUNT 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
MISSION WTP #2 (JOB NO. 204)	7,735,735.00	09/12	CITY OF MISSION 1201 EAST 8 th ST. MISSION, TEXAS	MELDEN & HUNT 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
LA FERIA FILTER REPLACE (JOB NO. 203)	879,157.00	03/11	CITY OF LA FERIA 115 E. COMMERCIAL AVE. LA FERIA, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC., INC. 1604 E. HIGHWAY 83 WESLACO, TEXAS	JOE WINSTON 956-968-2194
MOORE AIR FIELD WTP (JOB NO. 202)	1,416,717.00	11/10	USDA - APHIS 22675 N. MOOREFIELD RD #6407 EDINBURG, TEXAS	SOLKA NAVA TORNIO 6262 WEBER ROAD, STE. 310 CORPUS CHRISTI, TEXAS	JACK SOLKA 361-854-1471
MONTGOMERY COUNTY UD NO. 2 WWTP EXPANSION (JOB NO. 201)	1,210,574.00	11/10	MONTGOMERY COUNTY UD NO. 2	AEI ENGINEERING 616 FM 1960 W. STE. 250 HOUSTON, TEXAS	HAL WALKER 281-350-7027
EDINBURG WWTP IMPROVEMENTS (JOB NO. 200)	5,386,537.00	08/11	CITY OF EDINBURG 415 W. UNIVERSITY EDINBURG, TEXAS	MELDEN & HUNT 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
LA FERIA WTP FILTER (JOB NO. 199)	1,674,238.00	03/10	CITY OF LA FERIA 115 E. COMMERCIAL AVE. LA FERIA, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC., INC. 1604 E. HIGHWAY 83 WESLACO, TEXAS	JOE WINSTON 956-968-2194
HCMUD NO. 165 WWTP (JOB NO. 198)	5,347,734.00	11/10	HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 165	KMS ENGINEERING ,LLP 2550 GRAY FALLS DR STE 215 HOUSTON, TEXAS	BRENT MORTON 281-598-0000
GALVESTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 6 WWTP (JOB NO. 197)	2,689,901.00	08/10	GALVESTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 6 802 TIKI DRIVE TIKI ISLAND, TEXAS	JOHN D. MERCER & ASSOC. 7002 HARBORSIDE DR. STE. A GALVESTON, TEXAS	JOHN D. MERCER 409-741-8500

<u>PROJECT</u>	<u>AMOUNT</u>	<u>COMPL.</u>	<u>OWNER</u>	<u>ENGINEER</u>	<u>CONTACT</u>
LA FERIA WTP IMPROVEMENTS (JOB NO. 196)	715,500.00	07/09	CITY OF LA FERIA 115 E. COMMERCIAL AVE. LA FERIA, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC., INC. 1604 E. HIGHWAY 83 WESLACO, TEXAS	JOE WINSTON 956-968-2194
LA FERIA WWTP (JOB NO. 195)	8,262,654.00	03/10	CITY OF LA FERIA 115 E. COMMERCIAL AVE. LA FERIA, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC., INC. 1604 E. HIGHWAY 83 WESLACO, TEXAS	JOE WINSTON 956-968-2194
REPLACEMENT OF FILTER MEDIA (JOB NO. 194)	89,600.00	07/08	CITY OF MISSION 1201 E. 8 TH STREET MISSION, TEXAS	CITY OF MISSION 1201 E. 8 TH STREET MISSION, TEXAS	MIKE GARCIA 956-227-7924
WALNUT BRANCH WWTP IMPROVEMENTS (JOB NO. 193)	472,000.00	11/08	CITY OF SEGUIN 205 NORTH RIVER SEGUIN, TEXAS	TRC 505 E. HUNTLAND, STE. 250 AUSTIN, TEXAS	CRAIG BELL 512-454-8716
AGUA SUD 6.0 MGD WTP (JOB NO. 192)	10,154,586.00	08/10	AGUA S.U.D. 3510 N. ABRAM RD. PALMVIEW, TEXAS	MELDEN & HUNT, INC. 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
WESTLAKE MUD #1 WWTP (JOB NO. 191)	4,001,917.00	09/09	WESTLAKE MUNICIPAL UTILITY DISTRICT NO. 1	BROWN & GAY ENGINEERS 10777 WESTHEIMER, STE. 400 HOUSTON, TEXAS	JIM MCDANIEL 281-558-8700
SOUTH BRYAN ROAD LIFT STATION (JOB NO. 190)	716,000.00	10/08	CITY OF MISSION 1201 E. 8 TH STREET MISSION, TEXAS	MELDEN & HUNT, INC. 115 WEST MCINTYRE EDINBURG, TEXAS	LARRY SMITH 956-381-0981
POINT AQUARIUS MUD WWTF EXPANSION – PHASE II (JOB NO. 189)	4,005,821.00	03/09	POINT AQUARIUS MUD 314 COCHRAN CONROE, TEXAS	HUIT-ZOLLARS, INC. 1500 S. DAIRY ASHFORD HOUSTON, TEXAS	JOHN SAVAGE 281-496-0066
EDINBURG WEST WTP (JOB NO. 188)	10,985,824.00	12/08	CITY OF EDINBURG 210 W. MCINTYRE EDINBURG, TEXAS	MELDEN & HUNT, INC. 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
EDINBURG WWTP EXPANSION (JOB NO. 187)	2,261,000.00	09/07	CITY OF EDINBURG 210 W. MCINTYRE EDINBURG, TEXAS	MELDEN & HUNT, INC. 115 WEST MCINTYRE EDINBURG, TEXAS	LARRY SMITH 956-381-0981
HCMUD NO. 285 WWTP NO. 2, PHASE I (JOB NO. 186)	3,370,266.00	01/08	HARRIS COUNTY MUNICIPAL UTILITY NO. 285	JONES & CARTER, INC. 6335 GULFTON DR. STE. 100 HOUSTON, TEXAS	MICHAEL CHEN 713-777-5337

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
SANTA ROSA WTP IMPROVEMENTS (JOB NO. 185)	2,400,000.00	10/07	CITY OF SANTA ROSA 413 SANTA CRUZ SANTA ROSA, TEXAS	TURNER, COLLIE & BRADEN 5757 WOODWAY HOUSTON, TEXAS	BRUCE BAUMEL 713-267-2851
HARRIS COUNTY MUD NO. 5 UV DISINFECTION SYS. IMPR. (JOB NO. 184)	435,745.00	09/07	NW HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5	A&S ENGINEERS, INC. 10377 STELLA LINK RD. HOUSTON, TEXAS	GERALD GEHMAN 713-942-2700
HARRIS COUNTY MUD NO. 81 WWTP IMPROVEMENTS (JOB NO.183)	1,603,580.00	09/07	HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 81	BROWN & GAY ENGINEERS, 10777 WESTHEIMER, STE 400 HOUSTON, TEXAS	DOUG BAKER 281-558-8700
LAGUNA MADRE WATER DISTRICT WATER SYSTEM IMPROVEMENTS (JOB NO. 182)	3,231,648.00	07/07	LAGUNA MADRE WATER DISTRICT 105 PORT ROAD PORT ISABEL, TEXAS	NRS CONSULTING ENGINEERS 1222 E. TYLER, SUITE C HARLINGEN, TEXAS	JESUS LEAL 956-423-7409
HARRIS COUNTY MUD #157 WWTP (JOB NO. 181)	3,651,814.00	11/06	HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 157	BROWN & GAY ENGINEERS 10777 WESTHEIMER RD., STE. 400 HOUSTON, TEXAS	JIM MCDANIEL 281-558-8700
BROWNSVILLE PUBLIC UTILITIES BOARD EST-4 & EST-5 BOOSTER PUMP FACILITIES PROJECT (JOB NO. 180)	220,510.00	04/06	BROWNSVILLE PUBLIC UTILITY BOARD 1495 ROBINHOOD DRIVE BROWNSVILLE, TEXAS	TURNER COLLIE & BRADEN 400 WEST 15th STREET, SUITE 500 AUSTIN, TEXAS	DAVID DISKIND 512-457-7817
WTP IMPROVEMENTS PROPOSED HIGH SERVICE PUMP STRUCTURE (JOB NO. 179)	744,605.00	07/05	CITY OF LA FERIA 115 E. COMMERCIAL AVE. LA FERIA, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC., INC. 1604 E. HIGHWAY 83 WESLACO, TEXAS	JOE WINSTON 956-968-2194
MISSION DOWNTOWN WTP TRANSFER PUMP PROJECT (JOB NO.178)	294,498.00	08/05	CITY OF MISSION 1201 EAST 8TH MISSION, TEXAS	MELDEN & HUNT, INC. 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
NWHCMUD# 16 WWTP (JOB NO. 177)	1,148,525.00	03/06	NORTHWEST HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 16	SHERRINGTON, INC. 8203 WILLOW PLACE SOUTH, SUITE 400 HOUSTON, TEXAS	JOHN SHERRINGTON 281-807-5804
BALBOA LIFT STATION (JOB NO. 176)	1,897,250.00	07/05	CITY OF MCALLEN 1300 HOUSTON AVE. MCALLEN, TEXAS	MELDEN & HUNT, INC. 115 WEST MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
CITY OF MISSION WWTP EXPANSION (JOB NO. 175)	14,384,419.00	07/07	CITY OF MISSION 1201 EAST 8 TH STREET MISSION, TEXAS	MELDEN & HUNT, INC. 115 WEST MCINTYRE EDINBURG, TEXAS	LARRY SMITH 956-381-0981
HCMUD #221 WWTP EXPANSION (JOB NO. 174)	2,181,699.00	03/05	HCMUD NO. 221 C/O VINSON & ELKINS 2700 FIRST CITY TOWER 1001 FANNIN STREET HOUSTON, TEXAS	VAN DE WIELE ENGINEERING, INC. 2925 BRIARPARK, SUITE 275 HOUSTON, TEXAS	JEFF VOGLER 713-782-0042
CITY OF SAN MARCOS SURFACE WTP HIGH SERVICE PUMP IMPROVEMENTS (JOB NO. 173)	467,074.00	02/05	CITY OF SAN MARCOS 630 EAST HOPKINS SAN MARCOS, TEXAS	ALAN PLUMMER ASSOCIATES, INC. 6300 LA CLAMA, STE. 400 AUSTIN, TEXAS	STEPHEN COONAN 512-452-5905
CITY OF DONNA WWTP IMPROVEMENTS PHASE I INFLUENT LIFT STATION (JOB NO. 172)	596,650.00	09/04	CITY OF DONNA 307 SOUTH 12TH STREET DONNA, TEXAS	UNIVERSAL ENGINEERING CORP. 1600 RICHMOND, STE. C MCALLEN, TEXAS	RICK ULTSCH 956-618-2202
CITY OF SAN MARCOS FAIRLAWN LIFT STATION (JOB NO. 171)	678,250.00	11/04	CITY OF SAN MARCOS 630 WEST HOPKINS SAN MARCOS, TEXAS	TURNER COLLIE & BRADEN, INC. 400 WEST 15TH STREET, STE. 500 AUSTIN, TEXAS	DAVID DISKIND 512-457-7817
JOINES ROAD WWTP (JOB NO.170)	2,433,041.00	11/04	MILITARY HIGHWAY WATER SUPPLY CORPORATION P.O. BOX 250 PROGRESO, TEXAS	J.F. FONATINE & ASSOCIATES, INC. 1325 S 77 SUNSHINE STE. 4 HARLINGEN, TEXAS	GEORGE LAZARO 956-412-0371
MERCEDES LIFT STATION (JOB NO.169)	608,215.00	03/04	CITY OF MERCEDES 400 S. OHIO MERCEDES, TEXAS	TURNER COLLIE & BRADEN 300 E. NOLANA LOOP PHARR, TEXAS	KEITH KINDLE 956-781-6991
KATY BAR SCREEN (JOB NO.168)	125,600.00	10/03	CITY OF KATY 910 AVENUE C KATY, TEXAS	CITY OF KATY 910 AVENUE C KATY, TEXAS	JOHNNY NELSON 281-391-4800
SALATRILLO WWTP 54" SCREW PUMP (JOB NO.167)	457,737.00	02/04	SAN ANTONIO RIVER AUTHORITY 100 E. GUENTHER SAN ANTONIO, TEXAS	SAN ANTONIO RIVER AUTHORITY 100 E. GUENTHER SAN ANTONIO, TEXAS	STEVE GUAJARDO 210-227-1373
ROMA WWTP NO.2 PHASE II (JOB NO.166)	1,670,819.00	02/04	CITY OF ROMA 77 CONVENT ROMA, TEXAS	STARR ENGINEERING CO., INC. 17 WINDMILL CIRCLE ABILENE, TEXAS	SCOTT HIBBS 915-698-5560

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
KATY, TEXAS WWTP (JOB NO.165)	3,010,393.00	12/03	CITY OF KATY 910 AVENUE C KATY, TEXAS	CLAY & LEYENDECKER, INC. 1350 AVENUE D KATY, TEXAS	HERMAN CLAY 281-391-0173
SAN JACINTO RIVER AUTHORITY ODOR CONTROL WWTP NO.1 (JOB NO.164)	99,600.00	10/03	SAN JACINTO RIVER AUTHORITY 2436 SAWDUST ROAD THE WOODLANDS, TEXAS	BROWN & GAY ENGINEERS 10777 WESTHEIMER RD. STE. 400 HOUSTON, TEXAS	JIM MCDANIEL 281-558-8700
W.C. & I.D. NO. 119 WWTP MODIFICATIONS (JOB NO. 163)	160,405.00	08/03	HARRIS COUNTY WATER CONTROL AND IMPROV. DISTRICT NO. 119	A & S ENGINEERS, INC. 10377 STELLA LINK RD. HOUSTON, TEXAS	JERRY ARNOLD 713-942-2700
HCMUD #157 WWTP (JOB NO.162)	533,648.00	05/03	HARRIS COUNTY MUD #157	BROWN & GAY ENGINEERS 10777 WESTHEIMER RD. STE. 400 HOUSTON, TEXAS	JIM MCDANIEL 281-558-8700
HIDALGO WWTP (JOB NO.161)	3,619,413.00	11/03	CITY OF HIDALGO CITY HALL 704 E. TEXANO DRIVE HIDALGO, TEXAS	MELDEN & HUNT, INC. 115 WEST MCINTYRE EDINBURG, TEXAS	LARRY SMITH 956-381-0981
LOS FRESNOS WWTP (JOB NO.160)	2,374,605.00	10/03	CITY OF LOS FRESNOS C/O TOM JONES, MAYOR 290 NORTH ARROYO LOS FRESNOS, TEXAS	TURNER COLLIE & BRADEN 300 E. NOLANA LOOP PHARR, TEXAS	KEITH KINDLE 956-781-6991
SCHERTZ LIVE OAK PUMP STATION (JOB NO.159)	1,279,560.00	10/03	CITY OF SCHERTZ 1400 SCHERTZ PRKWY SCHERTZ, TEXAS	FORD ENGINEERING 10927 WYE DR. SAN ANTONIO, TEXAS	LARRY DUBLIN 210-590-4777
ZAPATA COUNTY WWTP IMPROVEMENTS (JOB NO.158)	1,081,229.00	09/02	ZAPATA COUNTY	GARCIA & WRIGHT 407 RHAPSODY SAN ANTONIO, TEXAS	RAUL GARCIA 210-349-5253
HARRIS COUNTY MUD #217 WATER PLANT FILTER (JOB NO.157)	329,270.00	05/02	HARRIS COUNTY MUD #217 C/O ENGINEERS	ALEXANDER ENGINEERING 400 RANDAL WAY, STE. 200 SPRING, TEXAS	NANCY BLACKWELL 281-350-7027
AERATION IMPROVEMENTS AT LINCOLN GREEN (JOB NO.156)	189,475.00	04/02	HARRIS COUNTY MUD NO.33	PATE ENGINEERS, INC. 13333 NORTHWEST FWY. SUITE 300 HOUSTON, TEXAS	JASON KEELING 713-462-3178

<u>PROJECT</u>	<u>AMOUNT</u>	<u>COMPL.</u>	<u>OWNER</u>	<u>ENGINEER</u>	<u>CONTACT</u>
NORTH MCALLEN WWTP EFFLUENT MODIFICATIONS (JOB NO.155)	194,598.00	12/01	CITY OF MCALLEN 1300 HOUSTON AVE. MCALLEN, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOCIATES 1604 E. HWY 83 WESLACO, TEXAS	RANDY WINSTON 956-968-2194
HARLINGEN WTP 20 MGD ACTIFLO SYSTEM (JOB NO.154)	2,020,538.00	11/02	CITY OF HARLINGEN 134 E. VAN BUREN HARLINGEN, TEXAS	CITY OF HARLINGEN 134 E. VAN BUREN HARLINGEN, TEXAS	NORMAN GREEN 956-430-6100
WEST HARRIS COUNTY MUD #15 WWTP (JOB NO.153)	1,039,911.00	12/02	WEST HARRIS COUNTY MUD #15	R.G. MILLER ENGINEERS, INC. 12121 WICKCHESTER DR. HOUSTON, TEXAS	ED NEUMAN 713-461-9600
SAN JUAN WWTP IMPROVEMENTS (JOB NO.152)	6,789,412.00	08/02	CITY OF SAN JUAN 709 S. NEBRASKA SAN JUAN, TEXAS	TURNER COLLIE & BRADEN 300 E. NOLANA LOOP PHARR, TEXAS	KEITH KINDLE 956-781-6991
LYTLE WWTP IMPROVEMENTS (JOB NO.151)	1,374,253.00	04/02	CITY LYTLE 14906 MAIN STREET LYTLE, TEXAS	HUNTER ASSOCIATES TEXAS 505 HUNTLAND, STE. 250 AUSTIN, TEXAS	CRAIG BELL 512-454-8716
WEST S.D.B. REHAB WWTP #2 (JOB NO. 150)	520,484.00	03/01	CITY OF MCALLEN 1300 HOUSTON AVENUE MCALLEN, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC. WESLACO, TEXAS	RANDY WINSTON 956-968-2194
NWHC MUD #16 WWTP EXP. (JOB NO. 149)	765,735.00	09/01	NORTHWEST HARRIS COUNTY MUD #16 C/O GARDERE, WYNNE, SEWELL, & RIGGS 1000 LOUISIANA ST STE. 3400 HOUSTON, TEXAS	SHERRINGTON, INC. 11210 STEEPLECHASE DR. STE. 207 HOUSTON, TEXAS	JOHN SHERRINGTON 281-807-5804
SOUTH WWTP LIFT STATION (JOB NO. 148)	1,460,257.00	10/01	CITY OF MCALLEN 1300 HOUSTON AVENUE MCALLEN, TEXAS	MELDEN & HUNT, INC. 115 W. MCINTYRE EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
PORT ISABEL WWTP IMPROVEMENTS (JOB NO.147)	394,062.00	11/00	LAGUNA MADRE WATER DISTRICT 105 PORT RD. PORT ISABEL, TEXAS	NRS CONSULTING ENGINEERS 1222 E. TYLER, STE. C HARLINGEN, TEXAS	BILL NORRIS 956-423-7409
CUERO WWTP IMPROVEMENTS (JOB NO. 146)	672,455.00	04/01	CITY OF CUERO 201 E. MAIN CUERO, TEXAS	HUNTER ASSOCIATES TEXAS 505 E. HUNTLAND, STE. 250 AUSTIN, TEXAS	CRAIG BELL 512-454-8716

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
ROMA WWTP #2 PHASE I (JOB NO. 145)	3,394,079.00	12/01	CITY OF ROMA 77 CONVENT ROMA, TEXAS	STARR ENGINEERING CO. 17 WINDMILL CIRCLE ABILENE, TEXAS	SCOTT HIBBS 915-698-5560
LULING SOUTH WWTP REPAIR & REPAINT (JOB NO.144)	210,944.00	06/00	CITY OF LULING 509 E. CROCKETT LULING, TEXAS	HUNTER ASSOCIATES TEXAS, LTD. 1106 CLAYTON LANE #410 E AUSTIN, TEXAS	CRAIG BELL 512-454-8716
REHAB OF SDB WWTP #2 (JOB NO. 143)	492,914.00	12/99	CITY OF MCALLEN 1300 HOUSTON AVENUE MCALLEN, TEXAS	SIGLER, WINSTON, GRRENWOOD & ASSOC. WESLACO, TEXAS	RANDY WINSTON 956-968-2194
WESTWAY WWTP EXPANSION (JOB NO. 142)	3,080,156.00	04/01	CITY OF HOUSTON DEPT. OF PUBLIC WORKS & ENGINEERING 611 WALKER, STE. 1700 HOUSTON, TEXAS	R.G. MILLER ENGINEERS 1313 SHERWOOD FOREST AUSTIN, TEXAS	ED NEUMAN 713-461-9600
ANDY BOWIE WWTP REHAB (JOB NO. 141)	2,377,910.00	04/00	LAGUNA MADRE WATER DISTRICT 105 PORT RD. PORT ISABEL, TEXAS	NRS CONSULTING ENGINEERS 1222 E. TYLER, STE. C HARLINGEN, TEXAS	BILL NORRIS 956-423-7409
DISINFECTION FACILITIES (JOB NO. 140)	256,917.00	05/99	HARRIS COUNTY WC & ID #116 5135 COBLES CORNER HOUSTON, TEXAS	ALEXANDER ENGINEERING 400 RANDEL WAY, STE. #200 SPRING, TEXAS	MIKE MOONEY 281-350-7027
HIGH SERVICE PUMP BUILDING (JOB NO. 139)	794,706.00	05/99	CITY OF MCALLEN 1300 HOUSTON AVENUE MCALLEN, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC., INC. 1604 E. HWY 83 WESLACO, TEXAS	JOE WINSTON 956-968-2194
WEST BOOSTER PUMP STATION (JOB NO.138)	730,923.00	08/98	CITY OF EDINBURG 210 W. MCINTYRE STREET EDINBURG, TEXAS	J.E. SAENZ & ASSOC. 204 E. CANO STREET EDINBURG, TEXAS	JACK HUNTER 956-383-2984
WASTEWATER TREATMENT PLANT EXPANSION (JOB NO. 137)	2,444,514.00	05/99	CITY OF RAYMONDVILLE 142 SOUTH 7th ST. RAYMONDVILLE, TEXAS	SHEARER, PLOG, & ASSOC. 5656 S. STAPLES, STE. #230 CORPUS CHRISTI, TEXAS	HAROLD SHEARER 512-991-8550
WASTEWATER TREATMENT PLANT REFURBISHMENT (JOB NO. 136)	739,923.00	07/98	CITY OF HITCHCOCK 7423 HIGHWAY 6 HITCHCOCK, TEXAS	WAYNE SMITH & ASSOC. 11821 I-10 E. FREEWAY HOUSTON, TEXAS	JERRY STRINGER 713-450-1300

PROJECT	AMOUNT	COMPL.	OWNER	ENGINEER	CONTACT
WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO. 135)	4,421,423.00	07/99	CITY OF TAYLOR 400 PORTER ST. TAYLOR, TEXAS	THONHOFF CONSULTING ENGINEERS, INC. SUITE A-236 AUSTIN, TEXAS	BOB THONHOFF 512-328-6736
WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO. 134)	886,230.00	07/98	TRESCHWIG JOINT POWERS BOARD 1415 LOUISANNA, 5th FLOOR HOUSTON, TEXAS	ALEXANDER ENGINEERING 400 RANDAL WAY, #200 SPRING, TEXAS	MIKE MOONEY 281-350-7027
WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO.133)	3,276,903.00	04/98	HARLINGEN WATER WORKS SYSTEM 219 E. JACKSON STREET HARLINGEN, TEXAS	HARLINGEN WATER WORKS SYSTEM 219 E. JACKSON STREET HARLINGEN, TEXAS	DENNIS RAYMOND 956-430-8150
MADERO/GRANJENO HANDRAIL ADDITIONS (JOB NO. 132)	53,544.00	06/97	CITY OF MISSION 900 DOHERTY STREET MISSION, TEXAS	CITY OF MISSION 900 DOHERTY STREET MISSION, TEXAS	DELDIE GARCIA 956-580-8650
SURFACE WATER TREATMENT PLANT (JOB NO. 131)	1,562,002.00	04/98	CITY LA JOYA 100 W. EXPRESSWAY LA JOYA, TEXAS	R.E. GARCIA & ASSOC. 116 N. 12th STREET EDINBURG, TEXAS	RAUL E. GARCIA 956-381-1061
MAIN CANAL IMPROVEMENTS (JOB NO. 130)	162,708.00	03/97	HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 P.O. BOX 786 MISSION, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC. 1604 E. HWY 83 WESLACO, TEXAS	CHARLES GREENWOOD 956-968-2194
SEWAGE TREATMENT PLANT NO. 3, PHASE II (JOB NO. 129)	4,012,341.00	03/98	CITY OF MCALLEN 1300 HOUSTON STREET MCALLEN, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC. 1604 E. HIGHWAY 83 WESLACO, TEXAS	CHARLES GREENWOOD 956-968-2194
RIO LIFT STATION REHABILITATION (JOB NO. 128)	170,336.00	05/97	NEW BRAUNFELS UTILITY 263 E. MAIN PLAZA NEW BRAUNFELS, TEXAS	MCKENZIE ENGINEERING 3910 HYRIDGE STREET AUSTIN, TEXAS	SAM MCKENZIE 512-345-3374
WATER TREATMENT PLANT NO.2 (JOB NO. 127)	5,301,846.00	07/97	CITY OF MISSION 900 DOHERTY STREET MISSION, TEXAS	MELDEN & HUNT, INC. 115 W. MCINTYRE STREET EDINBURG, TEXAS	ALLAN BOOE 956-381-0981
WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO. 126)	2,942,622.00	07/97	CITY OF CROCKETT 200 N. 5th STREET CROCKETT, TEXAS	KSA ENGINEERS 1313 S. JOHN REDDITT LUFKIN, TEXAS	BOB THURBER 409-637-6061

<u>PROJECT</u>	<u>AMOUNT</u>	<u>COMPL.</u>	<u>OWNER</u>	<u>ENGINEER</u>	<u>CONTACT</u>
WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO. 125)	126,875.00	05/96	CITY WEIMER 106 E. MAIN STREET WEIMAR, TEXAS	HUNTER ASSOCIATES 1106 CLAYTON LANE AUSTIN, TEXAS	CRAIG BELL 512-454-8716
WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO. 124)	1,385,143.00	07/96	CITY OF HUNTSVILLE 1212 AVENUE M HUNTSVILLE, TEXAS	WISENBAKER, FIX & ASSOCIATES 821 E.S.E. LOOP 323 TYLER, TEXAS	TRACY HICKS 903-581-8141
MADERO/GRANJENO WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO. 123)	2,969,483.00	06/96	CITY OF MISSION 900 DOHERTY STREET MISSION, TEXAS	MELDEN & HUNT, INC. 203 S. 10th STREET EDINBURG, TEXAS	LARRY SMITH 956-381-0981
WATER TREATMENT PLANT NO. 2 (JOB NO. 122)	4,454,562.00	03/96	CITY OF MCALLEN 311 N. 15th STREET MCALLEN, TEXAS	SIGLER, WINSTON, GREENWOOD & ASSOC. 1604 E. HIGHWAY 83 WESLACO, TEXAS	JOE WINSTON 956/968-2194
STEINER RANCH LIFT STATION (JOB NO. 121)	128,383.00	05/95	STEINER UTILITY CO. 7200 MOPAC, #400 AUSTIN, TEXAS	ESPEY, HUSTON & ASSOC. P.O. BOX 519 AUSTIN, TEXAS	SCOTT TRAINER 512-327-6840
RANDOLPH PUMP STATION (JOB NO. 120)	447,690.00	11/95	SAN ANTONIO WATER SYSTEM P.O. BOX 2449 SAN ANTONIO, TEXAS	SAN ANTONIO WATER SYSTEM P.O. BOX 2449 SAN ANTONIO, TEXAS	DAN MYERS 210-704-7114
LIFT STATION NO. 1 (JOB NO. 119)	1,136,182.00	05/95	CITY KILLEEN P.O. BOX 1329 KILLEEN, TEXAS	THE WALLACE GROUP P.O. BOX 22007 WACO, TEXAS	JOHN WINKLER 817-772-9272
WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO. 118)	786,628.00	04/95	CITY OF KENNEDY P.O. BOX 539 KENNEDY, TEXAS	URBAN ENGINEERING P.O. BOX 6355 CORPUS CHRISTI, TEXAS	PHIL PACHECO 512-854-3101
WASTEWATER TREATMENT PLANT EXPANSION (JOB NO. 117)	967,330.00	03/95	CITY OF EAGLE LAKE 100 E. MAIN STREET EAGLE LAKE, TEXAS	O'MALLEY ENGINEERS 505 GREEN STREET BRENNHAM, TEXAS	CRAIG KANKEL 409-836-7937
WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO. 116)	4,708,165.00	11/94	BRAZOS RIVER AUTHORITY 4400 COBBS DRIVE WACO, TEXAS	ROMING PARKER & ASSOC. 3513 S.W. HK DODGEN, LOOP 304 TEMPLE, TEXAS	RICK KASBERG 817-773-3731
BLANCO WATER TREATMENT PLANT REHAB (JOB NO. 115)	301,534.00	12/93	CITY OF BLANCO 300 PECAN STREET BLANCO, TEXAS	NEPTUNE WILKINSON 4010 MANCHACA ROAD AUSTIN, TEXAS	JOHN BARTLE 512-462-3373

<u>PROJECT</u>	<u>AMOUNT</u>	<u>COMPL.</u>	<u>OWNER</u>	<u>ENGINEER</u>	<u>CONTACT</u>
LIFT STATIONS NO.1 & NO. 2 (JOB NO. 114)	1,718,005.00	11/94	N.W. TRAVIS COUNTY MUD NO. 1 13809 RESEARCH BLVD. AUSTIN, TEXAS	RMT/JONES & NEUSE 912 CAPITOL OF TEXAS HIGHWAY AUSTIN, TEXAS	KEN TUNKS 512-327-9840
CIBOLO CREEK DECHLOR. FACILITY (JOB NO. 113)	166,357.00	10/93	CIBOLO CREEK MUNICIPAL AUTHORITY P.O. BOX 930 SCHERTZ, TEXAS	W.H. MULLINS 5701 BROADWAY SAN ANTONIO, TEXAS	GREG MORGAN 210-828-5521
SALATRILLO AND UPPER MARTINEZ SLUDGE TREATMENT FACILITIES (JOB NO.112)	1,675,300.00	09/93	SAN ANTONIO RIVER AUTHORITY 100 E. GUENTHER SAN ANTONIO, TEXAS	CH2M HILL 5339 ALPHA ROAD DALLAS, TEXAS	RON SEIGER 214-980-2170
SEWAGE TREATMENT PLANT EXPANSION (JOB NO. 111)	1,079,382.00	12/93	CITY OF PLEASANTON 108 2nd STREET PLEASANTON, TEXAS	SUNBLET ENGINEERS 3211 NACOGDOCHES SAN ANTONIO, TEXAS	DON FRAZOR 210-655-6110
SNYDER WASTEWATER TREATMENT PLANT IMPROVEMENTS (JOB NO. 110)	3,737,903.00	11/93	CITY OF SNYDER 1925 24th STREET SNYDER, TEXAS	PARKHILL SMITH & COOPER 4010 AVENUE R LUBBOCK, TEXAS	RANDY WEST 806-747-0161
MARBACH PUMP STATION (JOB NO.108)	819,498.00	09/93	SAN ANTONIO WATER SYSTEM SAN ANTONIO, TEXAS	SAN ANTONIO WATER SYSTEM SAN ANTONIO, TEXAS	DAN MYERS 210-704-7114
SPRING LAKE PUMP STATION STATION IMPROVEMENTS (JOB NO.107)	247,787.00	08/92	CITY OF SAN MARCOS 630 E. HOPKINS SAN MARCOS, TEXAS	CITY OF SAN MARCOS 630 E. HOPKINS SAN MARCOS, TEXAS	STEVE JENKINS 512-353-4444

Schedule C—Key Individuals

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

**ROBERT C. PFEIFFER
233 FOSSIL HILLS LOOP
SPRING BRANCH, TEXAS 78070
(512) 757-4468**

RESUME

EXPERIENCE

NOVEMBER 91 - PRESENT R.P. CONSTRUCTORS, INC. - President of own corporation, continuing along the same line of expertise. Estimating and management of construction for a variety of heavy projects, with an emphasis on Water and Wastewater Treatment Plants, Lift and Pump Stations.

AUGUST 86 - JANUARY 92 LEM CONSTRUCTION COMPANY, INC. - Promoted to Vice President and in command of the Central Texas Division. First hand supervision of all duties involved with running a division office, including chief estimating, purchasing, planning, coordinating and scheduling all phases of jobs, including daily communication with all superintendents to monitor progress and daily site visits to insure quality and quantity was achieved. Constructed \$ 8 Million per year, estimated \$ 100 Million per year.

OCTOBER 85 - AUGUST 86 LEM CONSTRUCTION COMPANY, INC. - Assistant Vice President of Central Texas Division. Start up of a division office. Chief estimator and project manager for bidding and construction of civil work, Water and Wastewater Treatment Plants & Lift Stations.

JUNE 85 - OCTOBER 85 LEM CONSTRUCTION COMPANY, INC. - Senior Estimator.

FEBRUARY 85 - JUNE 85 RODGER'S CONSTRUCTION - Job Superintendent. Construction of Picacho Pumping Station on the CAP in Central Arizona. Interim Superintendent to get job organized, hired personnel, planned and scheduled the early phases of the rock excavation and base slab construction.

OCTOBER 84 - FEBRUARY 85 LEM CONSTRUCTION COMPANY, INC. - Job Superintendent. Construction of Canal Flume Structure and Channel excavation for Brazos River Authority.

APRIL 84 - OCTOBER 84 LEM CONSTRUCTION COMPANY, INC. - Senior Estimator.

NOVEMBER 81 - APRIL 84 LEM CONSTRUCTION COMPANY, INC. - Project Manager/Superintendent. Beltway Wastewater Treatment Plant. Organized, planned and directed all phases of construction of \$ 9.5 Million Dollar project for Gulf Coast Waste Disposal Authority and City of Houston. Included checking shop drawings, cost control, scheduling and coordinating subcontractors and form design.

OCTOBER 80 - OCTOBER 81 LEM CONSTRUCTION COMPANY, INC. - Senior Structural Estimator/Project Manager. Included takeoffs, pricing and putting total jobs together for Water and Wastewater Treatment Plants, Lift Stations, paving and utilities. Also, included checking shop drawings, negotiating change orders, material expediting, cost control, scheduling, coordinating subcontractors of five \$ 1 Million Dollar projects under construction.

MARCH 79 - SEPTEMBER 80 LEM CONSTRUCTION COMPANY, INC. - Project Superintendent. Blackhawk Wastewater Treatment Plant. Organized, planned and directed construction of \$ 7.5 Million Dollar project for Gulf Coast Waste Disposal Authority. Included checking shop drawings, negotiating change orders, material expediting, cost control, scheduling and coordinating subcontractors.

SUMMER/DECEMBER 77 - FEBRUARY 77 LEM CONSTRUCTION COMPANY, INC. - Junior Structural Estimator. Estimating of Water and Wastewater Treatment Plants, Lift Stations, Paving and Utilities, miscellaneous civil work.

FALL 76 APRIL 77 LEM CONSTRUCTION COMPANY, INC. - Foreman. Promoted to Foreman of a 30 man crew doing improvements to Brickhouse Gully. Including slope paving, small bridge construction, box culverts, bulk excavation.

SUMMER 75 - SUMMER 76 LEM CONSTRUCTION COMPANY, INC. - Construction Laborer. Worked Part-time in construction learning basic skills while attending college.

EDUCATION

University of Houston - Bachelor of Science Degree in Civil Engineering, graduated May 1978.

PERSONAL

Date of Birth December 18, 1953; Excellent Health. Height 5'11 175 lbs.

REFERENCES

MR. ALLAN BOOE
MELDEN & HUNT, INC.
115 WEST MCINTYRE
EDINBURG, TEXAS
956-381-0981

MR. CRAIG BELL, P.E.
TRC ENGINEERS, INC.
505 EAST HUNTLAND DRIVE, SUITE 250
AUSTIN, TEXAS 78752
512-454-8716

MR. JOE WINSTON
SIGLER, WINSTON, GREENWOOD & ASSOC
611 BILL SUMMERS INTERNATIONAL BLVD.
WESLACO, TEXAS 78596
956-968-2194

**JUAN DIAZ
4108 TYLER AVENUE
MCALLEN, TEXAS 78503
(956) 655-3620**

RESUME

BACKGROUND

Over 38 years experience in construction beginning as a laborer, working my way up to a mechanical foreman to currently being job superintendent. Work with engineers, architects, and subcontractors coordinating each new phase of work required.

WORK EXPERIENCE

April 2025 – Present – R.P. Constructors, Inc. – Superintendent for \$175,000 Sharyland Water Supply Corporation Water Treatment Plant #3 Repairs, Alton, Texas.

November 2024 – Present – R.P. Constructors, Inc. – Superintendent for \$1.7 Million United Irrigation District Pump Station E458, McAllen, Texas

July 2021 – November 2024 – R.P. Constructors, Inc. – Superintendent for the \$8.7 Million Main Canal, Phase III for the Hidalgo County Irrigation District #1, Edinburg, Texas.

June 2020 – July 2021 – R. P. Constructors, Inc. – Superintendent for the \$2.8 Million Harris County Municipal Utility District Wastewater Treatment Plant Project for the City of Katy.

June 2020 – February 2021 – R. P. Constructors, Inc. – Superintendent for the \$1.3 Million Guadalupe Surface Water Treatment Plant Clarifier No. 2 Replacement Project for the City of New Braunfels.

October 2019 – December 2020 – R. P. Constructors, Inc. – Superintendent for the \$1.2 Million Guadalupe Surface Water Treatment Plant Clarifier No. 1 Replacement Project for the City of New Braunfels.

November 2019 – June 2020 – R. P. Constructors, Inc. – Superintendent for the \$463,600 Seguin Water Treatment Plant Blending System Project for the City of Seguin.

May 2019 – March 2020 – R. P. Constructors, Inc. – Superintendent for the \$523,147 Seguin Water Treatment Plant Generator Platform Project for the City of Seguin.

July 2018 – March 2020 – R. P. Constructors, Inc. – Superintendent for the \$7.1 Million 2017 Seguin Water and Wastewater Treatment Plant Projects for the City of Seguin.

March 2018 – July 2018 – R.P. Constructors, Inc. – Superintendent for the \$146,000 Brownsville Public Utility Board Guardrails and Stairway Replacement for the Brownsville Public Utility Board, Brownsville, Texas.

December 2016 – March 2018 – R.P. Constructors, Inc. – Superintendent for the \$1.7 Million Harlingen Waterworks System M. F. Runnion Water Treatment Plant for the Harlingen Waterworks System, Harlingen, Texas.

November 2015 – November 2016 – R.P. Constructors, Inc. – Superintendent for the \$13 Million Edinburg West Water Treatment Plant for the City of Edinburg.

September 2013 – November 2015 – R.P. Constructors, Inc. – Superintendent for \$17.5 Million SWSC WTP No. 3 for Sharyland Water Supply Corp. Mission, Texas.

June 2011 – September 2013 – R.P. Constructors, Inc. – Superintendent for the \$13.2 Million Edinburg WWTP for the City of Edinburg.

March 2010 – June 2011 – R.P. Constructors, Inc. – Superintendent for the \$7.7 Million Mission WTP #2 for the City of Mission.

July 2009 – March 2010 – R.P. Constructors, Inc. – Superintendent for the \$5.3 Million Edinburg WWTP Improvements for the City of Edinburg.

January 2008 – July 2009 – R.P. Constructors, Inc. – Superintendent for the \$10.2 Million Water Treatment Plant for the Agua Special Utility District.

February 2007 – December 2008 - R.P. Constructors, Inc. - Superintendent for the \$10.5 Million Edinburg Waste Water Treatment Plant project for the City of Edinburg.

April 2004 – August 2006 - R.P. Constructors, Inc. - Superintendent for the \$14 Million Mission WWTP 9.0 MGD WWTP Expansion project for the City of Mission.

May 2003 – February 2004 - R.P. Constructors, Inc. - Superintendent for the \$1.5 Million Roma WWTP #2 Phase II project for the City of Roma.

July 2002 – April 2003 -R.P. Constructors, Inc. - Superintendent for the \$3.5 Million Hidalgo WWTP project for the City of Hidalgo.

April 2001 – June 2002 - R.P. Constructors, Inc. - Superintendent for the \$7.0 Million San Juan WWTP project for the City of San Juan.

March 2000 – March 2001 - R.P. Constructors, Inc. - Superintendent for the \$3.3 Million Roma WWTP #2 Phase I project for the City of Roma.

June 1999 - March 2000 - R.P. Constructors, Inc. - Superintendent for the \$2.4 Million Rehab of Andy Bowie WWTP for the Laguna Madre Water District.

May 1998 - May 1999 - R.P. Constructors, Inc. Superintendent for the 2.4 Million Raymondville WWTP Expansion Project the City of Raymondville, Texas.

August 1997 - April 1998 - R.P. Constructors, Inc. - Superintendent for the City of Harlingen WWTP Improvements Project for \$ 3.3 Million.

January 1997 - July 1997 - R.P. Constructors, Inc. - Superintendent for the second half of \$ 5.2 Million Water Treatment Plant for the City of Mission, Texas.

March 1996 - December 1996 R.P. Constructors, Inc. - Assistant Superintendent on first half of \$ 5.2 Million Water Treatment Plant for the City of Mission, Texas.

February 1995 - February 1996 R. P. Constructors, Inc.- Assistant Superintendent on a \$ 4.7 Million Water Treatment Plant Addition for the City of McAllen, Texas.

January 1994 - January 1995 R. P. Constructors, Inc. - Mechanical Foreman for The Brazos River Authority Water Treatment Plant \$ 4.4 Million Waco, Texas.

April 1993 - December 1994 R. P. Constructors, Inc. - Foreman at the Snyder Wastewater Treatment Plant. \$ 2.8 Million Project.

March 1991 - December 1991 Lem Construction Company - Mechanical Foreman constructing \$ 4.6 Million Wastewater Treatment Plant for the City of Del Rio, Texas.

January 1990 - February 1991 Lem Construction Company - Mechanical Foreman in San Antonio, Texas working on \$ 7.2 Million project for the Dos Rios Wastewater Treatment Plant.

January 1989 - December 1989 - Lem Construction Company - Mechanical Foreman for \$ 3.1 Million Water Treatment Plant for the City of McAllen, Texas.

February 1988 - December 1988 Lem Construction Company - Skilled Laborer working to construct a \$ 1.6 Million Wastewater Treatment Plant for Port Aransas, Texas.

January 1987 - November 1987 - Lem Construction Company - Skilled Laborer for the Govalle Wastewater Treatment Plant, Austin, Texas for \$ 4.6 Million.

December 1986 - December 1986 - Lem Construction Company - Laborer learning skills working at the Water Treatment Plant in Burnet, Texas for \$ 1.5 Million.

REFERENCES

Mr. Allan Booe, P.E.
Melden & Hunt, Inc.
115 West McIntyre
Edinburg, Texas 78541
956-381-0981

Mr. Craig Bell, P.E.
TRC Engineers, Inc.
505 East Huntland Drive, Suite 250
Austin, Texas 78752
512-454-8716

Mr. Joe Winston
SWG, Engineering
611 Bill Summers International Blvd.
Weslaco, Texas 78596
956-968-2194

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

END OF DOCUMENT

Kristen McFerrin

106 Camino de Roble
Wimberley, Texas 78676
(254) 405-1020
klmcferrin@gmail.com

Education:

August 1999 – December 2003

Texas A&M University
College Station, Texas
Bachelor of Science in Biology, Minor in Psychology

August 2006 – December 2006

Education Service Center Region 12
Waco, Texas
Teacher Preparation and Certification Program

Work Experience:

June 2010-present

R.P. Constructors, Inc.
New Braunfels, Texas
Treasurer

- Keep all accounting records for the business.
- Administer benefits to employees.
- Update construction schedules.
- Label construction progress photos.
- Prepare monthly estimates.
- Administer safety plans.
- Coordinate activities with project superintendents.

August 2008-July 2010

China Spring Middle School
China Spring, Texas
Teacher

- Taught Science to eighth graders.

August 2007 – July 2008

Penelope Junior High and High School
Penelope, Texas
Teacher

- Taught Science to eighth graders.
- Taught Biology to ninth and tenth graders.
- Taught Chemistry to eleventh graders.
- Taught Physics to twelfth graders.

January 2004 – May 2005

Baylor College of Medicine's Human Neuroimaging Laboratory
Houston, Texas

MRI Project Coordinator

- Managed the scheduling and maintenance for 2 fMRI machines.
- Instructed volunteers so that they would be emotionally and mentally prepared to participate in experiments both inside and outside the MRI machines.
- Gave controlled instructions so that no subject would be biased during the experiments.

May 2002 – May 2003

Texas A&M University Department of Medical Biochemistry and Genetics
College Station, Texas

Student Technician II

- Managed use of and prepared polyacrylamide gradient gels.
- Prepared 5% and 10% agarose gels.
- Performed experiments that utilized the PCR technique.

References:

Ronald Anderson II, P.E.

Senior Project Manager

A&S Engineers, Inc.

(713) 942-2720

rda@as-engineers.com

Bill Sherrill

President

SECO Industrial Maintenance & Controls

(713) 956-7326

bsherrill@secoindustrial.com

Brad Smith

President

Cohen Industrial Supply Co.

rda@as-engineers.com

bsmith@cohenpipe.com

DOCUMENT 00423

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

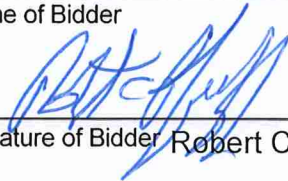
The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general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

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

Signed this 26 day of August, 2025.

R.P. Constructors, Inc.

Name of Bidder


Signature of Bidder Robert C. Pfeiffer

President

Title of Signatory

END OF SECTION

00423 - 1 of 2

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FOR OFFICE USE ONLY
Commitment# _____

TWDB-0216
TEXAS WATER DEVELOPMENT BOARD
AFFIRMATIVE STEPS SOLICITATION REPORT

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)	
62597	City of Edinburg		☒	Drinking Water SRF (DWSRF)
			☐	Clean Water SRF (CWSRF)

Project Name: Downtown Water Treatment Plant Improvements Rehabilitation of Existing Clarifier No. 1**Solicitation By:** ☐ Applicant/Entity OR ☒ Prime Contracted Business: _____**Project Phase:** ☐ Prior to Closing ☐ Release of funding for PADs ☐ Construction Contract # _____**II. SOLICITATION METHOD(S) UTILIZED**

At least two methods of solicitation are required. Select the method(s) utilized for the solicitation. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to complete additional steps in order to become compliant.

- ☐ Newspaper Advertisements ☐ Meetings or Conferences ☐ Trade Association Publications
☐ Minority Media ☐ Internet & Web Postings ☒ Other Government Publications
☒ Direct Contact by Phone, Fax, USPS Mail, or Email*

If using direct contact, entities must solicit to a minimum of 3 businesses/firms (at least one being a DBE) for each category of contract sought (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort. **DBE businesses/firms may be contacted to certify compliance.*

III. PROJECT BIDDERS LIST:

List on the following table, or provide on a separate list, only the business entities directly solicited for procurement or that submitted a bid for consideration.

Instructions for Columns 1 - 5	1 - List the actual date business was contacted 2 - Full business name (line one) & point of contact (line two) 3 - Business address 4 - Telephone number 5 - Email address for the business
Instructions for Column 6	Enter one of the following procurement or contract categories: Construction or Non-Construction (SUPPLIES – EQUIPMENT – SERVICES) <i>For detailed definitions, review guidance document, TWDB-0210.</i>
Instructions for Column 7	Enter the type of business: MBE - Minority Business Enterprise, WBE - Women-owned Business Enterprise, or OTHER - Company or firm is Non-MBE or WBE

Notice: Entities receiving State Revolving Fund financial assistance must create and maintain a Bidders List if the entity is subject to, or chooses to follow, competitive bidding. The Bidders List must include all firms that bid or quoted on contracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. Entities must keep all Bidders Lists until project completion or the recipient is no longer receiving EPA funding under the loan, whichever is later. Entities with loans totaling less than \$250,000 during a state fiscal year are exempt from the Bidders List requirement but must still meet DBE program requirements. The Bidders List requirement also applies to all Prime Contracted Businesses/Firms that make subcontracting.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Date of Contact Type of Contact	Business Name & Point of Contact name	Business Address	Telephone Number	E-Mail Address	Procurement Category Construction / Non-Construction	MBE/WBE/Other Status
1. 08/12/25 Email	Environmental Improvements, Inc. Jeff Houston	1183 Britton Moore, Suite 100, Houston, TX 77043	713-461-1111	jhouston@ei2water.com	Non-Construction	Other
2. 08/12/25 Email	Vision Equipment David Bartlett	6 Falls View Fair Oaks Ranch, TX 78015	830-755-8819	david@visionequipment.net	Non-Construction	WBE
3. 08/12/25 Email	Global Wet Joju Abraham	1900 Research Boulevard Suite 100C 65 Austin, Texas 78759	512-560-9952	jabraham@globalwet.com	Non-Construction	Other
4. 08/12/25 Email	WWatertech, Inc. Cathy Aldrich	3104 Washington Street, Waller, Texas 77484	936-372-5272	caldrich@wwatertechinc.com	Non-Construction	Other
5. 08/12/25 Email	Newman Regency Paul Pilisi	2705 S. Kirkwood Rd., Ste. 140 Stafford, Texas 77477	713-582-7448	ppilisi@newmanregency.com	Non-Construction	Other
6. 08/12/25 Email	RBD Electric Benito Trevino	P.O. Box 2683, Mission, Texas 78573	956-739-1236	benito.trevino@rbdlectric.com	Non-Construction	Other
7. 08/12/25 Email	System Controls Mark Southwell	5404 FM 1044, New Braunfels, Texas 78130	830-420-3392	msouthwell@syscontrols.com	Non-Construction	WBE
8. 08/12/25 Email	Rocha Infrastructure Orlando Rocha	132 Anaqua Dr Los Fresnos, Texas, 78566	956-572-9353	orlando@rochainfrastructure.com	Non-Construction	Other
9. 08/12/25 Email	United Water Services Medhat Saleh	2301 E. Harrison Ave, Harlingen Texas 78550	956-230-4230	msaleh@uws-us.com	Non-Construction	Other

Use additional sheets if necessary

Signature— Authorized Representative	Title (print legibly)	Date
	President	08/26/25

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements

DBE Coordinator	Approval Date

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Date of Contact Type of Contact	Business Name & Point of Contact name	Business Address	Telephone Number	E-Mail Address	Procurement Category Construction / Non-Construction	MBE/WBE/Other Status
1. 08/12/25 Email	Fastco Coatings Annali Juarez	703 Widener, Laredo, Texas 78041	956-722-7165	fastcosbp@gmail.com	Non-Construction	Other
2. 08/12/25 Email	EJV Sandblasting & Coating Eugenio Valdez Jr	6000 Danubio, Suite D Brownsville, Texas 78526	956-801-2093	evaldez@ejvsandblastingandcoating.com	Non-Construction	MBE
3.						
4.						
5.						
6.						
7.						
8.						
9.						

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date
	President	08/26/25

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements

DBE Coordinator	Approval Date

CMBL/HUB Vendor Detail

Vendor ID /

Vendor Number 1043773601900 / 44473

Vendor Name VISION EQUIPMENT, L.L.C.

Vendor Address 6 Falls View Fair Oaks Ranch, TX 78015 USA

County BEXAR

Contact Louann Bartlett

Phone/Fax 830-755-8819 / 830-755-8898

Email Address louannbartlett4@gmail.com

Website <http://www.visionequipment.net>

Business Description EQUIPMENT FOR WASTEWATER & WATER TREATMENT

Business Category Building Construction, Including General Contractors And Operative Builders (02)

Small Business Y

Service Disabled Veteran No

CMBL Status Inactive (F -Deleted for non-payment of annual fee.)

Date Removed From CMBL 16-DEC-2011

HUB Status Active Bidder (A-Approved; Active Texas certified HUB.)

HUB Expires 08-JUL-2028

HUB Eligibility WO (American Woman.)

HUB Gender E

Commodity items shown above are available for district(s)
1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

CMBL/HUB Vendor Detail

Vendor ID /
Vendor 1300023066700 / 50754
Number

Vendor Name System Controls & Instrumentation

Vendor 5404 FM 1044 New Braunfels, TX 78130
Address USA

County BEXAR

Contact Rachel Riordan

Phone/Fax 830-420-3392 / 830-420-3395

Email Address rrordan@syscontrols.com

Website <http://www.syscontrols.com>

Business
Description Electrical contractors

Business
Category Special Trade Construction (03)

Small
Business Y

Service
Disabled No
Veteran

CMBL Status Inactive (F -Deleted for non-payment of annual fee)

Date Removed
From CMBL 19-APR-2008

HUB Status Active Bidder (A-Approved; Active Texas certified HUB)

HUB Expires 03-NOV-2025

HUB Eligibility WO (American Woman)

HUB Gender E

Commodity items shown above are available
for district(s) 12,13,14,15,16,21,22

CMBL/HUB Vendor Detail

Vendor ID /

Vendor Number 1320261886700 / 540345

Vendor Name EJVSANDBLASTING AND COATING

Vendor Address 6000 DANUBIO SUITE D BROWNSVILLE, TX
78526-8439 USA

County CAMERON

Contact Eugenio Valdez Jr

Phone/Fax 956-801-2093 /

Email Address evaldez@ejvsandblastingandcoating.com

Website

Business Description Building foundations and pavement, concrete pouring, sandblasting of metal surfaces, painting surfaces.

Business Category Building Construction, Including General Contractors And Operative Builders (02)

Small Business Y

Service Disabled Veteran No

CMBL Status Inactive (N -Not on CMBL)

HUB Status Active Bidder (A-Approved; Active Texas certified HUB)

HUB Expires 04-AUG-2027

HUB Eligibility HI (Hispanic American)

HUB Gender M

Commodity items shown above are available for district(s) 3,16,21,22

City of Edinburg WTP Improvements - BID 08/26/25 at 3:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Tue, Aug 12, 2025 at 7:52 AM

To: Ryan Kunz <rkunz@rpconstructorsinc.com>

Bcc: Jeff Houston <jhouston@ei2water.com>, Curtis Cathey <CCathey@ei2water.com>, DAVID BARTLETT <david@visionequipment.net>, "Chris Hanley (Vision Equipment)" <chris@visionequipment.net>, Joju Abraham <jabraham@globalwet.com>, Cathy Aldrich <caldrich@wwatertechinc.com>, Wes Holt <wholt@wwatertechinc.com>, Paul Pilisi <ppilisi@newmanregency.com>, Lisa Sharpin <lisa@newmanregency.com>, benito trevino <benito.trevino@rbdelectric.com>, Dennis Trevino <dennis.trevino@rbdelectric.com>, Mark Southwell <msouthwell@syscontrols.com>, Orlando Rocha <orlando@rochainfrastructure.com>, Medhat Saleh <msaleh@uws-us.com>, Annali Juarez <fastcosbp@gmail.com>, evaldez@ejvsandblastingandcoating.com

Good morning,

We are planning to bid the above-referenced project, and we would appreciate a quote from your company. Please see the attached documents.

****Please keep in mind that this project is subject to the American Iron and Steel (AIS) requirements of federal law.****



PLANS - EDINBURG WTP.pdf



SPECS - EDINBURG WTP.pdf

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com

TWDB-0217
TEXAS WATER DEVELOPMENT BOARD (TWDB)
PRIME CONSULTANT/CONTRACTOR CERTIFICATION

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding	Program Type (insert "X" for all that apply)	
62597	City of Edinburg		☒	Drinking Water SRF (DWSRF)
			☐	Clean Water SRF (CWSRF)

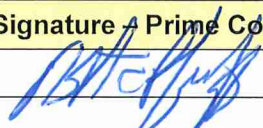
Prime Consultant/Contractor: R.P. Constructors, Inc.

Contract Number: _____ **Contract Amount:** _____

II. GOOD FAITH EFFORT (Applicable to all subcontracts awarded by the prime contractor/consultant)

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-owned Businesses in procurement. I certify that I will make a "good faith effort" to afford opportunities for Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE) by:

1. Including qualified MBEs and WBEs on procurement solicitation lists
 2. Soliciting potential MBEs and WBEs
 3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBEs and WBEs
 4. Establishing delivery schedules to encourage participation by MBEs and WBEs
 5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplace
 6. Submitting documentation to the Applicant/Entity to verify good faith effort, steps 1-5.
- ☐ **EXCEPTION:** As the Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable)

Signature - Prime Consultant/Contractor	Title (print legibly)	Certification Date
	President	08/26/25

I. PROJECT PARTICIPATION ESTIMATES

The Cost Categories mentioned below are goals. These goals are neither standards nor quotas. Recipients of financial assistance are not required to meet the fair share objectives. They must, however, acknowledge that they are aware of and are actively pursuing the fair share objectives with their procurements.

Cost Category	Potential MBE Participation	Potential WBE Participation
	Goal	Goal
Construction	24.50%	11.34%
Non-Construction	25.05%	19.35%
Total Combined Construction and Non-Construction	24.16%	17.38%

The fair share goals listed above are required by 40 CFR Part 33 Subpart D and are directly negotiated with EPA Region 6. Entities receiving federal financial assistance are subject to the TWDB's goals and may not be substituted with other agency or program goals.

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE Requirements.

DBE Coordinator	Approval Date

FOR OFFICE USE ONLY
Commitment # _____

TWDB-0373
TEXAS WATER DEVELOPMENT BOARD
PARTICIPATION SUMMARY
PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)	
62597	City of Edinburg		☒	Drinking Water SRF (DWSRF)
			☐	Clean Water SRF (CWSRF)

Project Name: _____

Solicitation By: ☐ Applicant/Entity OR ☒ Prime Contracted Business: R.P. Constructors, Inc.Project Phase: ☐ Prior to Closing ☐ Release of funding for PADs ☐ Construction Contract # _____

Instructions	
Column 1	Enter the full name, street address, city/state/zip for each firm awarded a contract for the project.
Column 2	Enter one of the following procurement or contract categories: CONSTRUCTION / NON-CONSTRUCTION (Services; Equipment; Supplies)
Column 3	Enter the type of business: MBE (Minority Business Enterprise) , WBE (Women-owned Business Enterprise) , or OTHER (NOTE: OTHER = Company or firm is Non-MBE or WBE)
Column 4	Enter the exact amount of the awarded contract.
Column 5	Enter the exact date the contract was executed or the proposed date of contract execution.

If valid MBE/WBE firms are awarded contracts, a copy of their certification is required to be attached with this form for each MBE/WBE business listed.

Notice: Brokers may not be listed below as an MBE or WBE. A broker is a firm that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business. For more specifics, review guidance document, TWDB-0210.

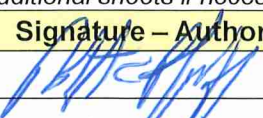
I. LIST OF ACTUAL CONTRACTS/PROCUREMENTS

	Column 1	Column 2	Column 3	Column 4	Column 5
	Name & Address of Contracted Firm/Vendor	Procurement Category Construction Or Non-Construction	MBE/WBE Status	Contract Amount (\$)	Contract Execution Date
1.					
2.					
3.					
4.					
5.					
6.					

(Table continues on the next page)

	Column 1	Column 2	Column 3	Column 4	Column 5
	Name & Address of Contacted Firm/Vendor	Procurement Category Construction Or Non-Construction	MBE/WBE Status	Contract Amount (\$)	Contract Execution Date
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date
	President	08/26/25

II. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: construction of **Downtown Water Treatment Plant Improvements - Rehabilitation of Existing Clarifier No. 1.**
- 1.02 Contractor is responsible for requesting a permit from the City of Edinburg – Permits Department in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **BID No. 2025-21**

ENGINEER

- 3.01 The Owner has retained **Cruz-Hogan Consultants, Inc** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Cruz-Hogan Consultants, Inc.**

CONTRACT TIMES

- 4.01 *Time is of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
 - A. The Work will be substantially complete on or before **(Date)**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **(Date)**.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 **Substantial Completion / (Date)**
2. Milestone 2 **Final Completion / (Date)**

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
\$5,000.00	To	\$25,000.00	\$100.00
\$25,000.01	To	\$100,000.00	\$200.00
\$100,000.01	To	\$500,000.00	\$250.00
\$500,000.01	To	\$1,000,000.00	\$300.00
\$1,000,000.01	To	\$2,000,000.00	\$400.00
\$2,000,000.01	To	\$3,000,000.00	\$500.00
\$3,000,000.01	To	\$4,000,000.00	\$600.00
\$4,000,000.01	To	\$5,000,000.00	\$700.00
\$5,000,000.01	And	Over	\$800.00

2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ **300.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work other than Unit Price Work, a lump sum of \$ _____
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
 - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work (Base Bid)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Replacement of Existing Clarifier No. 1, Including all Electrical and etc., All Complete	LS	1		
2.	Betterment Allowance for Additional Work	LS	1		
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage); and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **5%** percent per annum.

CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **13** sheets with each sheet bearing the following general title:
Downtown Water Treatment Plant Improvements-Rehabilitation of Existing Clarifier No. 1
 - 7. Addenda (numbers **1** to **3**, inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- d. Field Orders.
- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

- B. The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") and the Texas Water Development Board (TWDB) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the TWDB that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the TWDB. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the TWDB by the Owner). While the Contractor has no direct contractual privity with the TWDB, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the TWDB is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the TWDB.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **(Month) (Date), (Year)** (which is the Effective Date of the Contract).

Owner:

City of Edinburg

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If City of Edinburg is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

CONTRACTUAL

Agenda Item No: 10.A.

Hanson Professional Services, Inc.

1. **Agenda Item:**

Consider Authorizing the City Manager to Execute a renewal Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$395,000.00 for FY 2026 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Execute Any Documents Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**

The agreement encompasses all services necessary to conduct our ground water and gas sampling, analysis and reporting; gas well field sampling and analysis; leachate, Title V, NSPS sampling, analysis, and reporting; surveying; project management; site evaluation, and reporting; along with their submittals to the Texas Commission on Environmental Quality for the City's Type I and IV Landfill Facilities as required under their current permit obligations.

The Agreement further encompasses necessary technical and construction/operational assistance (General Services) to Landfill Personnel. Staff foresees the importance of sustaining continuity in the understanding and application of the operational, technical and environmental requirements of the City's Landfill and its continued development. Therefore, Hanson Professional Services, Inc., who was appointed as the Landfill's Engineer of Record by the Edinburg City Council on March 16, 2021 and is currently providing environmental engineering services to Edinburg's Regional Sanitary Landfill, is being recommended to continue with this project due to their experience, familiarity and expertise with the operation and its permit requirements. The Edinburg Landfill, under its current operational permit obligations, must submit reporting providing assurance that our operations, construction and landfiling activities are compliant with our current state and federal operating permit obligations ensuring public health and safety. These assurances/reports are required under Title 30 of the Texas Administrative Code, Chapter 330 and its subsequent subchapters and Title V of the Code of Federal Regulations.

Staff foresees the importance of sustaining continuity in the understanding and application of the operational, technical and environmental requirements of the City's Landfill and its continued development. Therefore, Hanson Professional Services, Inc., who was appointed as the Landfill's Engineer of Record by the Edinburg City Council on March 16, 2021, through RFQ 2021-001, is currently on the last year of a five-year contract in providing environmental engineering services to Edinburg's Regional Sanitary Landfill. Options to renew this contract for two, one-year increments based on the terms of the agreement will be presented for City Council consideration prior to the contract expiration date in April 2026.

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

Staff has verified that no monies are owed to the City by Hanson Professional Services, Inc.

Funding is available through the FY 2025-2026 Solid Waste Management Fund Operating Budget, Contractual and Maintenance, Professional Services.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Execute a renewal Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$395,000.00 for FY 2026 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Execute Any Documents Related Thereto.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Proposal - Hanson Professional Services
- B. Agreement
- C. Master Agreement

October 30, 2025

Mr. Ramiro L. Gomez, Jr.
Director of Solid Waste Management
City of Edinburg
8601 N. Jasman Road
Edinburg, Texas 78542

Re: Edinburg Regional Disposal Facility
FY 2026 First Semi-Annual Compliance Services Proposal

Dear Mr. Gomez:

Hanson Professional Services Inc. (Hanson) is pleased to provide this proposal to the City of Edinburg for professional services to support the Edinburg Regional Disposal Facility (TCEQ Permit MSW-956C and TCEQ Permit MSW-2302). This scope of services will be for Fiscal Year 2026 first Semi-Annual Compliance Services.

Hanson will provide consulting services in support of the City's compliance with local, state and federal regulations, including TCEQ permits MSW-956C and MSW-2302. These services will include the following:

- Groundwater Monitoring and Reporting Services-MSW-956C and MSW-2302
 - Reporting for December 2025 Semi-Annual Detection /Assessment Monitoring Event for MSW-956C (Statistical Evaluation and Report Preparation for 27 Monitoring Wells within 60 days of the December 2025 Event), Verification Resampling of monitoring wells demonstrating Statistically Significant Increases (SSI's)(estimated 12 wells), and Alternate Source Demonstrations (ASD's)(estimated 12 wells) associated with this event.
 - June 2026 Semi-Annual Groundwater Detection /Assessment Monitoring Sampling Event for MSW-956C (27 Monitoring Wells).
 - June 2026 Annual Groundwater Detection Monitoring Sampling Event for MSW-2302 (7 Monitoring Wells).
- Waste profile reviews. Review of requests for acceptance of special wastes for disposal based on up to twenty (20) individual waste streams. Each review will identify whether the request can be accepted under the facility's Waste Acceptance Plan, Site Operating Plan, and TCEQ regulations. The review will also identify any required management practices, reporting and record keeping. This item has been estimated as an allowance based on the work effort in prior quarters.

- Meetings with the Solid Waste Management staff. Meetings with the Director or his designated department staff regarding Solid Waste Management operations, infrastructure, regulatory or planning issues. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for eight (8) meetings.
- Coordination with other consultants, including scheduling, development of specific task order scopes upon request by the Solid Waste manager, and review of task order deliverables. This item has been estimated as an allowance based on the work effort in prior quarters.
- Professional opinions and recommendations on permit provisions. When requested by the Solid Waste Management Department, provide professional interpretation, opinions and recommendations regarding requirements of TCEQ permits MSW-956C and MSW-2302, as well as other local, state and federal regulations. This item has been estimated as an allowance based on the work effort in prior quarters.
- TCEQ information requests. Assist the Solid Waste Management Department with responses to TCEQ requests for information or records. This item has been estimated as an allowance based on the work effort in prior quarters.
- Coordination/meetings with TCEQ. Upon request by the Solid Waste Management Department, provide representation for the City at interactions with the TCEQ. Interactions may be at in-person meetings locally or the TCEQ regional or state office locations, via tele-conferencing, email correspondence, or telephone communications. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) meeting each quarter. It is assumed that additional meetings up to the estimated allowance will be held virtually (Teams, Zoom, etc.)
- Leachate system maintenance consulting. Consulting with the Solid Waste Management Department regarding the operation and maintenance of the leachate management system for the facility. Provide additional coordination with the department's third party LFG management system operations contractor regarding operational issues and overlap between the LFG system and the leachate management system.
- Landfill Gas (LFG) verification and reporting. Upon request by the Solid Waste Management Department, perform LFG probe verification sampling and reporting. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) site visit each quarter.
- Surveying. Provide surveying services not associated with specific infrastructure projects on an as-needed basis. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for five (5) days of survey crew field time, plus additional office time for a Texas registered professional land surveyor (RPLS) as needed up to the estimated allowance.
- Annual personnel training. Coordinate vendor services with Owens Consulting Group, LLC (Owens) for on-site training of Solid Waste department personnel as needed up to the budgeted amount. Invoicing for services provided by Owens will be submitted as a subcontract item on Hanson's invoicing to the City.

SUMMARY OF FEES

The cost to complete the Scope of Services identified above is estimated to be \$395,000. This work will be performed on a time and materials basis at the unit rates in effect at the time the services are provided. A copy of Hanson's current rate sheet is attached. Rates are subject to adjustment at the beginning of each calendar year.

Please give me a call if you have any questions or if I can provide any additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

A handwritten signature in blue ink, appearing to read "Willie Rivera, Jr.", with a stylized flourish at the end.

Willie Rivera, Jr., P.E.

Vice President/Senior Project Engineer

2025 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	\$132.00
ENGINEER/SCIENTIST II	\$137.00
ENGINEER/SCIENTIST III	\$149.00
ENGINEER/SCIENTIST IV	\$166.00
ENGINEER/SCIENTIST V	\$193.00
ENGINEER/SCIENTIST VI	\$222.00
ENGINEER/SCIENTIST VII	\$260.00
ENGINEER/SCIENTIST VIII	\$295.00
PRINCIPAL	\$330.00

2. **TECHNICAL POSITIONS:**

AIDE	\$70.00
TECHNICIAN I	\$82.00
TECHNICIAN II	\$98.00
TECHNICIAN III	\$110.00
TECHNICIAN IV	\$123.00
TECHNICIAN V	\$137.00
TECHNICIAN VI	\$153.00
TECHNICIAN VII	\$158.00
TECHNICIAN VIII	\$165.00
MANAGER/DESIGNER	\$175.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	\$79.00
ADMINISTRATIVE II	\$82.00
ADMINISTRATIVE III	\$88.00
ADMINISTRATIVE IV	\$103.00
ADMINISTRATIVE V	\$119.00
ADMINISTRATIVE VI	\$145.00
ADMINISTRATIVE VII	\$209.00

4. Charges for special services, expert testimony, etc., will be negotiated.
5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
8. Separate data hosting charges and/or a five percent technology fee will be assessed, depending on the nature of the services provided.
9. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 30%.

Charges for vehicles that will remain assigned to a specific job will be \$80.00 per day or \$1,500.00 per month for automobiles and SUVs, and \$100.00 per day or \$2,000.00 per month for mobile labs or trucks in lieu of mileage charges.
10. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
11. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

25 Rev. 0



STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR FY 2026 SEMI-ANNUAL COMPLIANCE MONITORING AND REPORTING SERVICES FOR EDINBURG REGIONAL SANITARY LANDFILL
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “**City**”) and Hanson Professional Services Inc. (hereinafter “**Consultant**”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg desires to engage the Consultant for certain services related to Permit 956C and 2302 for FY 2026 Semi-Annual Compliance Monitoring and Reporting Services for the City of Edinburg Regional Sanitary Landfill Development; and

WHEREAS, the Consultant has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; 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. Direct Consultant, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall perform the Services described in **Exhibits "A"**.
- B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant,

Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's or the State of Texas'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 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. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent 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 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. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk, and without liability to Consultant.

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 invoices submitted monthly on a time and material basis in accordance in an amount not to exceed \$395,000.00 and in accordance with Exhibit A, for services to be performed under this Agreement; any cost savings realized from the performance and completion of the tasks and acceptance by the city, shall revert to the City by the Consultant.

B. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. Any of Consultant's Services that are defective, requiring correction or replacement;

e. City has been required to correct Consultant's defective Services or has accepted Consultant's defective Services;

f. Liens have been filed in connection with the Consultant's Services.

D. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

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

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

G. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Consultant 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.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its

officers, agents, and employees of all claims for payment arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Consultant contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. Work will continue until each project is declared technically complete by the City staff.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. 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 and for reimbursable expenses incurred 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 and reimbursable expenses incurred 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. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Consultant may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

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

AUTHORIZATION TO PROCEED

Consultant contracts and agrees to complete the work in accordance with **Exhibit A**, after execution of this Agreement. The City and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the Services to be provided under this Agreement. The Consultant will perform these Services with reasonable diligence and expediency consistent with sound professional practices. If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the City, the City's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's Services not being met, the Consultant shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to the Consultant.

SECTION VIII

AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. 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 Consultant 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 Consultant during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Consultant for the project. 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 Consultant 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

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 on all policies except Workers Compensation and Professional Liability.

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 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 X **COMPLIANCE STANDARDS**

The Consultant 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 Consultant 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 Consultant 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 Consultant pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Consultant. Consultant 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 Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant 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 Consultant 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 Consultant agrees, that at the time of execution of this Agreement that neither the Consultant nor any of its subcontractors are 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, Consultant agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Consultant, its directors, officers and employees.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV

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. City agrees to limit the Consultant's liability arising from Consultant's acts, errors, or omissions such that the total liability of Consultant shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. Neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if a party 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 a 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. 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 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 Consultant:

Hanson Professional Service, Inc.
4501 Golihar Road
Corpus Christi, Texas 78411
Attn.: Grant Jackson

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 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 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 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 a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

EXECUTED by the parties in triplicate originals on this ____ day of _____, 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:

BY: _____
Josephine Ramirez Solis, City Attorney

HANSON PROFESSIONAL SERVICES INC.

BY: _____
Dennis Hollahan, Senior Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: Exhibit "A" Proposal
Exhibit "B" Insurance
Exhibit "C" Master Agreement

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY
		OF EDINBURG AND HANSON
COUNTY OF HIDALGO	§	PROFESSIONAL SERVICES INC.
		FOR ENGINEERING CONSULTING
CITY OF EDINBURG	§	SERVICES RELATED TO THE
		EDINBURG REGIONAL LANDFILL
		DEVELOPMENT

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and Hanson Professional Services 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 City has further designated Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility, Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542, and

WHEREAS, the City hereby authorizes the licensed professionals with Hanson to submit and request information regarding the City of Edinburg Regional Disposal Facility TCEQ MSW Permit No. 956C and Permit No. 2302 and request that correspondence be copied to the POR at 4501 Gollihar Road, Corpus Christi, TX 78411, office phone number: (361) 814-9900, 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 City of Edinburg, Texas (City) hereby designates Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542.

B. 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.

C. 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.
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 **Exhibits "A"**.

B. Engineer 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. 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 to the extent 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 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. Any reuse without specific written verification or adaptation by Engineer will be at City's sole risk, and without liability to Engineer.

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 conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Engineer'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. 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 for which Engineer is responsible;

e. City has incurred engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any of Engineer's Services that are defective, requiring correction or replacement;

g. City has been required to correct Engineer's defective Services or has accepted Engineer's defective Services;

h. Liens have been filed in connection with the Engineer's Services

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 claims for payment 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) 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. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. 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 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 and reimbursable expenses incurred and approved by 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) 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.

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 and reimbursable expenses incurred and approved by 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. If the Engineer's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Engineer may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

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

AUTHORIZATION TO PROCEED

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. The City and Engineer are aware that certain factors outside the Engineer's control may affect the Engineer's ability to complete the services to be provided under this Agreement. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices. If the Engineer becomes aware of delays due to a cause beyond the control of the Engineer, which will result in the schedule for performance of the Engineer's services not being met, the Engineer shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to Engineer.

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

MINIMUM 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 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 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.

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, Engineer shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. 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

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 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 neither the Engineer nor any of its subcontractors are 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, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees for injury to or death

to any person or for damage to any property, to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Engineer, its directors, 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.

SECTION XV **LIMITATION OF LIABILITY**

A. Engineer 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 Engineer's total fees paid by the City to Engineer for the Services rendered pursuant to this Agreement. . Except as otherwise provided in this Agreement, neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Engineer's performance of Services, or of any other obligations relating to this Agreement, even if a party 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 a 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:

Hanson Professional Services Inc.
4501 Gollihar Road
Corpus Christi, Texas 78411
Attn: Grant Jackson

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.

EXECUTED by the parties in triplicate originals on this 16th day of April, 2021.

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

ENGINEER

BY: _____

Dennis Hollahan, Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.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

DATE (MM/DD/YYYY)
04/19/2021

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 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108		1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com FAX (A/C, No): 866-501-3945	
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: XL SPECIALTY INS CO		37885
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 61963267

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR9970443	01/01/21	01/01/22	Each Claim 10,000,000 Aggregate 10,000,000

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

Project: City of Edinburg MPSA - Misc. Civil Engineering PM/GAJ

CERTIFICATE HOLDER

City of Edinburg
Attn: Dalinda Cardenas

415 W. University Dr.

Edinburg, TX 78539

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dalinda Cardenas

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2021

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 TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Heidi Gibson PHONE (A/C, No, Ext): (217) 321-3219 E-MAIL ADDRESS: hgibson@troxellins.com FAX (A/C, No): (217) 321-4219
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Trumbull Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10677 27120

COVERAGES**CERTIFICATE NUMBER:** CL2111135097**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			83UENOL5498	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC0473222	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: City of Edinburg MPSA, Misc Civil Engineering - GJ

City of Edinburg is additional insured in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory language applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg Attn: Dalinda Cardenas 415 W. University Dr Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

RESOLUTIONS

Agenda Item No: 11.A.

Hidalgo County Appraisal District's Board of Directors for 2026-2029

1. Agenda Item:

Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2026-2029. [Clarice Y. Balderas, City Secretary]

2. Description:

In accordance to the Texas Property Tax Code Section 6.03 Board of Directors, the Hidalgo County Appraisal District (HCAD) will be conducting its biennial voting entitlement for the 2026-2029 Board of Directors.

On October 31, 2025, the City received a letter and election ballot from the Hidalgo County Appraisal District requesting the City Council, by form of a Resolution and ballot, cast their vote for the candidate(s) for the 2026-2029 Hidalgo County Appraisal District Board of Directors.

HCAD is governed by nine (9) Board of Directors; five (5) members are appointed by vote of the eligible taxing units participating in the District, three (3) members are elected by majority vote in the November general election, and finally, the County Tax Assessor/Collector serves as a voting ex-officio member.

The City of Edinburg has 80 votes which can be cast for one or more candidates. Please note that there is no provision for write-in candidates; therefore, any vote cast for someone not listed on the ballot will be discarded.

The Resolution with the City's vote(s) needs to be submitted to the Chief Appraiser before December 15th. By December 31st, the Chief Appraiser will count the votes submitted by each entity, declare the two candidates that are elected, and will submit the results to the city and the candidate.

Candidates Listed on the Official Ballot are: Richard A. Garza, Jorge Martinez, David Moreno and Joe D. Olivarez

3. Staff's Recommendation:

Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2026-2029.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

- A. Resumes
- B. Resolution Hidalgo County Appraisal District

Joe Daniel Olivarez

LNR Apartments

614 North Texas

956-463-5656

joe@LNRapts.com

OBJECTIVE

As a member of the Weslaco community I would like to be known as a leader. Someone who inspires and motivates other to achieve their goals.

EDUCATION —

University of Texas Austin
Bachelors of Arts in
Business Administration

EXPERIENCE

January 1999-Present
Owner • Olivarez Company

Manage, rent, renovate, build apartments and commercial offices.

LEADERSHIP

Weslaco Economic Development Corporation
10 years to present
Hidalgo County Subdivision Review Board
10 years to present
Hidalgo County Appraisal District Review Board
12 years
Hidalgo County Appraisal District Board of Directors
4 years

REFERENCES

[Available upon request.]

MEET RICHARD. A. GARZA,

Richard A. Garza is a lifelong resident of the Rio Grande Valley. He first received his real estate license at the age of 18 then continued on to graduate with a BBA in Finance from Pan American University in Edinburg, TX. He first joined BIC Realty in 1977. As Richard continues working on sales in residential and commercial real estate, he has also represented many banks in selling REO properties. His knowledge of over 46 years of experience in the Real Estate Industry allows him to provide clients with versatile, multi-market expertise. In the mid 80's, Richard began purchasing tracts of land and developed them into residential/ranch-type subdivisions and has since developed and sold over 10,000 acres. As a Real Estate developer, his job entails coordinating the development with engineers, city officials, city staff, utility contractors, paving contractors, water suppliers, and surveyors creating robust loyal industry relationships. Over the years Richard has also founded and participates in BIC Investments, GR Land Corporation, Garco, LTD, BIC Development, Goldstar Holdings, Ice House Ranches, GR Inversiones, and Anacahuillas companies. He is the previous Chairman of the Hidalgo County Appraisal District Board of Directors, Current Director of the Texas Land Developers Association, Current Member of the Santa Gertrudis Breeders International, Current Member of the Edinburg Chamber of commerce, Current Member of the McAllen Chamber of Commerce, Current Member of the McAllen Hispanic Chamber of Commerce and has participated/served his community in so many ways over his time in the Real Estate Industry.



Jorge is a distinguished political analyst with a strong presence in the Spanish-language national media landscape. He holds a Bachelor of Arts degree in Communication from California State University, Fresno, where he excelled academically and played a pivotal role as the founding president of Alpha Gamma Omega, a Christ-centered fraternity, showcasing his leadership and commitment to his community.

His passion for public affairs and governance led Jorge to further his education, culminating in a Master of Public Administration degree from California Baptist University. With this academic foundation, he embarked on a journey of impactful public service and advocacy.

Since 2012, Jorge has been an integral part of The LIBRE Initiative, where he has held various key positions. Presently, he serves as the Strategic Director, leveraging his expertise to build bridges and foster collaboration within the community.

In recognition of his dedication and expertise, Jorge was appointed by Governor Greg Abbott to the prestigious Texas Physician Assistant Board in 2015. During his tenure, he made significant contributions while serving on the Ethics and Disciplinary Committee, exemplifying his commitment to upholding the highest ethical standards in healthcare.

Further demonstrating his leadership and public service, in September 2025 Jorge was appointed by Texas Agriculture Commissioner Sid Miller to the Produce Recovery Fund Board of the Texas Department of Agriculture, where he will serve a six-year term helping oversee and strengthen Texas' agricultural recovery and produce industry.

Additionally, Jorge has demonstrated his unwavering commitment to his local community by formerly chairing the Citizens Advisory Committee of the City of Mission, TX. He continues to make a positive impact by serving as an esteemed Accountability Board Member for New Life Family Church in McAllen, TX.

Jorge's extensive experience, strong educational background, and his frequent appearances on Spanish-language national media outlets make him a trusted and influential voice in shaping public policy for his community.



RESOLUTION NO: _____

THE STATE OF TEXAS	§	A RESOLUTION OF THE CITY COUNCIL OF THE CITY
COUNTY OF HIDALGO	§	OF EDINBURG CASTING THE VOTES FOR
CITY OF EDINBURG	§	CANDIDATE(S) TO THE HIDALGO COUNTY APPRAISAL
		DISTRICT'S BOARD OF DIRECTORS FOR 2026-2029

WHEREAS, the Chief Appraiser of the Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, the calculated number of authorized votes for the City of Edinburg is 80 which are to be cast for one or more candidates for the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, four (4) nominees representing various areas of Hidalgo County have been selected and have been made a part of the official ballot; and

WHEREAS, the ballots must be returned by December 15, 2025, which is the deadline for accepting votes;
and,

WHEREAS, the Chief Appraiser will count all the votes timely submitted by each entity and declare the two candidates receiving the largest cumulative vote totals elected.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT: The Edinburg City Council does hereby cast ____ votes for _____, for the Hidalgo County Appraisal District’s Board of Directors for 2026-2029.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 18th day of November, 2025.

CITY OF EDINBURG

BY: _____
Omar Ochoa, Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

RESOLUTIONS

Agenda Item No: 11.B.

Rio Grande Valley Metropolitan Organization (RGV-MPO)
Transportation Policy Committee (TPC)

1. **Agenda Item:**

Consider Resolution Appointing a Designated Member, a Designated Alternate Board Member and Proxy(ies) to the Rio Grande Valley Metropolitan Organization (RGV-MPO) Transportation Policy Committee (TPC). [Clarice Y. Balderas, City Secretary]

2. **Description:**

The Rio Grande Valley Metropolitan Planning Organization Transportation Policy Committee governs the RGV-MPO, and reviews and approves the allocation of funding that is made available through Federal and State agencies. In accordance with House Bill (HB) 1883 and Section 1, Chapter 472, Section 472.031 of the Transportation Code, (a) A policy board of a metropolitan planning organization designated or re-designated under 23 U.S.C. Section 134 may provide in its bylaw for appointment of voting proxies by its members.

Section 472.032 of the Transportation Code, further clarifies that.

(a.) A proxy appointment under section (a):

1. Acts on behalf of and under the supervision of the policy board member who appointed
2. Must be appointed in writing; and
3. Is authorized to vote for the policy board member who appointed the proxy to the extent the member has given the proxy the member's voting power.

(b.) A legislative member of a policy board may not be counted absent at a meeting of the policy board during a legislative session.

(c.) A legislative member of a policy board may only appoint a proxy under Subsection (a) who is:

1. The legislative member's employee or staff member;
2. A person related by consanguinity, as determined under subchapter B, Chapter 573, Government Code, who is not required to register as a lobbyist under Chapter 305, Government Code;
3. Another legislative member of the policy board; or
4. A locally elected official.

On January 18, 2022 at a regularly scheduled City Council meeting, the following were appointed to serve the RGV-MPO Transportation Policy Committee: Designee-Ramiro Garza, Jr., Mayor; Alternate Designee-Daniel "Dan" Diaz, Councilmember; Proxy-Tomas Reyna, Assistant City Manager.

3. **Staff's Recommendation:**

Approve Resolution Appointing a Designated Member, a Designated Alternate Board Member and Proxy(ies) to the Rio Grande Valley Metropolitan Organization (RGV-MPO) Transportation Policy Committee (TPC).

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

- A. Resolution RGVMPO TPB
- B. Authorization Form
- C. Policy Board -Ethical Standards Affidavit

RESOLUTION NO. ____

STATE OF TEXAS	§ A RESOLUTION DESIGNATING
COUNTY OF HIDALGO	§ RIO GRANDE VALLEY METROPOLITAN PLANNING
CITY OF EDINBURG	§ ORGANIZATION (RGV-MPO) TRANSPORTATION
	POLICY BOARD MEMBERS (TPB)

WHEREAS, in accordance with the Rio Grande Valley-Metropolitan Planning Organization Bylaws and Operating Procedures; the Mayor of the City of Edinburg serves as the defacto official member of the RGV-MPO Transportation Policy Board; and

WHEREAS, the RGV-MPO Bylaws and Operating Procedures; further stipulate that one (1) City of Edinburg elected official may be appointed to serve as an alternate member of the RGV-MPO Transportation Policy Board of Directors.

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

_____ be appointed as the Designee member of the RGV-MPO Transportation Policy Board.

AND BE IT FURTHER RESOLVED, that _____ be appointed as the Alternate Designee member of the RGV-MPO TPB; and that the following three individual(s) _____, _____, _____, be appointed as the Designated Proxy(ies) with all appropriate privileges assigned.

A copy of this Resolution shall be delivered to the RGV-MPO Office to evidence these appointments.

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 this 18th day of November, 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

RGV Metropolitan Planning Organization
Transportation Policy Committee
Fiscal Year 2025

Name of City/County/ Entity: _____

Name of Designee: _____

Name of Alternate: _____

List 3 Proxies: _____

In accordance with House Bill (HB) 1883 and Section 1, Chapter 472, Section 472.031 of the Transportation Code,

(a) A policy board of a metropolitan planning organization designated or re-designated under 23 U.S.C. Section 134 may provide in its bylaw for appointment of voting proxies by its members.

Section 472.032 of the transportation code, further clarifies that:

(a) A proxy appointment under section (a):

- 1)** Acts on behalf of and under the supervision of the policy board member who appointed
- 2)** Must be appointed in writing; and
- 3)** Is authorized to vote for the policy board member who appointed the proxy to the extent the member has given the proxy the member's voting power.

(b) A legislative member of a policy board may not be counted absent at a meeting of the policy board during a legislative session.

(c) A legislative member of a policy board may only appoint a proxy under Subsection (a) who is:

- 1) The legislative member's employee or staff member;
- 2) A person related by consanguinity, as determined under subchapter B, Chapter 573, Government Code, who is not required to register as a lobbyist under Chapter 305, Government Code;
- 3) Another legislative member of the policy board; or
- 4) A locally elected official.

Authorization Signature

Date

**RGV METROPOLITAN PLANNING ORGANIZATION POLICY BOARD
ETHICAL STANDARDS AFFIDAVIT**

I, _____, a voting Member of the RGV Metropolitan Planning Organization Policy Board representing, **City of** _____, hereby swear and affirm that I will uphold the following ethical standards required by voting members of MPO Policy Boards as identified in Texas Senate Bill 585. These standards state that voting members of the MPO Policy Board are prohibited from engaging in the following: 1.) Accepting or soliciting any gift, favor or service that might reasonably tend to influence the voting member in the discharge of official duties or that the voting member knows or should know is being offered with the intent to influence the voting member's official conduct; 2.) Accepting employment or engaging in a business or professional activity that the voting member might reasonably expect would require or induce the voting member to disclose confidential information acquired by reason of the official position; 3.) Accepting employment or compensation that could reasonably be expected to impair the voting member's judgment in the performance of the voting member's official duties; 4.) Making personal investments that could reasonably be expected to create a substantial conflict between the voting member's private interest and the public interest; 5.) Intentionally or knowingly solicit, accept or agree to accept any benefit for having exercised the voting member's official powers or performing the voting member's official duties in favor of another.

I further swear and affirm that in order to prevent a potential conflict of interest, that I will abstain from voting on or engaging in the discussion of any matter of business before the RGV MPO Policy Board that will have a special economic effect on either a business or real property of which I have a substantial interest that is distinguishable from the effect on the public.

I understand that a substantial interest is defined as either 1.) I own 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more, or \$15,000 or more of the fair market value of the business entity; or 2.) I have received funds from the business entity exceeding 10 percent of my gross income for the previous year; or 3.) I have a substantial interest in real property defined as an equitable or legal ownership with a fair market value of \$2,500 or more; or 4.) I have a family member related to me in the first degree by consanguinity or affinity with a substantial interest in a business entity or real property as defined above.

I agree to notify the RGV MPO Director in writing of any conflict of interest as defined above prior to any vote or discussion of any matter of business which has created the conflict of interest.

I understand that any violation of these standards or requirements may subject me to removal from the RGV MPO Policy Board and possible prosecution by the Cameron County or Hidalgo County District Attorney.

I further understand that SB 585 requires me to notify the Cameron County or Hidalgo County District Attorney's Office and RGV MPO Policy Board in a timely manner should I have personal knowledge of any violations of these same standards by other voting members of the RGV MPO Policy Board or of the RGV MPO Staff.

I also understand that failure to report violations of these standards by other voting members of the RGV MPO Policy Board or of the RGV MPO staff subjects me to possible removal from the RGV MPO Policy Board and possible prosecution by the Cameron County or Hidalgo County District Attorney.

I hereby swear and affirm that I have read the entire affidavit and that I understand and agree to its contents.

Printed Name

Affiant Signature

Position

Representing

Sworn and subscribed before me
this _____ day of _____, 2024.

Notary Public, State of Texas

Notary's Printed Name: _____

My Commission Expires: _____

(Seal)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

CONSENT AGENDA

Agenda Item No: 12.A.

Merchant Processing Master Service Agreement

1. Agenda Item:

Consider Authorizing the City Manager to Execute a Merchant Processing Master Service Agreement with AdComp Systems and Ratification of the Service Agreement with the Municipal Court Subject to Master Service Agreement Through the Texas Department of Information Resources Contract No. DIR-CPO-5320 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

2. Description:

Staff recommends approval of the professional services agreement with AdComp Systems and ratification of the existing Service Agreement with Municipal Court, subject to the Master Service Agreement. The agreement will be executed through the Texas Department of Information Resources DIR-CPO-5320.

The purpose of this agreement is to provide comprehensive services for the City's Utility Billing, with the ability to extend services to other City departments.

The agreement with AdComp Systems will allow the City to accept electronic payments, including credit cards, debit cards, and online transactions, more efficiently and securely. The City's current merchant services are managed on a year-to-year basis and have limited cost efficiency.

Financial Impact:

Under the proposed agreement, the estimated transaction fee is:

3% per transaction for payments under \$1,000, and

\$3 per \$100.00 for transactions \$1,000 or greater.

AdComp Systems will absorb all credit card merchant processing and gateway fees, resulting in a zero-cost merchant account for the City.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Execute a Merchant Processing Master Service Agreement with AdComp Systems and Ratification of the Service Agreement with the Municipal Court Subject to Master Service Agreement Through the Texas Department of Information Resources Contract No. DIR-CPO-5320 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Daniel Vera, Director of
Information Technology

Attachments:

- A. Expanded Master Services Agreement -Edinburg, Texas_revised_c
- B. C-219-25 AdComp (1)



Master Services Authorization Agreement

THIS AGREEMENT is made between the City of Edinburg, Texas (hereinafter CLIENT) located at 415 W University Dr. Edinburg, Texas 78539 and AdComp Systems Inc. (hereinafter ADCOMP) located at 1720 S. Edmonds Lane Suite 201 Lewisville, Texas 75067. ADCOMP and CLIENT may be referred to individually as PARTY or collectively as PARTIES.

ADCOMP and the CLIENT agree to the following terms and conditions: ADCOMP will provide the PRODUCTS and SERVICES, that are selected in Annexure A attached herewith, that will be used by the CLIENT and their customers or end-users, (hereinafter called CONSUMER).

TERM OF AGREEMENT: The CLIENT shall commit to using all PRODUCTS and SERVICES for a minimum term of one (1) year from the date of the first Live transaction through the PRODUCT and/or SERVICE. The Agreement shall remain in effect unless either PARTY provides a written notice of termination, given 30-days in advance preceding the expiration of the current term.

EARLY TERMINATION: The CLIENT may not terminate this agreement without cause. To terminate the agreement, the CLIENT must provide ADCOMP notice with valid reasons for requesting early termination. CLIENT must provide time for ADCOMP time to cure any such conditions to avoid early termination. CLIENT agrees to pay an early termination fee covering the cost of set-up (\$1500), configuration (\$1500) and data import (\$1500) to ADCOMP to terminate the agreement early without cause.

PROMOTION: THE CLIENT allows ADCOMP to promote its PRODUCTS in various service locations; such as kiosks, websites, and similar venues/sites.

COMPENSATION FOR ADCOMP: Compensation for ADCOMP for the PRODUCTS that the CLIENT selects to purchase or subscribe to or use are listed in Annexure "A".

ADCOMP'S RESPONSIBILITIES:

- ADCOMP shall provide the CLIENT online access to reports of activities and transactions by the CONSUMER.
- ADCOMP will submit daily batch payment files to the CLIENT

TRAINING: The first-rate service is the core focus of ADCOMP and the premise of the corporation's success. The CLIENT'S employees will receive one-on-one training, timely service for any questions concerning transactions and other activities.

THE CLIENT'S RESPONSIBILITIES:

- The CLIENT will provide ADCOMP with their banking information to receive settlement funds directly into their bank account.
- The CLIENT will provide ADCOMP utility billing data in batch format daily in order for ADCOMP to present billing details to the CONSUMER.
- The CLIENT will import batched payment data into ERP/Utility billing software.

CONFIDENTIALITY And NON-DISCLOSURE: Both parties agree that any confidential information will not be disclosed to anyone without the prior consent of the other party. To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other party's Confidential information to third parties.

DISPUTE RESOLUTION: The Parties agree to submit to Alternative Dispute Resolution in the form of mediation to address any dispute, controversy, or claim arising out of or relating in any way to the agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of the agreement.

AMENDMENTS TO AGREEMENT: Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by both parties.

GOVERNING LAW: This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the federal and state courts of Texas.

Equipment and Maintenance

AdComp will provide all required PCI-compliant, P2PE-certified credit card terminals as part of this implementation.

Accepted Payment Methods

AdComp supports Visa, Mastercard, Discover, American Express, and other major card brands for both credit and debit transactions.

For electronic checks (ACH/eCheck), a \$1.50 per-transaction fee applies to the payer.

Transaction Limits and Fees

AdComp does not impose transaction caps or limits on any payment method. However, if the City prefers to establish specific limits (for example, a maximum payment amount per transaction), we can easily configure those upon request.

There are no fees assessed on customer refunds.

The City of Edinburg will not be charged any additional fees beyond the agreed processing terms.

Settlement and Processing Times

AdComp processes settlements in 24-hour batch windows, meaning all transactions within a given 24-hour period are batched and settled together for efficient funding and reporting.

For most transactions, settlement occurs quickly and reliably:

- Credit cards: typically funded within 24–48 hours
- eChecks: typically within 48–72 hours, though some out-of-state or corporate checks may take slightly longer

Actual posting time to the City's bank account depends on the receiving financial institution, but our experience aligns with the timelines above.

Support and Account Management

AdComp provides 24/7/365 support, fully handled in-house by our U.S.-based support team.

You will have dedicated account contacts throughout the relationship:

- Implementation: David Finer & Thomas Vilchez
- Ongoing Support: Gail Middleton (Support Manager)
- Escalations: David Finer & Mansur Plumber will remain available for any high-priority needs.

Reporting and Tools

AdComp offers a real-time, web-based reporting portal with a comprehensive dashboard showing daily, weekly, and monthly trends.

Transactions are visible in real time and can be filtered by date, payment type, and channel (kiosk, web, IVR, POS, etc.). Reports can be easily exported to Excel for reconciliation or audit purposes.

Key reports and tools available include:

- Real-Time Transaction Report – live visibility into every payment processed across all channels
- Daily Reconciliation Report – summary of daily activity for finance and accounting teams

- Settlement Report – detailed view of batched settlements and funding timelines
- Dashboards – interactive visual summaries showing daily, weekly, and monthly trends

Chargebacks, Disputes, and Reserve Policy

The City will be notified immediately of any chargebacks or disputes through our reporting portal and support team.

AdComp can either manage the chargeback process on the City's behalf—including contesting the chargeback and submitting all supporting documentation—or allow the City to handle it directly if preferred.

If a chargeback is lost, the disputed amount will be debited from the City's merchant account.

Chargebacks are extremely rare for utility payments, as accounts can be placed on hold or disconnected for non-payment.

Refunds can be initiated directly from the reporting portal by authorized City staff. Each refund is logged automatically, including the user, timestamp, and refund reason.

AdComp does not hold or reserve any funds—the City maintains full ownership of its merchant account, and all settlements are made directly to the City's designated bank account.

A \$7.50 chargeback fee applies per occurrence, assessed by the processor; this fee is not charged by AdComp.

Transaction Research and Reconciliation

AdComp maintains detailed logs for every transaction from start to finish, allowing full traceability across all systems.

If a transaction appears missing or unposted, our team can perform both forward and backward tracing to pinpoint the issue—down to the specific step or response code—ensuring a quick and accurate resolution.

Such cases are rare, but when reported, our support team coordinates directly with the City to investigate, document findings, and prevent recurrence.

Language Options

Both the web payment portal and IVR system support English and Spanish.

- On the website, a prominent language toggle allows users to switch between English and Spanish instantly.
- On the IVR system, the first voice prompt asks the caller to select their preferred language before proceeding.

Annexure A

DICE (Digital Interaction for Citizen Engagement) - Online Document Exchange Management and Storage System

Assumptions: ADCOMP absorbs Credit Card Merchant Processing fees AND Gateway fees.
AdComp will provide Client with a “Zero Cost Merchant Account”

CLIENT may, at any time, add other City departments—including but not limited to Permitting, Code Enforcement, Solid Waste, Parks & Recreation/Recreation, and Animal Services—to receive the Services **under the same pricing and terms** as this Agreement. **Municipal Court payments are expressly excluded** since it is already included in a separate Agreement.

AdComp DIR Contract # DIR-CPO-5320

Service(s) Description	Cost / Fees	Remarks
UTILITIES		
Payments - Kiosk / Web / IVR / Utility Express <i>(text)</i> / POS	Card Convenience Fee: 3% per transaction for amount under \$1000. \$3.00 per \$100.00 for each transaction that is \$1000 or over.	Payable by CONSUMER to AdComp

	Edinburg, Texas	AdComp Systems
Signature		
Name		
Title		
Date		



AdComp Systems Payments & Technology Services Authorization Agreement

THIS AGREEMENT is made between the City of Edinburg, TX (Courts) (hereinafter CLIENT) located at 415 W University Dr., Edinburg, TX 78539, and AdComp Systems Inc. (hereinafter ADCOMP) located at 1720 S. Edmonds Lane Suite 201 Lewisville, Texas 75067. ADCOMP and CLIENT may be referred to individually as PARTY or collectively as PARTIES.

ADCOMP and the CLIENT agree to the following terms and conditions: ADCOMP will provide the PRODUCTS and SERVICES, that are selected in Annexure A attached herewith, that will be used by the CLIENT and their customers or end-users, (hereinafter called CONSUMER).

TERM OF AGREEMENT: The CLIENT shall commit to using all PRODUCTS and SERVICES for a minimum term of one (1) year from the date of the first Live transaction through the PRODUCT and/or SERVICE. The Agreement shall remain in effect unless either PARTY provides a written notice of termination, given 30-days in advance preceding the expiration of the current term.

EARLY TERMINATION: The CLIENT may not terminate this agreement without cause. To terminate the agreement, the CLIENT must provide ADCOMP notice with valid reasons for requesting early termination. CLIENT must provide time for ADCOMP time to cure any such conditions to avoid early termination. CLIENT agrees to pay an early termination fee covering the cost of set-up, configuration and data import to ADCOMP to terminate the agreement early without cause.

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TRAINING: The first-rate service is the core focus of ADCOMP and the premise of the corporation's success. The CLIENT'S employees will receive one-on-one training, timely service for any questions concerning transactions and other activities.

THE CLIENT'S RESPONSIBILITIES: THE CLIENT will provide ADCOMP with their banking information to receive ACH funds directly into their bank account.

CONFIDENTIALITY And NON-DISCLOSURE: Both parties agree that any confidential information will not be disclosed to anyone without the prior consent of the other party. To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other party's Confidential information to third parties.

ARBITRATION: Any dispute, controversy, or claim arising out of or relating in any way to the agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of the agreement, shall be exclusively resolved by mediation upon a Party's request for the same.

AMENDMENTS TO AGREEMENT: Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by both parties.

GOVERNING LAW: This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the federal and state courts of Texas.

Annexure A

CC - Credit Card

JACK Kiosk (Justified Automated Cashiering Kiosk) - Payment Kiosk

ODR - Online Docket Resolution

DICE (Digital Interaction for Citizen Engagement) - Online Document Exchange Management System

Assumptions: **ADCOMP** absorbs CC Merchant Processing fees AND Gateway fees.

Service(s) Description	Cost / Fees	Remarks
COURTS JUSTICE SMARTER		
ODR - includes Online Payments / IVR / Citation SmartER (text) / POS	5% fees per CC transaction	Payable by CONSUMER to AdComp
DICE	\$300 per month	Payable by CLIENT to AdComp monthly
DIR Contract #: DIR-CPO-5320		

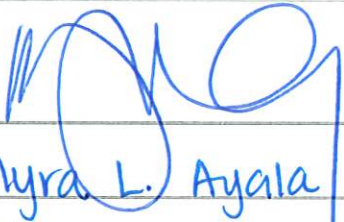
	City of Edinburg, TX	AdComp Systems
Signature		
Name	Myra L. Ayala	Mansur Plumber
Title	City Manager	CEO
Date	Feb. 12, 2025	02/11/2025

*The Following Page only needs to be filled out if AdComp Systems is the Merchant Processor & collecting payments on the Client's behalf.

Letter of Authorization

City of Edinburg, TX (Client), Client appoints AdComp as Client's agent and directs AdComp to collect and process payments from Consumers to Client on Client's behalf. Client acknowledges and agrees to hold AdComp out to the public as accepting payments on Client's behalf and to treat payments for goods and services received by AdComp as satisfying and extinguishing Consumer's obligation to pay Client. In the event that AdComp fails to deliver payment to Client, Client agrees that its only recourse for payment is against AdComp and not against Consumer. AdComp will collect an agreed-upon technology /convenience fee from the customers who wish to use these services.

- Payments received in AdComp's Bank Account will be transferred to the Client's Bank account (account info provided below), using the ACH process, on the next banking business day and no later than 72 hours from when the payment is received.
- AdComp will provide real-time online reports of all transactions to the Client.
- The Client or AdComp can terminate this authorization with a 30-day written notice.
- This Authorization will remain in effect until terminated by the Client. Any payments due to the Client will be settled prior to termination. Any customer payments outstanding from AdComp to the Client will survive the termination.

	City of Edinburg, TX	AdComp Systems Inc.
Signature		
Name	Myra L. Ayala	Mansur Plumber
Title	City Manager	CEO
Date	Feb. 12, 2025	02/11/2025

Client's Bank Information

Client will ensure that the following bank account will not block any payments received from AdComp Systems and provide AdComp the authorization to deposit payments to this account. The funds deposited to the Client will originate from T Bank. Account # 12007723 Routing# 111024975.

Bank Name	Texas National Bank
Client Account Name	Pooled Cash
Bank Routing Number (9 digits)	114920129
Bank Account Number	1002008371
Re-enter Bank Account Number	1002008371



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Annexure A

CC - Credit Card

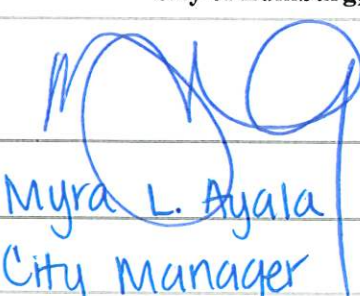
JACK Kiosk (Justified Automated Cashiering Kiosk) - Payment Kiosk

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DICE (Digital Interaction for Citizen Engagement) - Online Document Exchange Management System

Assumptions: **ADCOMP** absorbs CC Merchant Processing fees AND Gateway fees.

Service(s) Description	Cost / Fees	Remarks
COURTS JUSTICE SMARTER		
<i>ODR - includes Online Payments / IVR / Citation Smarter (text) / POS</i>	5% fees per CC transaction	Payable by CONSUMER to AdComp
DICE	\$300 per month	Payable by CLIENT to AdComp monthly
DIR Contract #: DIR-CPO-5320		

	City of Edinburg, TX	AdComp Systems
Signature		
Name	Myra L. Ayala	Mansur Plumber
Title	City Manager	CEO
Date	Feb. 12, 2025	02/11/2025

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	City of Edinburg, TX	AdComp Systems Inc.
Signature		
Name	Myra L. Ayala	Mansur Plumber
Title	City Manager	CEO
Date	Feb. 12, 2025	02/11/2025

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Bank Name	Texas National Bank
Client Account Name	Pooled Cash
Bank Routing Number (9 digits)	1149 20128
Bank Account Number	1002 008 371
Re-enter Bank Account Number	1002 008 371



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Annexure A

CC - Credit Card

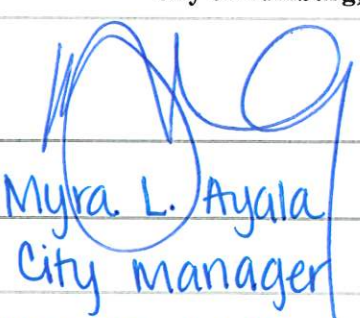
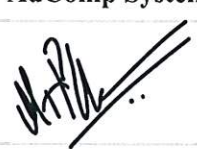
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Assumptions: **ADCOMP** absorbs CC Merchant Processing fees AND Gateway fees.

Service(s) Description	Cost / Fees	Remarks
COURTS JUSTICE SMARTER		
<i>ODR - includes Online Payments / IVR / Citation Smarter (text) / POS</i>	5% fees per CC transaction	Payable by CONSUMER to AdComp
DICE	\$300 per month	Payable by CLIENT to AdComp monthly
DIR Contract #: DIR-CPO-5320		

	City of Edinburg, TX	AdComp Systems
Signature		
Name	Myra L. Ayala	Mansur Plumber
Title	City manager	CEO
Date	Feb. 12, 2025	02/11/2025

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	City of Edinburg, TX	AdComp Systems Inc.
Signature		
Name	Myra L. Ayala	Mansur Plumber
Title	City Manager	CEO
Date	Feb. 12, 2025	02/11/2025

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Bank Name	Texas National Bank
Client Account Name	Pooled Cash
Bank Routing Number (9 digits)	114920128
Bank Account Number	1002008371
Re-enter Bank Account Number	1002008371



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

CONSENT AGENDA

Agenda Item No: 12.B.

RGV TAG MOU

1. Agenda Item:

Consider Authorizing the City Manager or Designee to Execute an Amended Memorandum of Understanding (MOU) Between the Rio Grande Valley Texas Anti-Gang (RGV TAG) Center and the City of Edinburg, Texas Police Department (EPD) for the Continued Operation of RGV TAG Project. [Jaime Ayala, Chief of Police]

2. Description:

This (MOU) memorializes the cooperative working relationship between Rio Grande Valley (RGV) Texas Anti-Gang (TAG) Center and the City of Edinburg Police Department. To enhance this cooperation, the RGV TAG Center has been established for representatives from multiple law enforcement agencies to collocate. The City of Edinburg is providing for the assignment of one (1) Police Officer from the City of Edinburg Police Department to the RGV TAG Center.

The mission of the RGV TAG Center is to enable the participating agencies to more efficiently and effectively cooperate and collaborate on investigations and operational activities related to combating the shared threat of criminal organizations operating in or affecting the region. The RGV TAG Center is established as a common physical facility to facilitate effective and efficient cooperation and collaboration equipped with the most advanced technology.

The original Memorandum of Understanding was signed by the City Manager on September 6, 2016. The RGV TAG Project shall continue in effect for three (3) years following the effective date of this agreement.

Cash match or funding will not be required from the City of Edinburg.

3. Staff's Recommendation:

Approve Authorizing the City Manager or Designee to Execute an Amended Memorandum of Understanding (MOU) Between the Rio Grande Valley Texas Anti-Gang (RGV TAG) Center and the City of Edinburg, Texas Police Department (EPD) for the Continued Operation of RGV TAG Project.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Rogelio Garcia, Special
Services Manager
Chad Dufner, Assistant
Police Chief

Attachments:

A. RGV TAG - MOU 2025

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR THE CONTINUED OPERATION OF THE
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)
PROJECT - 2025**

I. Introduction

- A. The region surrounding and including Hidalgo County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity.
- B. The participating law enforcement agencies, hereinafter referred to as the parties, at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations.
- C. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good.
- D. To enhance this cooperation, the parties that are signatories hereto agree to establish and/or continue the operation of the Rio Grande Valley Texas Anti-Gang (RGV TAG) Project.
- E. The RGV TAG Project will be established at the RGV TAG Center.
- F. The RGV TAG Center will be a facility at McAllen, Texas wherein the parties agree to co-locate human assets and establish a joint physical presence to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Purpose

- A. The purpose of this agreement is to set forth the terms by which the parties agree to establish and/or continue the operation of the Rio Grande Valley Texas Anti-Gang (RGV TAG) Project.
- B. This agreement is not intended, and should not be construed, as altering, or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this agreement.
- C. This agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

- D. The parties, their agents, representatives, and employees reserve and do not waive any immunity or similar right to which they are entitled, nor do they waive any provision of the Texas Tort Claims Act or the Federal Tort Claims Act.
- E. No provision of this agreement imposes an obligation or restriction not permitted by applicable law shall be enforceable.
- F. The RGV TAG Center is established as a common physical facility to facilitate effective and efficient cooperation and collaboration between the parties with respect to combating the shared threat of criminal organizations operating in and affecting the region.
- G. The RGV TAG is a shared project of the Constituent Agencies that maintains a physical presence at the RGV TAG Center, subject to the terms of this agreement, and is not a separate or distinct legal entity, whether agency, office, component, corporation, or otherwise.

III. Mission Statement

The mission of the RGV TAG project is to enable the Constituent Agencies to more efficiently and effectively cooperate and collaborate on investigations, and operational activities related to combating the shared threat of criminal organizations operating in or affecting the region.

IV. Participation

- A. Fiduciary Agency: The Constituent Agency that is the recipient grantee of a funding award for purposes of implementing the RGV TAG project. Nothing in this agreement should be construed as prohibiting a fiduciary agency from performing any action required by the rules or conditions of any funding award.
- B. Constituent Agencies: Participating agencies that are signatory agencies to this MOU **AND** have assigned Constituent Agency Personnel to the RGV TAG Center. Failure to assign Constituent Agency Personnel as provided herein shall constitute withdrawal from the RGV TAG Project. Agencies that are not Constituent Agencies will not be eligible to establish agency personnel at the RGV TAG Center.
- C. Governing Bodies. For purposes of this agreement, the term “governing bodies” includes Boards and/or Committees specified in this section.
 - 1. Executive Board. The Executive Board is comprised of the principal of each of the Constituent Agencies. The Executive Board, at an Executive Board meeting, may vote to take action with respect to the RGV TAG that is not inconsistent with this agreement or applicable law. Voting at an Executive Board meeting is limited to the principal of each of the Constituent Agencies. The Executive Board

shall designate a member to the Executive Board as the Presiding Principal.

- a. Minutes. The Presiding Principal is responsible for ensuring that the minutes of Executive Board meetings are prepared and maintained.
 - b. Availability of Minutes. Approved minutes of the Executive Board meetings will be made available to all participating agencies.
 - c. Executive Sessions. At times, executive sessions are necessary to discuss sensitive issues. The decision to adjourn into executive session, and participation therein, will be determined by motion and vote of the Executive Board. During executive sessions, no votes, minutes, or recordings will occur.
2. Management Committee. General management that enables the Constituent Agencies to more efficiently and effectively cooperate and collaborate on investigations, and operational activities related to combating the shared threat of criminal organizations operating in or affecting the region is vested in a Management Committee. Each Constituent Agency shall designate a senior manager from their respective staff to serve on the committee. Each management committee member is subordinate to the member's constituent agency.
 3. Supervisors Working Group. A Supervisors Working Group shall be comprised of the first or second-line supervisors as designated by a Constituent Agency. The purpose of this working group is to provide an established forum for interaction between participating agencies and to assist in providing the fiduciary agency performance data that are conditions applicable to an award of funds that are used to fund the RGV TAG Center. The Supervisors Working Group shall not be considered a governing body and shall not have authority to make any decision on behalf of the RGV TAG Center.
- D. Administrator. This position is subject to funding in an award for purposes of implementing the RGV TAG project. All employees subject to funding in an award shall be employees of the Fiduciary Agency. The Administrator shall be responsible for overseeing the day-to-day functions of the RGV TAG Center, including facilities, equipment, and security. The Administrator shall also oversee all reporting in connection with any grant awards and shall perform any other duties assigned to it by the Fiduciary Agency. The Administrator shall not direct or have any command authority over any of the Constituent Agencies.
 - E. Constituent Agency Personnel. Each Constituent Agency may designate its Constituent Agency Personnel in such numbers as are approved by the Executive Board. Every person designated as Constituent Agency Personnel must be a Full Time Employee (FTE) and shall perform not less than 50% (twenty hours weekly) of his/her regularly assigned duties at the RGV TAG Center. Individuals working at the RGV TAG Center remain as employees of their respective Constituent Agency and

are subject to their Agencies' oversight, management and supervision.

V. Commitments of the Constituent Agencies

Each Constituent Agency commits to further the mission of the RGV TAG Project by acting with a general spirit of cooperation and collaboration with the other Constituent Agencies on matters related to the RGV TAG Project, including by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the RGV TAG Project with other Constituent Agencies.
- B. Identifying and pursuing opportunities to collaborate with other Constituent Agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region; and
- C. Identifying and pursuing opportunities to coordinate with other Constituent Agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the RGV TAG Project, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on criminal organizations operating in or affecting the region.

VI. Activities

Notwithstanding any coordination or cooperation that may occur between the Constituent Agencies, any activity related to the mission of the RGV TAG Project that is conducted by any Constituent Agency, including any individual designated as Constituent Agency Personnel, is performed exclusively pursuant to the respective Constituent Agency's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This agreement does not transfer or bestow any legal authorities to any individual or entity, provides for the deputization of any individual or entity, or establish any unified or shared chain of command. Nothing in this agreement authorizes any Constituent Agency, or any group of Constituent Agencies, to require any other Constituent Agency to undertake any operational, investigatory, or intelligence related activity. Nothing in this agreement should be construed as precluding any Constituent Agency from creating task forces or similar multi-agency operational units through separate agreements.

VII. Information Management

- A. Dissemination of Information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the RGV TAG Project by any of the Constituent Agencies may not be further disseminated without the expressed consent of the Constituent Agency from which the information originated.

- B. Information Requests. Each Constituent Agency remains individually responsible for processing any external requests for information related to the RGV TAG Project that is directed to it -- whether such request is pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another Constituent Agency, the Constituent Agency processing the request shall consult with the Constituent Agency from which the information originated prior to releasing the information.
- C. Media Communications. The Executive Board may designate one of the Constituent Agencies or a specific individual to serve as the primary media point of contact for the RGV TAG Project. Such designations may be made on a case-by-case basis to correspond to specific activities. Any statement or releases of information to the media or responses to media inquiries on behalf of the RGV TAG Project shall be made exclusively by the board-designated point of contact.

VIII. Facilities

- A. Use and Control. Subject to the rights of ownership or control of any RGV TAG facilities, equipment, or supplies, the Executive Board may specify terms or conditions regarding use of facilities, equipment, or supplies that are provided for common use by the Constituent Agencies at the RGV TAG Center. Nothing in this agreement authorizes any Constituent Agency to exercise any control over the property of another Constituent Agency without consent.
- B. Security of the RGV TAG Center. Due to the sensitive law enforcement work that is to be performed at the RGV TAG Center, dissemination by Constituent Agencies, including any employee or contractor thereof, of details regarding the RGV TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the RGV TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need to know. No Constituent Agency may allow the physical presence of any arrestees, suspects, informants, witnesses, victims or unauthorized persons at the RGV TAG Center. The Executive Board may establish procedures for admitting guests to any common areas of the RGV TAG Center.

IX. Use of Equipment

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to use of equipment purchased with State and/or Federal grant funds agree that:

- A. To the fullest extent permitted by applicable law, in no event shall the City of McAllen be liable to Texas Anti-Gang (TAG) Center Rio Grande Valley or any Constituent Agency for any loss, cost, claim, injury, liability, or expense, reasonable attorney's fees, and for any indirect, special, consequential, or punitive damages relating to or arising from any act or omission pertaining to this MOU. The

Constituent Agencies intend that the limitations imposed by the City of McAllen on remedies and the measure of damages be without regard to the cause or causes related on any theory of liability arising out of this MOU, including but not limited to, negligence, breach of contract, breach of warranty, breach of representation, tort, or strict liability, whether such negligence or breach be sole, joint or concurrent, active or passive. The Constituent Agencies waive, release and agree not to make any claim, litigate, or seek liability against City of McAllen for any such damages.

- B. To the fullest extent permitted by applicable law, each Constituent Agency agrees to indemnify, defend, and hold harmless City of McAllen, their elected officials, officers, directors, and employees from and against the full amount of any and all claims, demands, actions, damages, losses, costs, expenses, or liability whatsoever (including without limitation the costs of litigation, including reasonable attorneys' fees), for property (real and personal) damage, personal injury or death, fines, or penalties arising in whole or in part out of the use of equipment.
- C. The City of McAllen disclaims any and all representations and warranties in the equipment, whether express, implied or statutory, including any and all representations and warranties regarding merchantability, or fitness for a particular purpose. Without limiting the generality of the foregoing, each Constituent Agency acknowledges that all equipment is provided on an "as is" basis with all faults, and each Constituent Agency assumes all risks in connection with its use of the equipment; and
- D. Any disputes arising hereunder along with all questions concerning the construction, validity, enforcement, liability, and interpretation of the MOU, addendums, and equipment transfers shall be interpreted, governed, construed, and enforced in all respects in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of Texas. The Constituent Agencies each expressly and irrevocably consent and submit to service, venue, and the exclusive jurisdiction of the state courts sitting in Hidalgo County, Texas for the adjudication of any dispute, action, proceeding, hearing, mediation, arbitration, or litigation arising directly or indirectly out of the Agreement.

X. Transfer and Receipt of Equipment

The City of McAllen, State or Federal Funds Recipient and Fiduciary and the Constituent Agencies with regard to any transfer of equipment purchased with State and/or Federal grant funds and authorized for transfer by the same State and/or Federal grant funds agree that:

- A. Transfer and Receipt of equipment purchased with State and/or Federal grant funds shall become effective upon signature by the authorized officials of each Constituent

Agency and may be modified, and/or terminated, upon mutual consent of authorized officials of each Constituent Agency.

- B. The City of McAllen, State or Federal Funds Recipient and Fiduciary, certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the recipient.
- C. The Receiving Jurisdiction/Agency shall certify that they have knowledge of the Grantee Conditions and Responsibilities and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.
- D. The Receiving Jurisdiction/Agency shall further certify that they have knowledge of the Sub-Recipient's Grant Award and agree to be bound by all the grant covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award.
- E. The Receiving Jurisdiction/Agency further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.
- F. Equipment transferred pursuant to this MOU shall require the following:
 - 1. Item Description.
 - 2. Model Number.
 - 3. Serial Number/VIN.
 - 4. Acquisition Date.
 - 5. Grant Year/Program.
 - 6. eGrants Number.
 - 7. Date of Transfer.
- G. The City of McAllen, as State or Federal Funds Recipient and Fiduciary, agrees to notify receiving jurisdiction/agency of any known modifications to applicable award requirements within thirty (30) business days of receipt; and
- H. The Receiving Jurisdiction/Agency agrees to:
 - 1. Maintain compliance with the requirements of federal and state granting agencies;
 - 2. Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;

3. Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
 4. Ensure that the Sub-recipient is notified via written communication when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section 32 (e) Disposition;
 5. Ensure the equipment is maintained in good working order;
 6. Ensure the equipment is used only as allowable under the grant;
 7. Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response: and
 8. Have the responsibility, at its sole cost and expense, for the maintenance, repair, and security of the equipment and shall keep the same in good repair and condition.
- I. This constitutes the sole, entire, and only agreement between the Constituent Agencies concerning the Transfer and Receipt of Equipment and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this MOU. There are no warranties, representations, covenants, or agreements, express or implied, between the Constituent Agencies except those expressly set forth in the MOU and addendum. The MOU may not be amended or changed except by written instrument signed by each Constituent Agency. The invalidity of any portion of this MOU shall not have any effect on the balance thereof.
- J. It is understood and agreed that each Constituent Agency has reviewed and negotiated the terms and provisions of this MOU and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOU. Rather, the terms of this MOU shall be interpreted to its fair meaning and not strictly in favor or against either party.

XI. Funding

- A. RGV TAG Center. Funding for operating the RGV TAG Center is subject to grants, including grants by the Office of the Governor's Criminal Justice Division Texas Anti-Gang (TAG) grant program. Except as otherwise provided in this agreement, no Constituent Agency is obligated to provide funding in support of the operation of the

RGV TAG Center.

- B. Personnel, Activities, and Basic equipment. Individuals working at the RGV TAG Center remain employees or contractors of each Constituent Agency, and, as such, each Constituent Agency retains full responsibility for providing any compensation, training and benefits owed to its personnel for work performed in connection with the RGV TAG Center. Each Constituent Agency shall bear its own costs when performing any activity related to the RGV TAG Project and will not seek reimbursement from any other Constituent Agency. Each Constituent Agency remains responsible for providing, at its own cost, any basic equipment or supplies necessary for that Agency's personnel to perform their duties at the RGV TAG Center, to the extent such equipment or supplies are not otherwise provided.
- C. Each Constituent Agency shall be responsible for training expenses that enable Constituent Agencies and/or Constituent Agency Personnel including personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Constituent Agency Personnel to cooperate and collaborate on intelligence, investigations, and criminal activities that enhance combating the shared threat of gangs and other criminal organizations operating in and affecting our region.
- D. The Fiduciary Agency and/or the RGV TAG will not apply for and therefore will not administer funding for reimbursement of training expenses for personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Constituent Agency Personnel of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.
- E. Enhanced Security or Special Equipment. To the extent any Constituent Agency requires its allotted physical space at the RGV TAG Center to be enhanced with additional security features or requires any special equipment or supplies beyond that which is provided to all Constituent Agencies, such enhancements or additional materials shall be provided at the sole cost of the participating agency requiring it.
- F. Compliance with Funding Terms. To the extent any rules or conditions applicable to an award of funds that are used to fund the RGV TAG Center prohibit a governing body from acting directly on any matter, any such action may be performed on behalf of that governing body by the Fiduciary Agency. Nothing in this paragraph, however, should be construed as prohibiting a Fiduciary Agency that is the recipient of a funding award from performing any action that is required pursuant to the rules or conditions applicable to that award.

XII. Liability and Indemnification

Each Constituent Agency is responsible for its own actions that are performed in connection with the RGV TAG Project, including that of its personnel. Any liability arising solely from the actions

of a Constituent Agency or subgroup of Constituent Agencies shall be borne solely by the Constituent Agency or agencies that performed the action creating the liability.

Any individual requesting indemnification for activity performed in connection with the RGV TAG Project may seek such indemnification only from the Constituent Agency for which that individual is an employee or contractor, pursuant to that agency's policies and procedures, as well as applicable law and regulations.

XIII. Lead Organization

Any actions that must be performed on behalf of the RGV TAG Center that are not clearly the responsibility of any individual Constituent Agency shall be the responsibility of the Fiduciary Agency.

XIV. Effective Date

This agreement shall take effect upon execution by Constituent Agencies. This agreement may be executed in multiple counterparts and by facsimile transmission or in portable document format ("PDF").

XV. Amendments and Termination

Any amendments to this agreement must be in writing and signed by all Constituent Agencies. This agreement shall remain in effect until terminated in accordance with Section XV of this agreement.

XVI. Addition and Withdrawal of Constituent Agencies

- A. Addition of Constituent Agencies. An Agency may be invited to become a Constituent Agency of the RGV TAG Project with the unanimous vote of the Executive Board at an Executive Board meeting. Upon approval of an invitation and upon becoming a signatory to this MOU and upon assigning Constituent Agency Personnel to the RGV TAG Center, the joining agency shall be considered a Constituent Agency. All provisions of this MOU shall be equally applicable to the joining agency.
- B. Withdrawal of Constituent Agencies. An Agency may be withdrawn as a Constituent Agency of the RGV TAG Project by the Executive Board at an Executive Board meeting. A Constituent Agency may withdraw from the RGV TAG Project upon notice to the RGV TAG Executive Board. Notice of withdrawal may also occur through Constituent Agency failure to designate and assign Constituent Agency Personnel to the RGV TAG Center. The Constituent Agency shall be considered withdrawn on the date of the withdrawal notice and/or date of the Executive Board meeting immediately following the date of withdrawal notice. Upon the effective date of the withdrawal, the withdrawing agency shall no longer be considered a Constituent Agency for purposes of this agreement and shall return to the RGV TAG Center all

RGV TAG Project equipment or supplies.

XVII. Duration of the RGV TAG Project

The RGV TAG Project shall continue in effect until dissolved by any of the following actions:

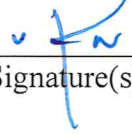
- A. Written agreement signed by all Constituent Agencies.
- B. Ceased funding of the RGV TAG Center.
- C. Operation of law; or
- D. The passage of three (3) years following the effective date of this agreement, unless the Constituent Agencies extend the duration of the RGV TAG Project, which may occur by a written addendum to this agreement signed by Constituent Agencies.

* * *

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR THE CONTINUED OPERATION OF THE
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)
PROJECT - 2025**

Participating Agency: McAllen Police Department

Authorized Official(s):



Signature(s)

Victor Rodriguez
Printed Name(s)

Chief of Police
Title(s)



Date(s)

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR THE CONTINUED OPERATION OF THE
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)
PROJECT - 2025**

Participating Agency: _____

Authorized Official(s):

Signature(s)

Printed Name(s)

Title(s)

Date(s)



Mayor Javier Villalobos
Mayor Pro Tem/Commissioner Victor "Seby" Haddad
Commissioner Tony Aguirre, Jr.
Commissioner Joaquin Zamora

Commissioner Rolando "Rolly" Rios
Commissioner Rodolfo "Rudy" Castillo
Commissioner Pepe Cabeza de Vaca
City Manager Isaac J. Tawil

AGENDA

CITY COMMISSION REGULAR MEETING
MONDAY, OCTOBER 13, 2025 – 5:00 PM
MCALLEN CITY HALL
CITY COMMISSION CHAMBERS; 3RD FLOOR
1300 HOUSTON AVENUE
MCALLEN TEXAS, 78501

"At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

CALL TO ORDER - Mayor Javier Villalobos

PLEDGE OF ALLEGIANCE - Mayor Javier Villalobos

INVOCATION - Mayor Pro Tem Victor "Seby" Haddad

PROCLAMATION - Breast Cancer Awareness Month - Thomas Castaneda

Arbor Day Celebration - Robert Trevino

Native Plant Month in McAllen - Colleen Hook

Fire Prevention Week - Juan Gloria

AGENDA ITEM PUBLIC COMMENT (Individuals wishing to speak regarding an agenda item on today's agenda, please contact City Secretary before 3:30pm)

1. PUBLIC HEARING:

- A) ROUTINE ITEMS:** *(All Rezoning and Conditional Use Permits listed under this section come with a favorable recommendation from the Planning & Zoning Commission and will be enacted by one motion. However, if there is opposition at the meeting or a discussion is desired, that item(s) will be removed from the Routine Items section of the agenda and will be considered separately.)*

1. Rezoning from C-4 (Commercial-Industrial-OC) District to R-1 (Low-Density Residential-UDC) District: Lot A, Tito's Subdivision, Hidalgo County, Texas; 4721 North Bentsen Road. (REZ2025-0121) **APPROVED R-1 (UDC)**

(UDC) for the following properties:

Country Club Estates, Felix Subdivision & Zapata Subdivision, Hidalgo County, Texas.

2916-3217 Scenic Way Avenue (Country Club Estates Lots 1-22)

2919-3220 South 1st Street (Zapata Blk 1 Lots 1-24, Zapata Blk 2 Lots 1-22, Felix Lot 1)

100-106 El Rancho Road (Zapata Blk 2 Lots 23-27) (REZ2025-0155) **APPROVED R-1 (UDC)**

ff. Rezoning from R-1 (Single Family Residential) District under the Old Code (OC) to R-1 (Low Density Residential) District under the new Unified Development Code (UDC) for the following properties:

Balboa Acres Subdivision Lots 1 thru 5 & 12 thru 16 Block 31, (PID: 270338), Hidalgo County, Texas.

3501-3601 Helena Avenue

3612 Idela Avenue (PID: 270339),(REZ2025-0158) **APPROVED R-1 (UDC)**

gg. Rezoning from R-3C (Multifamily Residential Condominium-OC) District under the Old Code (OC) to R-3 (High Density Residential-UDC) District under the new Unified Development Code (UDC) for the following properties:

The Palms Tower Phase I Lot 1, (PID:20406865), Hidalgo County, Texas.

4217-4301 Colbath Avenue (REZ2025-0159) **APPROVED R-3 (UDC)**

B) Amending the Zoning Ordinance of the City of McAllen. ADOPTED

END OF PUBLIC HEARING

2. 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; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*

- A)** Approval of Minutes for Workshop and Regular Meeting held September 22, 2025. **APPROVED**
- B)** Consideration and Approval to declare City Equipment as Surplus. **APPROVED**
- C)** Consideration and Approval of the Memorandum of Understanding for the continued operation of the Texas Anti-Gang (TAG) Center Rio Grande Valley 2025. **APPROVED**
- D)** Consideration and Approval to enter into an Interlocal Agreement with the City of Brownsville for Fiscal Year 2026 South Texas Auto Theft Enforcement Task Force. **APPROVED**
- E)** Consideration and Authorization to enter into an Interlocal Agreement with the City of Brownsville to participate in the Fiscal Year 2026 Catalytic Converter Grant. **APPROVED**
- F)** Consideration and Approval of Contract Amendment 38 with Regal Studios, LLC DBA Polluxcastor, Inc., for Aviation Marketing and Consulting Services at McAllen International Airport (Project No. 09-21-S53-107). **APPROVED**

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

2.C.

DATE SUBMITTED

09/22/2025

MEETING DATE

10/13/2025

1. Agenda Item: Consideration and Approval of the Memorandum of Understanding for the continued operation of the Texas Anti-Gang (TAG) Center Rio Grande Valley 2025.
2. Party Making Request: Victor Rodriguez
3. Applicant: Victor Rodriguez
4. Nature of Request: Consideration and Approval of the Memorandum of Understanding (MOU) for the Continued Operation of the Texas Anti-Gang (TAG) Center Rio Grande Valley — 2025.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
7. Routing:

Maria Guerrero	Created/Initiated - 09/22/2025
Victor Rodriguez	Approved - 09/22/2025
Angie Rodriguez	Approved - 09/22/2025
Sonia Resendez	Approved - 09/24/2025
Gerardo Noriega	Approved - 10/03/2025
Austin Stevenson	Final Approval - 10/06/2025
8. Staff Recommendation: Approval of the Memorandum of Understanding (MOU) for the Continued Operation of the Texas Anti-Gang (TAG) Center Rio Grande Valley — 2025.
9. Advisory Board:
10. City Attorney: Approve -AWS
11. Manager's Recommendation: Approve. IJT



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

CONSENT AGENDA

Agenda Item No: 12.C.

Job Task Order No. 2 ERO Architects

1. **Agenda Item:**

Consider Authorizing the City Manager to Enter Into a Job Task Order No. 2 with ERO Architects for the City of Edinburg Phase II Facility Needs Assessment for the Police Department for the Total Amount Not to Exceed \$57,500.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**

The Primary objective Facilities Needs Assessments for the Police Department is a comprehensive evaluation of the department's current buildings, infrastructure, and operational space. The assessment identifies deficiencies, capacity issues, and future requirements based on staffing levels, community growth, technological advancements, and safety standards. It aims to determine whether existing facilities support effective policing and outlines recommendations for renovation, expansion, or new construction to enhance functionality, efficiency, and service delivery.

1. Enhance Operational Efficiency – Ensure that space is allocated to improve workflow, collaboration, and overall functionality.
2. Building Conditions Assessments - Inspect Structural Elements, Evaluate Mechanical, electrical, plumbing (MEP), Fire Protection, and ADA compliance.
3. Operational Efficiency & Risk Analysis - Identify deferred maintenance and high-risk facility issues.
4. Strategic Facility Planning – Develop a prioritized Capital Facility Improvements list for repairs or replacements and provided cost estimates and timelines for recommended actions.

Scope of Work:

- Review pertinent information of the site, building, documents and plans.
- Meet with staff to determine and address facility requirements.
- Work with the delivery of the building assessment reports.
- Develop a conceptual layout of spaces.
- Produce a total project cost estimate.
- Determine and address construction problems that may impact the cost of construction.
- Produce a project schedule for future design and construction.
- Present final reports to the staff and board of directors.

The primary goal of a Space Needs and Facilities Needs Assessment is to evaluate and determine the optimal space requirements for an organization, facility, or community to ensure efficiency, functionality, and future growth. This assessment aims to align physical space with operational needs while enhancing productivity, user experience, and sustainability.

Funding is available through the General Fund Operating Budget under Building Maintenance and the Police Department.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Job Task Order No. 2 with ERO Architects for the City of Edinburg Phase II Facility Needs Assessment for the Police Department for the Total Amount Not to Exceed \$57,500.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City
Manager

Attachments:

A. Job Task Order No. 2 - ERO Architects - PD Facilities Needs Assessment 10.23.25

THE STATE OF TEXAS § JOB TASK ORDER NUMBER ONE 2 TO THE
COUNTY OF HIDALGO § AGREEMENT BETWEEN THE CITY OF EDINBURG
AND ERO ARCHITECTS FOR PHASE II FACILITY
CITY OF EDINBURG § NEEDS ASSESSMENT FOR THE POLICE
DEPARTMENT

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and Trinity ERO Architects dated August 20, 2024, is entered into by and between the City of Edinburg (hereinafter referred to as “**City**”), and ERO Architects (hereinafter referred to as “**Consultant**”),

RECITALS

WHEREAS, on August 20, 2024 the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Architectural Services (hereafter referred to as “Agreement” and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Architectural, Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Two (2) to the Agreement to provide Professional Architectural Services for the Phase II Facility Needs Assessment for the Edinburg Police Department as set out in Exhibit “A” attached hereto; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide for Architectural Services for the Edinburg Police Department Space Needs Assessment at the amount not to exceed the proposed amount of \$57,500.00, as set out in Exhibit “A” attached hereto.

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.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

ERO ARCHITECTS

BY: _____
Brian Godinez, Principal
135 Paseo Del Prado
Edinburg, TX Suite 58
Phone: (956) 655-4655
Email: bgodinez@goero.com

**Attachments: Exhibit "A" Proposal of Job Task Order 1
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance**

EXHIBIT “A”



October 21st, 2025

Tomas D. Reyna
Assistant City Manager
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539

sent via email: treyna@cityofedinburg.com

Re: Proposal for City of Edinburg Phase II Facility Needs Assessment for the Police Department

Dear Mr. Reyna,

ERO Architects (ERO) is pleased to submit our professional services proposal to City of Edinburg (City), a Facility Needs Assessment for the existing Police Department located in Edinburg, Texas in coordination with the assigned staff of the City of Edinburg. The objective of the Facility Needs Assessment Report will professionally assess the condition of the building as a first phase for a possible addition and/or renovation of the referenced building. These Assessment Reports and the Preliminary Design Report by ERO will provide information, data and images to assist with plans and decisions to proceed with the design, construction drawings and construction in the near future.

UNDERSTANDING OF THE PROJECT

We understand that the project entails conducting a Facility Needs Assessment. The report will encompass Facility Condition Assessment, Structural Visual Assessment, and a Detention Hardware Review (Optional).

SCOPE OF WORK

The scope of work for this project includes the following:

- Review pertinent information of the site, building, documents and plans.
 - Meet with staff to determine and address facility requirements.
 - Work with the delivery of the building assessment reports.
 - Develop a conceptual layout of spaces.
 - Produce a total project cost estimate.
 - Determine and address construction problems that may impact the cost of construction.
 - Produce a project schedule for future design and construction.
 - Present final reports to the staff and board of directors.
- | | |
|---------------------------------|----------|
| ○ Facility Condition Assessment | \$30,000 |
| ○ Structural Visual Assessment | \$ 7,500 |

- Architectural Visual Assessment \$ 7,500
- Total = \$45,000
- Detention Hardware Review (Optional) \$12,500

EXCLUSIONS AND CLARIFICATIONS

- Surveys and as-built drawings to be provided by the COE.
- Architecture, engineering, interior design, and construction admin services are not included.
- MEP/S/F/IT, structural, building envelope, civil and landscape design services are not included.
- Revit models and elevations of exteriors and detailed floor plans are not included.
- Information technology systems, OMA security and fire suppression design are not included.
- Interior design and FF&E programming and design layout services are not included.

COMPENSATION AND SCHEDULE

ERO proposes to perform the Facility Assessment Report for a total fixed fee of \$45,000. The schedule for delivery of the reports is sixty (60) to ninety (90) days. We ask that ERO be compensated monthly in two equal payments. The fee listed does not cover any Additional Services, or any other services that are not specifically described.

ADDITIONAL SERVICES

Additional Services, if required, include work required beyond the scope of services described in this proposal for the Project; items specifically identified as Additional Services; revisions in ERO's scope of work due to a change with instruction or approvals given by the City; and/or significant changes in the scope of the Project.

REIMBURSABLE EXPENSES

Reimbursable expenses include reproduction of documents beyond an initial original copy of the Facilities Needs Assessment.

INSURANCE

ERO and its team carry professional liability, general liability, and workers compensation insurance policies in accordance with what we have found are generally acceptable requirements.

STANDARD OF CARE

ERO will perform the Project in a manner consistent with the degree of competency, care, and skill ordinarily exercised by similarly licensed professionals currently practicing under similar circumstances at the same time and in the same or similar locales.

INDEMNIFICATION AND LIABILITY



ERO shall indemnify and hold harmless the City, its consultants, and employees from and against those liabilities, damages, and costs that the City is legally obligated to pay, to the extent they are caused by negligent acts or omissions of ERO. ERO will reimburse the City for reasonable defense costs for claims arising out of ERO's professional negligence and is in the aggregate, limited to an amount no greater than the fee earned under this Agreement. The foregoing holds harmless, and indemnity obligations shall only apply to any such causes of action, damages, costs, expenses, or other obligations which are covered and recoverable from ERO's insurance. The City agrees to indemnify and hold harmless ERO, its officers, principals, consultants, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by negligent acts or omissions in connection with the Project and this Agreement committed by the City, its agents, and consultants or anyone engaged by the City who is legally liable.

Termination: Either the City or ERO may terminate this Agreement with or without cause by giving fourteen (14) days' written notice to the other party. In such an event, the City shall pay ERO in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements.

EXECUTION OF PROPOSAL

If acceptable, please sign and return one copy of this Services Agreement to ERO. ERO appreciates the opportunity to provide this services agreement proposal and looks forward to working with the City of Edinburg. Please feel free to contact us should you have any questions or comments regarding this Agreement. Thank you for the opportunity.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "BG", with a stylized flourish at the end.

Brian Godinez, Principal
ERO Architects

City of Edinburg

Signature

Date

Tomas Reyna, Assistant City Manager

EXHIBIT “B”

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND GOERO INTERNATIONAL,
CITY OF EDINBURG	§	LLC. DBA ERO ARCHITECTS FOR
		PROFESSIONAL ARCHITECTURAL SERVICES
		PURSUANT RFQ NO. 2024-008

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and **GOERO International, LLC. DBA ERO Architects** (hereinafter "Consultant"), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Architectural 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 Architectural services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform professional architectural 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:

Address
City, State Zip Code
Attn.: Contact

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII **SUCCESSORS AND ASSIGNS**

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

SECTION XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

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

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of Aug. 2024.

CITY OF EDINBURG:

BY: _____

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

ATTEST:

BY: _____

Clarice Y. Balderas, City Secretary



APPROVED AS TO FORM:

BY: _____

Josephine Ramirez Solis, City Attorney

GOERO INTERNATIONAL LLC. DBA ERO ARCHITECTS

BY: _____

Brian A. Godinez
Principal/CEO
135 Paseo Del Prado, Suite 58
Edinburg, Texas 78539
Phone: (956) 655-4655
Email: bgodinez@goero.com

Attachments: Exhibit "A" RFQ 2024-008, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND GOERO
INTERNATIONAL LLC. DBA ERO ARCHITECTS FOR PROFESSIONAL
ARCHITECTURAL SERVICES PURSUANT TO RFQ NO. 2024-008**

ERO ARCHITECTS for the CITY OF EDINBURG

Architectural Services

RFQ #2024-8 / Due: July 16, 2024 / 3pm CST



ERO
ARCHITECTS



EDINBURG ARTS & CULTURAL
EVENTS CENTER
City of Edinburg



NEW
PARKING GARAGE
City of Edinburg

135 Paseo Del Prado, Ste 58 | Edinburg, TX 78539 | 956.655.4655 | goERO.com



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1. TRANSMITTAL LETTER

July 16, 2024

Mr. Mardoqueo Hinojosa, PE, CFM, CPM, City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Re: RFQ 2024-8 Architectural Services Rotation

Dear Mr. Hinojosa:

ERO Architects (ERO) is pleased to present the City of Edinburg (City) with our professional service qualifications to assist your architectural needs on a rotation list. Our staff is interested and excited about the possibility of continuing to work for the City of Edinburg and wholly committed to serve your needs. ERO will work with City leadership and department heads to ensure the best interests of the City are met by providing competent services and staff. **ERO has several on-call clients and has the experience and ability to quickly ramp up our services and team for small or large projects with fast-track schedules.** ERO has a staff with superior background, training, qualifications and licenses to meet all the requirements of the scope of services requested. ERO abides by all mandated federal and state facility requirements.

ERO is familiar with Edinburg projects and has served as the architect-of-record for the City's ACE building, Downtown Parking Garage and Retail Center and the Police Department's Training Facility. Other projects ERO is currently involved with are the Hidalgo County Courthouse replacement building, as well as several other Hidalgo County, Edinburg CISD and UTRGV buildings in Edinburg. We believe the City always seeks cost-effective, functional and durable municipal facilities, a commitment we share with the City. We are knowledgeable about how city government operates, and we know it is important that all parties "be on the same page" as any important project gets underway. Our design team will analyze sites and programs in order to present plans that reflect local conditions, environments, and cost challenges while considering safe and seamless movement within and outside the facilities. With our vast experience of local area projects, ERO has gained valuable work insight and knowledge such as:

- Facility requirements, operations and maintenance expertise.
- Familiarity with the geographical area and facilities of the City of Edinburg.
- Familiarity with the City's design standards and codes.
- Proficiency with area permitting processes and procedures.
- Successful working relationships with local area sub-consultants and contractors.
- Public involvement strategies for project transparency and awareness.

ERO principals live in Hidalgo County and have first-hand experience with planning, architectural and engineering and communications services suitable for the City. **We are a local company with our office in Edinburg just a few minutes away from downtown Edinburg.** We understand the Lower Rio Grande Valley public-sector fiscal demands having completed more than 320 projects in the region. ERO's planning and design team have planned, programmed, designed and/or construction administered several RGV municipal building projects including two city halls, two fire stations, four police stations, two office buildings, four events centers, two mechanic shops, one parking garage, one land fill scale house and two city parks.

We are particularly proud to be the architect-of-record for the new City of Weslaco public safety complex, City of Mercedes police department building renovation, new San Juan city hall/transit terminal building, new fire station, PD facility expansion, new park and recreation center, and the recent modernization of Pharr's city hall. Past municipal projects include the McAllen Performing Arts Center, and the new Brownsville Public Utility Board's Service Yard and new four-story Annex Building. **We are renowned for meeting project objectives with realistic programs that match budget expectations and strive to deliver on Edinburg's promise of good tax dollar stewardship.**

What sets us apart from other professional services firms is our holistic approach to each project. Our clients are strategic design partners during each phase of the project. The result: design solutions that meet or surpass client needs and expectations. ERO believes that high-quality communications and documentation lead to better project outcomes and costs. We know that when all partners and disciplines are involved throughout the entire design process, designs become more pragmatic, economical and delivered on time.

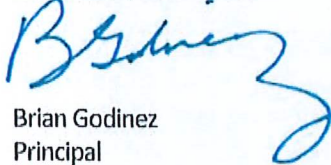


ERO
ARCHITECTS

1. TRANSMITTAL LETTER

We have searched online for addendums to this RFQ and have not found any, but if we do, consideration of their content will be included in our statement of qualifications. I am the primary contact for Edinburg projects and all correspondences serving as the Principal-in-Charge, as well as Edgar Villanueva, AA. I am responsible for our statement of qualifications clarifications and authorized to bind the firm to a contract. We are located at 135 Paseo del Prado, Suite 58, Edinburg, Texas, 78539. My email address is bgodinez@goERO.com. My contact phone number is 956.655.4655 and fax number is 956.322.3733. ERO is HUB and MBE certified and we remain committed to using subconsultants who are local. We look forward to continue serving the City of Edinburg. Thank you for the opportunity.

Respectfully submitted,


Brian Godinez
Principal





2. FIRM QUALIFICATION AND EXPERIENCE

OFFICE LOCATION, INFORMATION & CONTACT	
NAME OF FIRM	goERO International LLC
DBA	ERO Architects
OFFICE LOCATION	135 Paseo Del Prado, Ste 58, Edinburg, TX 78539
PHONE/FAX	956.655.4655 / 956.322.3733
FIRM STRUCTURE	Limited Liability Company as C-Corp
YEARS IN BUSINESS	23
YEAR LLC FOUNDED	2013
FIRM PRINCIPALS	- Brian A. Godinez, Principal/CEO - Octavio Cantú, Jr., Principal/COO
PRIMARY CONTACT	Brian A. Godinez, Principal/CEO 956.655.4655/bgodinez@goERO.com

FIRM EXPERIENCE AND HISTORY

ERO is a Texas-based, multi-disciplinary architectural and engineering firm specializing in public-sector design. Originally established in 2001, ERO focuses on creating municipal facilities that are durable, cost-effective and create pride within the community. On December 13, 2013, Eli R. Ochoa, PE, AIA formed goERO International LLC dba ERO Architects with two of his long-term coworkers; Brian Godinez and Octavio Cantú, Jr., AIA, NCARB. ERO is 100% Hispanic-owned and HUB-, MBE- and DBE- certified. Eli retired February 29, 2024.

ERO is headquartered in Edinburg and the staff who will be working on City of Edinburg projects primarily office and live in the Edinburg area. A highly diversified, professional team manages ERO with the leadership possessing more than 200 years of combined experience in planning, architecture, structural engineering, construction and communications.

Our staff of 25 highly skilled individuals is comprised of six licensed professionals and 11 associate architects, one structural engineer, two interior designers, three visualization specialists and one Autodesk Revit certified professional. **Our workload occupies about 75% of our capacity. ERO has the flexibility and capacity to assign part-time staff to Edinburg projects that may be smaller in scale and scope.**

Many of our projects are located in dense urban environments and were operating during construction. Projects such as these as well as many renovation projects have given us in-depth experience with design challenges, occupied buildings, phasing, staging, fast-tracking, high-quality construction documents and the standards and codes making us a smart choice.

Today, ERO is an award-winning architectural firm with major successes in modernized, renovated and re-purposed spaces that deliver flexible environments supporting community needs. We designed the LEED Gold, Texas State Technical College University Center joint-use facility for graduate student studies. Since 2011, we have won 16 awards. The most recent is 2017 Architectural Firm of the Year from Allied General Contractors Lower Rio Grande Valley.

Regarding our quality of work, Chuck Smith, PE, Fiscal Initiatives & Capital Projects at San Jacinto Community College, publicly commented, *"ERO understands structural and construction concerns better than most other firms, while still exhibiting excellent design sensibilities."*

ERO completed more than 320 public-sector projects comprising more than 10,000,000 total square feet. In the last five years, our accomplishments include the design of the new Edinburg ACE and Downtown Parking Garage facilities, Brownsville PUB new Utility Service Center and new Annex building. We have designed city halls, public safety buildings, performance and events centers and other city facilities for McAllen, Edinburg, San Juan, Pharr, Mission, Mercedes, Weslaco, Brownsville, Combes and Port Isabel. We are currently working on several Hidalgo County and Edinburg CISD facilities.



The firm offers project management, full-service architectural and engineering services, interior design, community engagement, master planning, programming, feasibility studies and facility assessments, 3D modeling, visualization and renders, cost estimating, code compliance, preparing specifications, 3D scanning and construction administration. We find these additional services, a detailed list which follows, provide the client a much more cohesive project:

- Facilities Assessments
- Master and Facilities Planning
- Bond Planning
- Bond Strategies and Community Engagement
- Pre-planning
- Community Engagement
- Programming
- Conceptual Design
- Schematic Design
- Design Development
- Construction Documents
- Structural Engineering
- Roofing Design
- A350 Revit 3D Design and Engineering including Point Cloud Data
- Cost Estimating
- Code Compliance
- Specifications
- Bid Preparation and Negotiations
- Contractor Selection (or CM@R collaboration)
- Construction Administration
- Warranty and Close Out

ERO ADVANTAGES AND UNIQUENESS

- Public sector focused with more than 320 projects successfully completed since 2001.
- Familiarity with the geographical and environmental Edinburg area, including downtown.
- Thorough knowledge of municipal planning, design, construction, finance and fiscal constraints.
- Proficiency with Edinburg ordinances, environmental issues and local permitting processes and procedures.
- Familiarity with municipal and government facility design standards, specifications and codes.
- Experience in the preparation of bid packets to meet all city of Edinburg requirements.
- Understand Edinburg facility requirements, operations and maintenance expertise.
- Successful working relationships with Edinburg-area consultants and contractors.
- Earned several regional and national design and construction awards during the past several years.
- Culturally connected design (embed the best of the Edinburg community into the fabric of our cultural designs).
- Award-winning, sustainable and durable designs.
- Certified 100% minority-owned firm: HUB, MBE, DBE & SBE certifications.
- Local-owned firm with principals and staff proud residents of the Edinburg-area.

STAFFING APPROACH

ERO's methodology and hierarchy of our projects is centered on a strong and ongoing collaborative effort among the City's staff representatives and all design team members and partners, led by Octavio Cantu and Edgar Villanueva. This team has the experience needed for the design of on-call projects. ERO is comprised of a capable, best-in-class team that works its way down the chain of command from the project architect to the project manager and the design and production team; along with our consultants. The meetings serve as a forum for sharing ideas and building on design concepts. Issues are discussed and resolved through collaboration. The meetings assist in keeping lines of communications open between the project team displayed below and with City staff and stakeholders. ERO has the flexibility and capacity to assign part-time staff to Edinburg projects that may be smaller in scale and scope.

PHILOSOPHY

ERO has a philosophy of measure twice and cut once. We make it our priority to understand the scope, Owner values and requirements, community needs, and costs of our projects, before any design ever begins. We know that relationships foster success and they are built around people using a high degree of listening and collaboration—two values stress adamantly at ERO. We emphasize responsiveness, creativity, collaboration and innovation in design as well which are fueled by communications and high-powered technology. We use the following steps to ensure full understanding of the project and process for successful coordination:

- Understand the needs, requirements and costs of the project before design ever begins (alignment of attributes, timing and capital constraints at the same time)
- Delineate an explicit record of stakeholder expectations (client acknowledged)
- Account for risks as a part of cost estimating in the programming phase
- Apply quality management principals
- Verify the Design Team's understanding of philosophy and expectations.
- Verify the Design Teams' understanding of current design standards, guidelines and codes
- Revisit the project status against the project plan during weekly meetings, at project milestones and at the end of each phase
- Collaborative design (holistically) throughout the project
- Engage the advanced aspects of Autodesk BIM and Revit 360 to improve the project quality.

PROJECT APPROACH

We follow an established management plan that has mutually agreed on milestones throughout the project schedule. Formal meetings and reviews occur at those milestones. Informally, for the client, the Feasibility/Design Team meets weekly to discuss issues, advance concepts, test adherence to the plan and seek and



solve problems. All meetings are documented and the findings or minutes are posted for 24/7 access on Owner InSite.

We see ourselves as tasked with the heavy-lifting, hired based on our technical experience and ability to coordinate a large team of consultants. We are responsible for specific tasks including checking the existing plan for issues, working with county agencies to achieve zoning and code compliance, and implementing the filing strategy, informing all parties including developers and financial backers of progress and delays during the build-out, and creating all of the construction documents.

The most important way to make a project a success is to embrace the collaboration and build long-term relationships with other professionals in the field.

ERO believes that the most important factor to consider in accomplishing this project is to maximize the scope and quality in order to give the greatest value to City of Edinburg.

Achieving a project on time and on budget is fueled by our practiced innovation. Early decisions affect the quality of outcomes so these elements are revisited and refined, if necessary during every phase throughout the development process. Risks critical to cost containment are identified as well as possible solutions. Problem seeking is a technique used during every phase of the project.

The planning approach can generally be organized into basic fundamentals. While these components are organized and discussed in a particular sequence, it is important to understand that they all are closely intertwined and generally overlap in sequence.

- City of Edinburg values and measures of success
- Determining the Need
- Seeking an Optimum Facility Program Mix
- Building a Project Cost Model
- Develop a Financing Approach and Plan
- Create an Implementation Plan.

MANAGEMENT PLAN

ERO has a proven workflow process from feasibility/planning to programming to warranty assistance and close out. ERO's methodology is centered on a strong and on-going collaborative effort among the client's representatives and all design team members and partners. The process results in a comprehensive understanding of the design goals and fully addresses form, function, cultural aspects, budget and schedule. Other results of the collaborative effort are:

- Collection of all relevant data
- Joint development and understanding of operating parameters
- Common definition of project needs and values
- Meaningful metrics to measure success, iteratively and cumulatively; and,
- Accurate and timely conveyance of the architectural challenges and optimum solutions.

ERO develops a project management plan for each project. We establish clear lines of authority, roles and responsibilities for task delivery. Similarly clear lines of communication provide complete information exchanges and rapid responses to inquiries, questions, comments and project needs. Our management team maintains constant and frequent contact with the client to ensure the engagement during all phases of design and has full understanding as the process unfolds.

We are comprised of a capable, best-in-class team that emphasizes responsiveness, creativity, community collaboration, innovation and performance. Our firm's public-sector focus has given us a deep understanding of clients' needs and gives us the expertise needed when helping them develop a strategy for their capital program. The team's commitment to quality stems from our emphasis on pride of performance.

Quality assurance and controls procedures are designed into all processes to ensure that each discipline and each project phase—from design through construction—are coordinated, complete and technically accurate.

Whether the project is large or small, ERO's time-tested approach is applied consistently to integrate our best practices for use by all staff and working environments. The basic tenets of our approach are applied to programming, cost estimating, design, visualization, production, structural engineering, interior design, construction administration, close out and warranty assistance. ERO uses communication and technology-supported decision-making procedures, always revisiting progress and providing documentation.





All partners are kept informed of progress at weekly meetings. The meetings serve as a forum for sharing ideas and building on concepts. Issues are discussed and resolved through collaboration. Outstanding issues are logged and tracked until resolved. Meeting minutes are distributed within 24 hours and available on Owner InSite. The minutes not only record decisions but all the reasons leading up to the decisions. The meetings assist in keeping lines of communications open, build a sense of efficacy and maintain the trust in the relationship. All information is available online on a 24/7 basis.

PROJECT ORGANIZATIONAL APPROACH

ERO's approach for architectural and engineering services is the culmination of many years of experience and training. Success in any endeavor comes from the application of our experience and training. ERO's approach and best practices are principles that are applied consistently and integrated into all staff and working environments. The basic tenets of our approach are applied to programming, cost estimating, design, visualization, production, structural engineering, interior design, construction administration and warranty assistance and close out.

ERO uses communication and technology-supported decision-making procedures, always revisiting progress and providing documentation. Each project begins with four core principles to guide ERO toward consistent and successful outcomes:

- **Communication**—Clear and open communication is the first priority. Without this, nothing else is possible. Good communication is getting the right information to the right people at the right time. Use technology to provide immediate and continuous access to information.
- **Integration**—Optimize working practices, methods, and behaviors to get maximum value. Create a culture where the team is able to work together and share and build on one another's successes.
- **Interoperability**—Build practices to capture all information and share it to avoid repetition.
- **Knowledge**—Capture everything in dependable archives. Use real-world rules about how things relate to each other to improve efficiency. Use knowledge to eliminate the mundane and speed up critical decisions. Pay attention to the details. Record information to confirm decisions or to create future value.

BEST PRACTICES

ERO sees best practices as an integrated practice requiring new skills in communication and collaboration with all partners at all stages and levels and working together to define mutually beneficial objectives while increasing value. The basis for communication and collaboration is data. ERO has the technology and processes for capturing and converting the data into practical business intelligence. ERO is a collaborative organization. All partners are kept informed of progress at weekly meetings. The meetings serve as a forum for sharing ideas and building on concepts. Issues are discussed and resolved through collaboration. Outstanding issues are logged and tracked until resolved. Meeting minutes are distributed within 24 hours and available on Owner InSite. Also, minutes not only record decisions but all the reasons leading up to the decisions. The meetings assist in keeping lines of communications open, build a sense of efficacy and maintain the trust in the relationship.

Our technology is shared by our partners resulting in Autodesk containing all building systems, quantities and materials as well as all information from various design versions. Navisworks is run to help identify any clashes. We find that when all disciplines are involved throughout the design, particularly early on, the designs become more pragmatic and economical as well as avoiding large design alternations or change orders. It is during these meetings that discussions on quality, timeliness and budget occur.

The client, building occupants, and operation and maintenance personnel re involved to contribute each's understanding of how the building and its systems will work for them once they occupy it. The fundamental challenge of "whole building" design is to understand that all building systems are interdependent.

FEASIBILITY/PLANNING

With every project, ERO is mindful to design what the Owner needs and wants at the cost agreed on. Our holistic/collaborative approach, programming process and innovative solutions make this happen on every project. Projects such as these as well as many renovation projects such as the Pharr City Hall interior remodel have given us in-depth experience with dense urban environments, design challenges, occupied buildings, phasing, staging, fast-tracking and the standards and codes we need to be a smart addition to your team.

ERO's approach for architectural and engineering services is the culmination of many years of experience and training. Success in any endeavor comes from the application of our experience and training. ERO's approach and best practices are principles that are applied consistently and integrated into all staff and working environments. The ERO team begins the planning by assessing needs from two approaches. The first approach is the physical evaluation and the second approach is evaluating space uses and adequacy. Then ERO creates concepts using the as-





assessment information and through various meetings with the City staff. ERO uses Programming Principles and creates a living document for each and every campus to follow.

ERO is experienced at leading the assessment, development and implementation of effective strategies to make a compelling presentation of the evidence of need to engage your community and win its support. The steps we go through encompass:

- Involvement of interested parties in the definition of the scope of work prior to the design effort for research
- Establish goals
- Gather and analyze relevant data early in the process so that the design is based upon sound decisions including how the facility functions, site considerations and sustainability targets
- Identify applicable codes, standards and risks
- Determine quantitative requirements
- Iteratively review to determine whether the plan remains within budget
- Finalize a plan for Owner approval.

COMMUNITY ENGAGEMENT

ERO feels so strongly about the need for collaborating with community stakeholders that we maintain professional staff for community engagement. The greater the cultural relevance of a project, the greater the community support for the expenditure of public monies and the leadership decisions. ERO sees its role in working with community committees to professionally lead discussions, presentations, charettes, focus groups and the like to gather input and gain understanding and support for master plans and design concepts leading to programming and schematic designs. We feel it is important to keep the community informed throughout the entire process until close out. During contracting, ERO works with City leaders to define ERO's exact community engagement role for the project.

PROJECT STARTUP – INITIAL REVIEW PROCESS WITH ADMINISTRATORS AND STAFF

- Defining the project vision
- Clearly identify and define the goals of the vision with a kickoff/visioning session with stakeholders including:
 - Confirm the project vision and overall goals.
 - Identify the type of data to be collected and the collection method/approach
 - Articulate the format and content for reporting
 - Discuss the structure and security of the data
 - Develop a Site-Specific Project Master Plan
 - Refine the lines of communication to the leadership and staff to the community.

PROJECT LAUNCH AND BACKGROUND DATA VERIFICATION

- Verifying existing data on location of new facility
- Develop master plan for facilities
- Couple Specifications and with Design Standards along with the building assessments to create the basis for a written draft of a concept.
- Determine the safety, structural, mechanical and code compliant issues. Define physical scope through the development of a matrix with estimated cost values for leadership decisions
- Review and determine the goals and adequacy with the greatest amount of flexibility to address multiple approaches to the delivery or evolving civic, public safety needs
- Review and update (or create) a set of design standards through a collaborative process.

QUALITY CONTROL

We believe that quality assurance and control procedures are an integral part of the design and production process to find and correct errors before the design goes to the field. Quality concepts are designed to ensure that each discipline and each project phase—are coordinated, complete and technically accurate. The planning team, from creation of the Design Standards to document development, strive for the highest quality control / quality assurance of all documentation. This protects the City's financial interests by minimizing the risk of programming cost extras and delays.

PLAN TO UNDERTAKE THE SCOPE OF WORK

ERO uses a proven strategy to guide the feasibility and planning resulting in a municipal complex Master Plan. The Master Plan is a compilation of information, policies and statistical data about municipal spaces. The Master Plan is a "road map" organized to provide a continuous basis for planning that address and meet the requirements of an ever changing and future-focused demands of public spaces. Health, Safety and Security is the top priority in designing new buildings, followed closely by flexible and right-sized spaces.

PROJECT PROGRAMMING

Our holistic approach to every design project sets us apart in our industry. We view our clients and members of the community as design partners during each phase of a project. We believe their input and influence are critical to the success of our projects. The result: design solutions that meet or surpass client's needs and expectations.

ERO is a collaborative organization. Early in the pre-design process ERO, as directed by City of Edinburg will engage the community and other stakeholders to hear about views, expectations and concerns. Our photo-realistic renders will act as validation of our interpretation of their design expectations.

Programming is the research and decision-making process that identifies the scope of work to be designed. We approach program-



ming as a client management process that is focused on problem seeking which ultimate solution provides a cost-efficient solution for the long-term arrangement, appearance, harmony, functionality and location of buildings or additions. The solution also finds the best way for staff, students and the community to experience, access and use the buildings. The aim of programming is to provide a single, clear roadmap for all project partners to use in successful project delivery.

Additionally, ERO has in-house staff and experience to perform a needs analyses, facility assessments, photo realistic 3D renders, spatial concepts, interior design and structural engineering. Our design team participates in the programming process to ensure as many risks as possible are identified such as site adequacy and costs are as close to actual as possible. Prior to any design ever beginning a clear-cut program is detailed and approved by City of Edinburg.

ERO is experienced at leading the assessment, development and implementation of effective strategies to make a compelling presentation of the evidence of need to engage your community and win its support for a bond proposal. The steps we go through encompass:

- Involvement of interested parties in the definition of the scope of work prior to the design effort for research.
- Establish goals
- Gather and analyze relevant data early in the process so that the design is based upon sound decisions including how the school functions, site considerations and sustainability targets
- Identify applicable codes, standards and risks
- Determine quantitative requirements
- Iteratively review to determine whether the plan remains within budget
- Finalize a plan approved by the client.

ERO is a collaborative organization. Our technology is shared by our partners resulting in Autodesk containing all building systems, quantities and materials as well as all information from various design versions. Navisworks is run to help identify any clashes. We find that when all disciplines are involved throughout the design, particularly early on, the designs become more pragmatic and economical as well as avoiding large design alternations or change orders. It is during these meetings that discussions on quality, timeliness and budget occur.

The client, building occupants, and operation and maintenance personnel re involved to contribute each's understanding of how the building and its systems will work for them once they occupy it. The fundamental challenge of "whole building" design is to understand that all building systems are interdependent and to deliver a building tailored to the people who use it.

INNOVATION

For all ERO projects, the project is scoped through programming. Achieving a project on-time and on-budget is fueled by our practiced innovation. Early decisions affect the quality of outcomes so these elements are revisited at every stage through the development process and refined. Risks critical to cost containment are identified as well as possible. Many risks are classified as known unknowns. It is an iterative, integrated and collaborative process that uses innovation to solve challenges. ERO is superlative at 3D structural modeling. Modelers construct existing buildings, partial structures or proposed buildings in a computer model and evaluate the design for performance and serviceability. To deal with complexity ERO uses 3D finite element modeling to obtain practical and economical solutions. Irregular geometry, large openings in walls or floors, and even concrete crack widths can all be modeled and analyzed for deficiencies or verified against applicable building code. The current conditions and performance of existing structures can be as studied, observed, and investigated.

The interchangeability of Revit 3D models to ERO's 3D structural modeling software packages expedites changes in geometry, load conditions, and detailing. BlueBeam Revu allows collaboration real-time. ERO is fully equipped and power users of the latest BIM 360, rendering and computing technologies. The team uses an extensive integrated IT system to facilitate all design, production, documentation, whether local or long-distance. ERO staff have gained valuable expertise in engaging talented minds to work collaboratively in creating innovative solutions for highly complex, multi-faceted, and often first-of-their-kind projects.

PROBLEM-SOLVING

Our approach to problem-solving begins with problem seeking and asking what-if questions. Problem-solving is a technique used during every phase of the project and is an activity at our weekly design team meetings. Peers ask what-if questions and question whether the design is optimal or can be improved. For example, in order to reduce overall construction costs (and footprint), all Seguin High School academic classrooms were placed under one roof— four stories high. Lack of as-builts for the renovated area was solved by applying the use of a 3D Scanning tool (laser scanner) which produced accurate building systems information faster and less costly than a manual inspection.

TECHNOLOGY FOR ACCURACY AND SPEED

When Autodesk Building Information Modeling (BIM) became available to architects in 2010, we were quick to adopt the new platform seeing the benefits that the new Autodesk Revit software would bring to the firm and to its clients. ERO was one of the first architectural firms in Texas to make the investment and transition from the old way of doing things, via AutoCAD, to the new way, via BIM. BIM has become a powerful tool that has revolutionized the drawing production process. It enables ERO to look at 3D views



2. FIRM QUALIFICATION AND EXPERIENCE

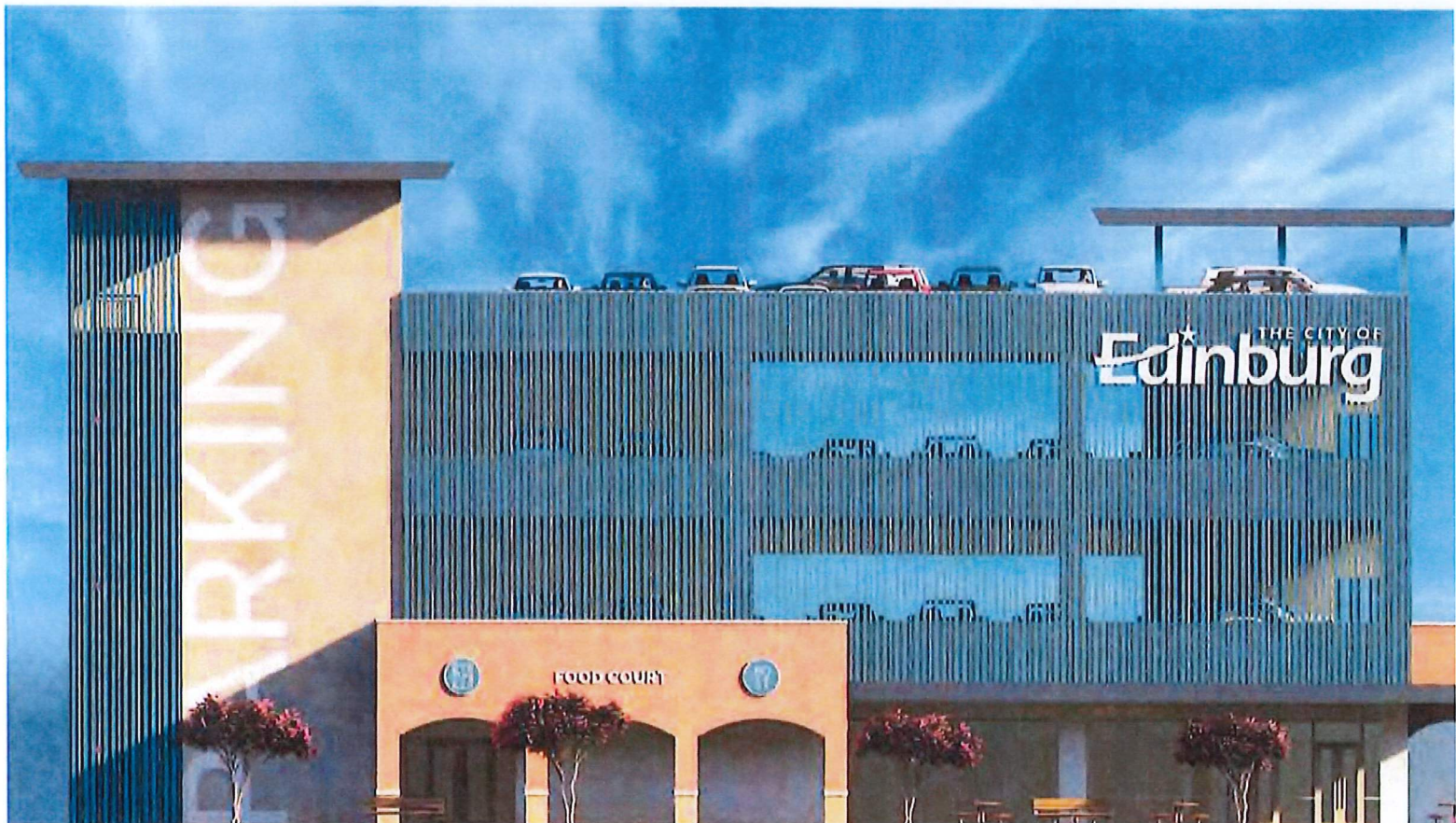
of the project, refine the design to make it more efficient, and isolate sections, structures and systems. Our employees are all Autodesk Revit, AutoCAD user. On staff we have some of Texas' few Autodesk Revit Architecture and Autodesk Revit Structural Certified Professionals and serve as a testing community.

With BIM 360 utilization on over 40 recent design projects, ERO strengthens workflow in the design, detail, production, coordination and submission processes. All project participants are able to access the design and construction information in a single database to collaborate and efficiently manage all disciplines involved in the process and reduces the likelihood of additional costs.

ERO staff are fully-equipped and are power users of state-of-the-art design and information software and hardware technologies. BIM-based workflow allows all project participants to access the design and construction information in a single database. BIM project success provides the operations and facilities team with tools that enable end-users to analyze space-related data, life-cycle data, preventative maintenance scheduling, and perform cost needs analysis. A BIM-based approach allows ERO and its team members to collaborate and efficiently manage all disciplines involved in the design process. We use Navisworks to identify systems clashes to eliminate design errors and coordinate system performance.

By working on a BIM database all disciplines have the opportunity to make sure that information is accurate and coordinated to reduce the likelihood of additional costs to the end user. Furthermore, our technology facilitates the production of documents, coordination of all drawings and design documents relating to the design and coordinated across disciplines.

We use an extensive, integrated IT system to facilitate all production and documentation work for all types of facility projects. Most design and all construction documents are produced in-house using the latest software applications: Autodesk Revit, AutoCAD and SketchUp. Besides the Microsoft Office Professional Suite and ArchiOffice, many of the ERO computer workstations and notebooks are equipped with Adobe Photoshop CS6 Design Suite software applications for professional graphic design and presentation. ERO uses a 3D printer to produce large physical scale models that help improve communications among owners and stakeholders. Additionally, our structural engineers use technology to improve design accuracy in replicating actual building performance. We are power-users of RISA-3D, RISA-Foot, SAFE 2014 and EnerCalc as well as our own in-house programmed macro-enabled Microsoft Excel spreadsheets to accelerate calculation computations. We perform forensic analysis and model concrete cracks, foundation settlement, vibration of floors and building sway and perform seismic analyses.





Today's environment is different. 3D scans and modeling are not just for something nice to have and fun; they now become the working drawings which make field work so much more accurate and save so much time. We can compare our designs against the contractors' programs and get quicker feedback on possible problems before a single spade of dirt is turned.

ERO's 3D modeling capabilities help ensure that the needs of the owner, for any building type, are possible from the outset and not just done with a guessing game where costly disappointments can occur later in the projects.

QUALITY MANAGEMENT

PROJECT QUALITY MANAGEMENT PLAN

Our Quality Management Plan (CMP) is designed for three key desired outcomes:

- Improving project outcomes by making confident decisions and reducing errors.
- Maintaining one repository for project information so that current information is available to all team members from anywhere and at any time.
- Sharing and managing the development of the design, construction drawings, documents and models for viewing and markup by all team members.

We accomplish these desired outcomes by hosting our Revit 2020 project models and information in a single cloud-based Autodesk BIM 360 Docs platform. This allows the team to easily control and transfer project information from initial design to final construction. Our workflow is centered on three key tenets of operation designed to keep the client, designers and constructor informed and engaged throughout the design and construction processes. These outcomes are: Information Management, Design Review and Document Control.

INFORMATION MANAGEMENT

Information Management keeps the entire team informed and in sync by utilizing a standard and structured approach to document management. Using our BIM 360 Docs platform we can manage and control the sharing and access of documents, models and drawings throughout the project's development in real-time. The following flowchart shows how information is loaded and made available to project parties. (See Fig. 1)

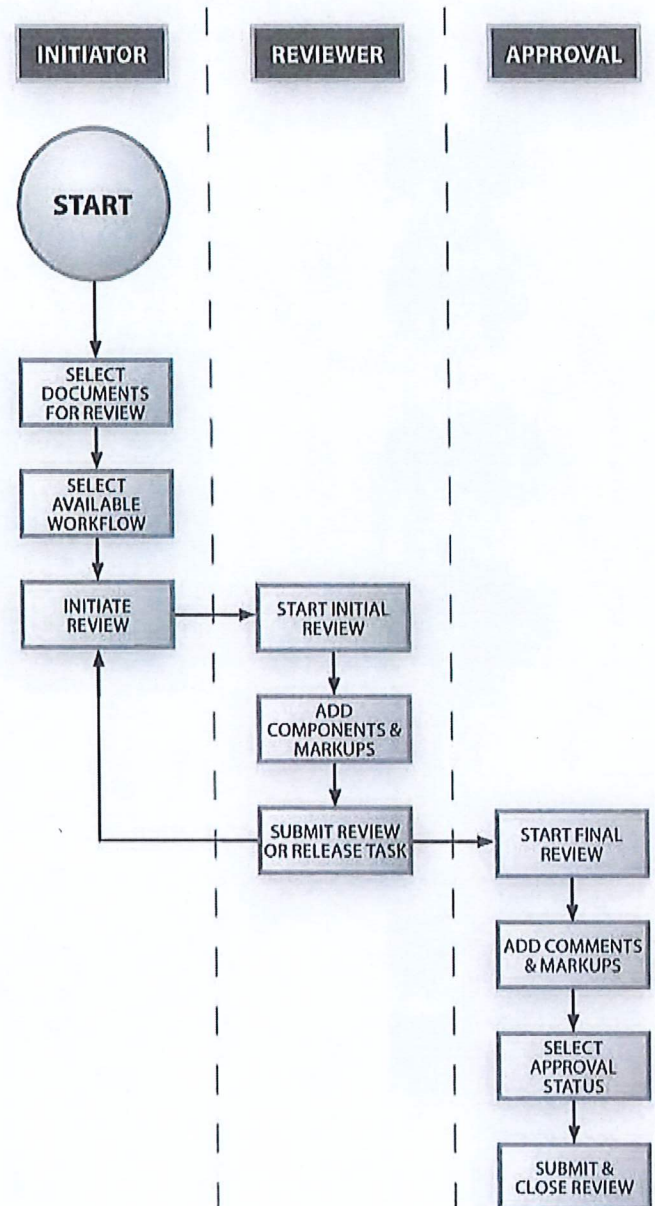


Fig. 1



DESIGN REVIEW

All team members, client, designer and constructor, get real-time access to every 3-D model, drawing and document to ensure that information is accurate and complete prior to the start of construction. With anywhere and anytime access of the platform, individual team members are afforded the opportunity to review and comment utilizing collaborative tools that support viewing, commenting and comparing design versions and revisions in real-time sessions. The following flowchart shows how information is initiated, enabling it to pass to reviewers and through approval. (See Fig. 2)

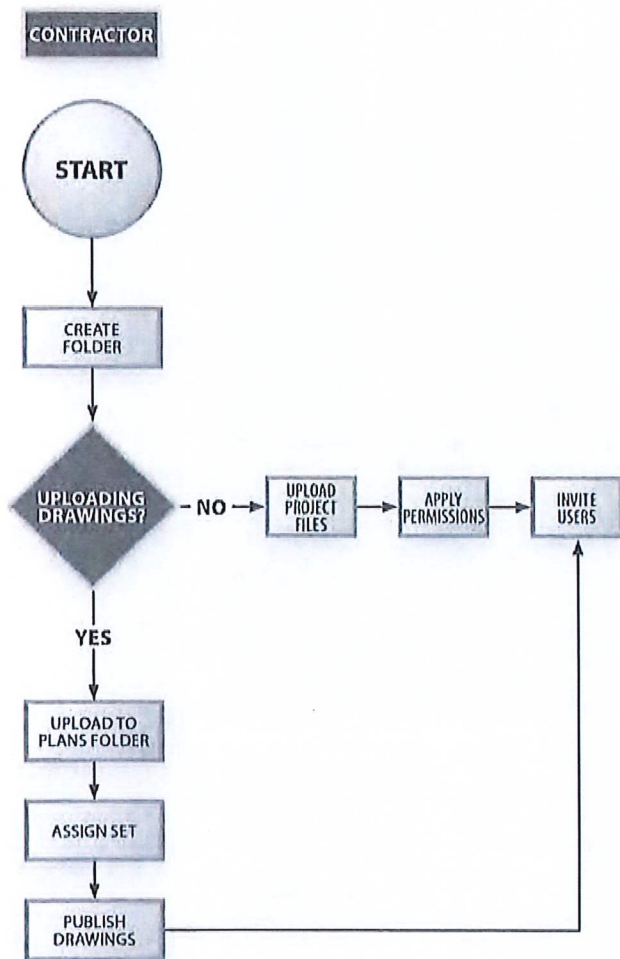


Fig. 2

DOCUMENT CONTROL

Our Autodesk BIM 360 Docs platform improves project controls for communication, visibility, tracking and management of project processes such as Requests for Information (RFIs), Shop Drawing Submittals (Shops), Change Proposal Requests (CPRs), Construction Change Directives (CCDs), etc. to help ensure the flow of information to meet our contractual obligations. The quality management platform will keep team members on-track with a structured approval process, tight permission controls and activity tracking. The following flowchart shows how information moves forward through changes and tracking those changes to the documents. (See Fig. 3)

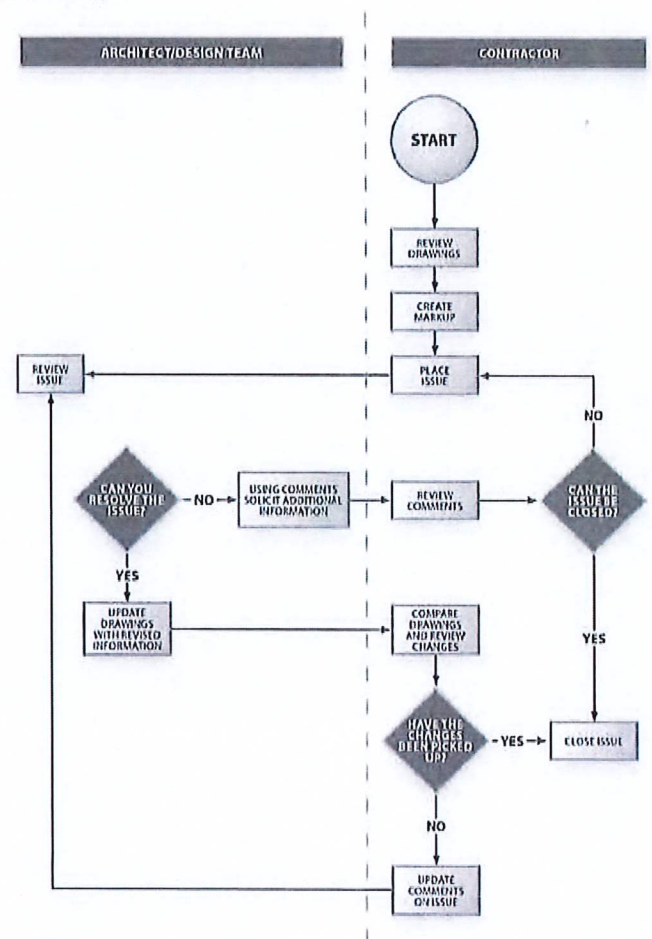


Fig. 3

Our goal is to keep the client, constructors, engineers and architects fully engaged and integrated throughout the entire design and construction process. The QM process is continuous from contract start to construction finish. It is never handed off from one partner to another nor has start and end dates passing from one phase to another. To that end, our documents are available to the client and client representatives, all design partners and for the design-build project to the contractor for whom we work at all times. All parties are encouraged and welcomed to comment at any time throughout the processes. For example, engineers collaborate



during weekly design team meetings and inspectors in the field have tablets available to compare construction documents with the actual construction work. As the architect, ERO is responsible for acknowledging, addressing, tracking and resolving all quality issues brought out through the QM processes.

In addition to the on-going QM process the client is formally engaged in the QM process as delineated in the contract. These formal engagements are generally the milestones and deliverables. The client-approved project schedule provides time for reviews, subsequent alterations and Board approvals to move forward to the next phase.

QUALITY MANAGEMENT PROCESS

A description of the quality management process for design and construction phases Quality Management (QM) is an ongoing process and there is a plan for each phase. Ultimately, the QM program encompasses achieving functional and programmatic expectations and avoidance of project changes during construction. QM becomes an integral part of the development of the project by setting goals and expectations up front and following through with quality reviews. Each of our team members is committed to the QM program and empowered to act in the best interest of the project which results in highly successful projects. The first formal QM phase begins at the project's inception and proceeds through the completion of Conceptual Design.

The second phase follows immediately thereafter and continues at select intermediate submittal stages through the final acceptance of the construction documents. QM concepts are designed to ensure that each discipline and each project phase—from design through construction—are coordinated, complete and technically accurate. Construction documents, when carefully executed, provide for accurate bidding and construction by the design-builder. The QM approach protects the client's financial interests by minimizing the risk of construction cost extras and delays.

Octavio Cantú, AIA, as Project Architect & Senior Project Manager, is the corporate officer for QM Quality Assurance/Quality Control (QA/QC) processes for the ERO team. Octavio manages the QM process and ensure that experienced senior employees provide input, and coordinates input from all project partners and consultants. The staff uses check lists to ensure all parts and tasks of the design process are followed.

PROGRAMMING, DESIGN & CONSTRUCTION ADMINISTRATION PROCESS

ERO seeks guidance from AIA for its project development process including the D200 Checklist and Integrated Design Process as well as following the AIA B101-2017 Architect-Owner contract document. These tasks include:

- Plan, manage and document all project meetings between the client and design team
- Analysis of Facility Program Objectives of scope cost and schedule
- Site and Facilities Visits to review existing conditions
- Schematic Design Phase
 - Preparation of sufficient "alternative approaches" or "design scenarios" for client review
 - Submittal of client approved design documents for review
 - Submittal of probable cost estimates
 - Coordination with client's selected Construction Manager (if CMAR delivery method is chosen)
 - Respond in writing to all client-provided review comments
- Design Development Phase
 - Continuation of SD into DD documentation and design refinement
 - Submittal of design documents and preliminary specifications for review
 - Coordination with client's Construction Manager to assist in developing the Guaranteed Maximum Price (GMP)
 - Submittal of probable cost estimates to review against the GMP
 - Respond in writing to all client-provided review comments
- Construction Document Phase
 - 60% complete construction documents for client review, and design team coordination
 - Coordination with Construction Manager and client for determination of construction phasing
 - Submittal of probable cost estimates
 - 100% complete construction documents for client review, and design team coordination
 - Submittal of probable cost estimates
 - Respond in writing to all client-provided review comments
 - Finalize Bidding Documents and any necessary Addenda (if CSP delivery method)
- Bidding and Proposal Phase (if CSP delivery method is used instead of CMAR)
- Assist client and Construction Manager by receiving and recording requests for bid and request for proposal documents.
- Assist in issuance of bid and RFP documents
- Preparation and accounting of addenda
- Attending pre-bid and pre-proposal conferences
- Respond to any inquiries and prepare needed documentation for clarification
- Assist in preparing and awarding multiple contracts.



PROJECT SCHEDULING

ERO is committed to staying within budgets by providing a well-thought out schedule with very specific tasks for staff and consultants, with submission requirements at set milestones. ERO develops a project schedule that responds to the design and construction demands, in consultation with all parties. Schedules indicate the start and end dates for each project phase and construction start and completion. Scheduling disruptions can occur during milestone reviews or with a change of project parameters. More likely, a delay occurs during construction with adverse weather or physical challenges. We anticipate and streamline this process as much as possible.

At the end of each phase, the schedule is reviewed and reconciled. ERO, historically, meets the work schedule during design by closely coordinating with the client (planning, designing, reviewing) and during construction by working closely with the general contractor (permitting, documents).

As we develop the schedule, we will seek input from the entire team to establish early deliverables during the schematic design, design development and construction document phases. For several recent projects, ERO maintained design schedules by providing advanced technology and manpower necessary to complete the construction documents within the scheduled time. During construction, ERO worked closely with the contractor to ensure that submittals, request for information, and general construction questions were answered in a timely manner.

As with the design schedule, construction schedules require constant review. Schedule compliance assessment is an integral part of every construction coordination meeting with construction staff, and detailed recovery plans are required from the contractor if "schedule slippage" is detected. All of this encompasses a collective effort to recognize problems early and implement corrective measures before critical construction delays occur. ERO makes substantial efforts to mitigate the risks of forces beyond its control and attempts to prevent avoidable delays because every aspect of the construction process contributes to the timely completion of construction. ERO's primary measure of schedule control is the vigilant and critical evaluation of the critical path and tracing of schedule information in the records log. We have delivered virtually every project on time that we programmed. Due to ERO's experience working with government projects, we have extensive experience in innovatively accelerating schedules.

COST CONTROL

Performing work within a specified budget requires vigilant cost control measures that begin with a clear understanding of the project scope. Communication with all stakeholders is critical during the initial phases of design to gain a thorough understanding of the scope and establishing clear programming parameters.

ERO estimates the project cost repeatedly throughout the design process. ERO updates the cost estimates five times; but at a minimum, estimates are developed at the completion of schematic documents, design documents and at 95% of the construction documents.

From the performance perspective, quality assurance is the first step in controlling costs. If personnel are functioning on schedule then delays and the attendant claims and change orders are minimized. ERO meets weekly to review progress and discuss any conditions that may adversely affect the budget. Members also bring cost saving design concepts forward for consideration. Together, we analyze systems and develop alternatives to meet the budget, program and requirements without diminishing the design quality and parameters. Cost-cutting alterations such as different materials, changing the footprint or eliminating such amenities such as a "porte cochere" are considered.

If something occurs of an uncontrollable nature, the project architect sits down with the client and options are considered and formally the scope may be changed. Regardless, any change to the budget receives full consensus and client approval before implementation.

Another cost control strategy is establishing correct and accurate estimates at the start of the project to set realistic expectations for the client. Currently we are experiencing fast growth which drives prices up and causes labor shortages. ERO tends to set cost estimates at the higher end of the cost range to avoid situations where the project falls outside of the client's budget. When estimating the cost for a project there are always unknowns. These uncertainties are risks to the project. The estimator may be aware of some of them based on past experience and can estimate the probable costs. The estimated costs are referred to by cost estimators as cost contingency.

ERO project budgets include escalation factors that are typically within 2–5% of the actual cost of the project when bid. This is a record of which we are proud. ERO develops estimates from detailed quantity takeoffs utilizing unit costs established from previous projects. Owners are always updated at the end of each phase of work. ERO strives to have bids submitted slightly lower than our anticipated probable cost of construction.



COST ESTIMATING

From a programming perspective and to mitigate the unpredictable costs of construction, ERO maintains a database of regional costs based on actual bids. We maintain relationships with area contractors, vendors and suppliers to obtain current costs. We track marketplace trends and understand the variability and relative supply and demand affecting materials and supplies purchase price.

We develop a document that describes the scope basis, pricing basis, methods, qualifications, assumptions, inclusions, and exclusions. The information is stored in our databases for reference, review and reuse. We refer to RSMeans' published city cost index. We use UniFormat and Cost Link in the estimating process. UniFormat estimating applies unit-cost data to building-system and component site elements. This systems approach uses a hierarchical structure of cost elements, beginning at Level 1 with basic systems, such as Substructure, Exterior Enclosure, and Interior Construction, and proceeding to successively more detailed subdivisions of these systems at Levels 2–5. The resulting levels of detail not only serve to structure cost information but also facilitate estimates to whatever level of detail the design team can provide as the project is developed through the design submission phases.

SPECIFICATIONS DEVELOPMENT

ERO design team develops specifications after evaluating building products and systems selected by the client and the team to verify that selections are appropriate to the design. Through collaboration, options may be suggested that might be more effective in achieving the program. Product data and contacts with building products are included in the specifications. As we develop the specifications for the building, we typically use a commercial master specification, but our office also has a experienced-developed suite of "office masters" that we developed for various building types. We have the skill to develop a custom specification, if needed. We adhere to the principles of specifying established by CSI and as published in various practice guides, and we follow the "CSI Format" with particular attention to MasterFormat and Section-Format which helps us to develop specification which are consistent and easy to use.

CONSTRUCTION DOCUMENT PRODUCTION

ERO strives to provide products that meet or exceed the client's design requirements, and to see that these are cost effective and concise. Document coordination is performed at every project milestone and achieved through several established processes, using Revit A360 models from each design discipline. Navisworks is employed for clash detection.

BIDDING PREPARATION

Following the approval of the Construction Documents, ERO can assist the City of Edinburg in obtaining competitive bids, confirming responsiveness of bids, determining the successful bid, recommending for contract award to the Board of Trustees and assisting with the preparation of contracts for construction.

The bidding phase of the project involves intense communication between ERO and prospective bidders to provide for accurate bidding of the project. This communication allows us to incorporate any last minute or outstanding issues into the contract documents through addenda; avoiding change orders and excessive costs during the construction phase. After bids are received, ERO evaluates the bid amounts in comparison with the project budget, evaluates the prospective contractor's qualifications and reports to the client with recommendations.

ERO is able to assist the Purchasing Department in establishing and implementing procedures for the bidding process including the assistance in issuance of addenda, pre-bid conferences, the bids opening and the tabulation sheet (verification of submittals).

CONTRACTOR SELECTION

If delivery method is competitive sealed proposal, ERO can assist in publicly opening sealed proposals, reading aloud the names and monetary proposals made by the offerors and documenting the information for the district. ERO can assist in the ranking of the offerors according to the best value to the City of Edinburg based on the city's ranking criteria and the weighted value for those criteria as cited in the Request For Proposal. ERO can assist in negotiating a contract with the selected offeror to provide the scope, schedule and price satisfying the District within the allowable 45 days.

ERO, working with the Procurement Director, City staff, and legal department, is able to assist in the preparation and coordination of all construction contract documents.

CONSTRUCTION ADMINISTRATION

ERO maintains in-house construction administration (CA) staff to provide consistency and facilitate the CA process. The CA team is responsible for coordinating continuous communications utilizing in-person meetings, telephone, email and virtual online meetings during construction, including documenting, photography, tracking and responding to RFIs and Submittals, as well as reviewing applications for payment and field observation reports. The CA Team holds a pre-construction meeting to kick off the construction. Then we hold weekly construction meetings.

We communicate to our Owner directly and document each of our field visits (once per week minimum) with observation reports that include photographs, plans for any on-site clarifications, document conversations and decisions and document the overall



2. FIRM QUALIFICATION AND EXPERIENCE

progress of the work. More importantly, we are there at every concrete pour, before any cover ups, to review mockups, at pre-installation meetings with sub-contractors etc. All these processes are extremely important in not only ensuring we have a well-built building according to our documents, but so the project also moves along at a good and proper pace.

Our Team's key individuals, including the Project Manager, attend every construction meeting and walk the project prior to the meeting with the superintendent in order to review any issues, verify quality of the workmanship and that the project is being built according to the District's standards and the project's contract documents. Frequently all consultants are required to attend the construction meetings.

Offsite, we hold in-house weekly construction meetings. We avoid construction claims by brainstorming risks and mitigation strategies and monitoring progress. We mitigate claims costs by addressing problems swiftly, negotiating fair prices for changes and providing continuous, accurate documentation. We facilitate construction by managing the flow of information and reducing the potential of "dropped balls." We save time by monitoring progress and schedules and working cooperatively with the general contractor. Our CA Manager stays in contact with the Owner's Construction Manager and provides written notification and reports concerning the progress of construction. Any contractor slippages trigger a plan from the contractor for getting the project back on schedule.

It is our goal to produce plans so clear that RFIs will not be requested. However, each and every information request is logged electronically in the project file for reference and is accessible at all times by all project partners. The Construction Administrator provides a formal response after consultation with the Project Manager and appropriate design team member(s). The target is a 24-hour turn around, when possible. An RFI will provide the basis of the determination and any code references when deemed appropriate and an ASI includes the reasons for any decisions made in addition to instructions. The responses (including contract amendments) are posted to Owner InSite for 24/7 availability.

CA maintains copious notations in record logs on all observations during inspection as the basis for change orders, accuracy of construction documents, and protection from claims. The process for identifying, documenting and reconciling a "non-conforming" item is as follows:

- Thorough observation of the actual construction site
- Define any items observed as "non-conforming"
- Record information into the record log
- Notify the manager on the site
- Draft a letter to the contractor noting the non-conformity and it remedy. Send the letter to the contractor and copy the Owner. The letter stipulates what is required to conform and sets a timeframe for compliance. The letter is uploaded to Owner InSite.
- Continue to follow up through additional site observation
- Close-out documenting the record log.





PROCESS CONSTRUCTION DOCUMENTS

In consultation with the Purchasing Department, end-user department and Construction Managers, the ERO Project Manager establishes and implements procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors (e.g. including contracts, specifications, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.). We establish and maintain a submittal log to ensure contractor compliance with the contract documents.

We provide administration, management and related services necessary to coordinate the construction activities of the contractors with each other and with City of Edinburg's designated Contract Manager, Construction Manager or representative(s).

MONITOR CONSTRUCTION PROGRESS

We observe the construction progress and report deviations from the schedule that might delay project completion. We consult with contractors and City of Edinburg, the ERO Project Manager and CA representatives develop and implement corrective actions necessary to meet the project schedule.

CONTROL CONSTRUCTION QUALITY

We monitor and inspect all work in progress to ensure the quality of the work and compliance with the contract documents. We document and report all deficiencies and make recommendations for corrective actions.

PROCESS APPLICATIONS FOR PAYMENT

We coordinate with City of Edinburg to develop and implement a procedure for the review and processing of contractor payment applications.

PROJECT MEETINGS

We participate in meetings with consultation with City of Edinburg and applicable parties, conduct meetings as necessary at the job site to discuss job progress, problem resolution, and decision making.

PROCESS CHANGE ORDERS

In consultation with the Procurement Director (Contract Manager), the ERO Project Manager develops and implements a system for review and processing of change orders.

COORDINATE INSPECTIONS AND TESTING

In consultation with City of Edinburg (representatives), we coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.

WARRANTY AND CLOSE OUT

Project closeout begins as soon as a construction contract is signed. All projects contracts, communications, documents, reports and logs are digitally stored and available to the client, Project Team and Contractor. Some of the more common and very important activities such as RFIs, ASIs, Submittals and Change Proposals have specific processes to track, log and store them. The project modification process is a formal one. The contractor is provided a list of all documents that will be required, via email and web file transfers, allowing the contractor to begin work compiling and completing all required documentation and managed with Owner InSite and New Forma project management tools.

As a part of Warranty we prepare an O & M manual for the client that contains all product and warranty information for reference. We prepare a comprehensive list of warranted products with the warranty period, warranty supplier, key contact and contact information listed, also. We review all operations and maintenance manuals as well as copies of warranties for completeness and compliance with the contract requirements. Between 10–11 months after the warranty period begins we conduct an inspection to identify any non-compliant performance. We document all findings and assist in the remediation process to achieve compliance in a satisfactory way.

Over the contract period, ERO is willing and able to expedite design services and construction administration for the projects. It is not anticipated that at any time ERO will need to use supplemental production in order to meet schedule demands. As stated earlier, ERO uses technology to the maximum implementation level that enables rapid and error-free designs. That same technology capability also checks for design clashes and permits rapid document changes, if required by the client.

OTHER ARCHITECTURAL SERVICES

MASTER PLANNING, BOND PLANNING AND FACILITY ASSESSMENTS

Development of facility planning begins with defining the theory, principles and techniques related to the building's intended use. Establishing a timely and practical master plan should reflect a systematic process in planning. Robert Sands, with 29 years of experience, provides facilities assessments, master planning, and even bond planning services..

Tool Box:

- Site Analysis
- Facility Needs Assessments
- City Visioning
- City Goals and Specifications
- Short- & Long-term Facilities Master Plan
- Bond Referendum Workbook
- Bond Election Services



The elements of the process: strategic analysis, strategic choice and strategy implementation. The application of a strategic process attempts to utilize best practices.

Tool Box:

- Discovery and Data Analysis
- Organizational Review and Study
- Re-engineering Strategy
- Compliance Study
- Strategic Plan.

ERO believes that it is paramount to plan early and develop a step-by-step strategic bond referendum program to win broad-based community support sooner than later to pass a bond referendum. ERO and our principals have managed bond referendums with a proven success rate, all due to well-organized early bond planning: from facility programming to community engagement. We assist with the development of facility planning and programming, and all community engagement data and marketing tools, as well as help coordinate and implement the bond campaign. We have had success even when the community had previously rejected bond referenda.

Tool Box:

- Bond Committee Facilitation
- Bond Planning
- Programming and Cost Estimating
- Design, Renderings & Materials
- Community Engagement Strategy
- Implementation of Bond Plan.
- Planning and Site Analysis

Planning and site analysis are the informational foundation on which successful projects are built. Facility assessments and site analysis study building and location conditions to establish the data Owners need to understand the physical condition and adequacy of the buildings and site to serve the needs of users and the community.

ERO adds value to this process with our vast design and construction experiences and knowledge of building and other codes. Our skilled staff uses such technology as the 3D laser scanner to determine what systems are hidden behind walls and assess the condition of the structure. We use model analysis to replicate real-world building performance. We compare costs for repair and renovation against new construction. The facility and site data allows problems to be defined, creates baselines for master planning and ensures dollars are optimized to the extent possible.

Programming is the research and decision-making process that identifies the scope of work to be designed. We approach programming as an Owner management process that is focused on problem

seeking which ultimate solution provides a cost-efficient solution for the long-term arrangement, appearance, harmony, functionality and location of buildings or additions that finds the best way for staff, students and the community to experience, access and use the buildings. ERO has a successful record of programming whether district-wide or a single campus across Texas. The aim of programming is to provide a roadmap for on-target, on-budget and on-time design.

ERO is experienced at leading the assessment, development and implementation of effective strategies to make a compelling presentation of the evidence of need to engage your community and win its support for a bond proposal. The steps we go through encompass:

- Involvement of interested parties in the definition of the scope of work prior to the design effort for research
- Establish goals
- Gather and analyze relevant data early in the process so that the design is based upon sound decisions including how the building functions, site considerations and sustainability targets
- Identify applicable codes, standards and risks
- Determine quantitative requirements
- Iteratively review to determine whether the plan remains within budget
- Finalize a plan approved by the Owner

3D LASER SCANNING

The 3D laser scanner is an important advancement for the modern technology-assisted architectural and engineering design processes. The laser scan provides a non-contact, faster, higher-accuracy, practical and cost-effective technique to produce 3D point cloud information on existing structures that is easy to retrieve. Heretofore, manual reporting and interpretation of such data have been labor intensive and subject to personal judgment and experience, and prone to error.

With 3D laser scanners, the x-y-z coordinates of the spatial data are collected in the time it takes a laser beam to hit the surface and return. The 3D point cloud data sets are comprised of a significant number of data points that are unstructured and densely and non-uniformly distributed. The data create high resolution images, either in gray-scale or color; color for reflex intensity information. Computer vision algorithms are used to analyze the data to recreate building systems or assess conditions accurately with identification of structural or other such engineering condition indicators as cracks, displacements, and deflected shapes point. The data sets facilitate historic preservation, as-built documentation, and direct query of 3-dimensional spatial data. The post processing of the data sets develops architectural drawings and building models as needed for the design process.



SUSTAINABILITY

ERO applies sustainability principals in all of its work. We recently completed the first LEED Gold education facility south of San Antonio—the new Texas State Technology College University Center in Harlingen. This unique facility was awarded the Associated Builders and Contractor's Excellence in Construction and the Engineering News Record Excellence in Design. Other award-winning sustainable designs include EL Furr High School, (LEED Silver) in Houston, Donna 3D Academy in Donna, Zapata County Museum of History and Zapata County Educational Technology Center.

Our building sustainability measures are intended to lower energy; water; waste disposal; emissions; operations and maintenance costs; and construction waste, while increasing the productivity of the building and health of building occupants. ERO has extensive experience including incorporating strategies into our designs such as:

- Building orientation for increasing natural lighting, maximizing structure angles in harsh environments to avoid extraordinary heating; gathering solar energy; and using prevailing winds for cooling
- Landscaping features to create natural cooling
- Passive systems to reduce energy consumption (daylighting, natural ventilation, and solar energy)
- LED lighting (reduce energy and improve health)
- Energy-efficient MEP systems (reduce energy consumption)
- Incorporating wall systems for thermal mass and fenestrations (windows, glass, and doors)
- Construction materials such as low-VOC paint, paperless gypsum wallboard, recycled-content insulation, galvanized metal studs, finishes without formaldehyde, brick or block and finishes of recycled materials
- Low water consumption landscaping
- Low-flow restroom systems
- Building envelopes such as high EV concrete to remove heat passively or air barriers that assist air permeability and reduce uncontrolled air movement through the envelope
- Highly reflective roofing systems.

CODE COMPLIANCE

As a full service architectural/engineering firm we constantly encounter Federal, State, and Local rules and regulations in order to earn plan approval and construction acceptance. We work with cities for zoning, building permitting, inspecting and record keeping. We assist building owners with complying with energy consumption, energy efficiency and catastrophic area wind standards the State of Texas promulgates. ERO understands the goals of the Federal government requirements for complying with the Davis-Bacon Act for remuneration, Small Business goals for inclusion requirements or OSHA for workplace safety. We use third-party design standards, sometimes adopted by governments, whether as International Commercial Code, Whole Building Design Guide or Texas Accessibility.

Although occurring during every phase, a very intensive building code checking process covers every building code related items and details during the design document phase. Design documents are checked rigorously against locally- adopted building codes and design criteria related to circulation, energy, lighting, and others.

The building code review process continues by revising previous building design data and checking design compliance at floor and space level. The building area, height and the number of stories, affect the fire protection systems required, means of egress and so on. Floor areas determine occupant loads for each floor level and the number of required exits for each floor and the travel distance between exits. The data for each space, defined during the programming phase, is applied and tested through room-by-room layouts that suggest furniture arrangements and illustrate reflected ceiling plans. This is done to initiate coordination with mechanical and electrical disciplines. These data include but are not limited to:

- Occupancy and construction type of all spaces
- Construction details that reflect the relation and connection between building materials and components
- Layout and height of the building
- Number, height, and area of floors
- Circulation routes including location; type and size of elevators; and stairs and ramps
- Intensive occupant load analysis
- Number, type, and size of exit doors
- Travel distances to exit doors and areas of refuge
- Locations, sizes and types of openings in exterior and interior walls
- Level of fire hazards among adjacent spaces
- Topological information (i.e. spatial relations between building components such as separation, adjacency, connectivity, and intersection)
- Zoning Ordinances and ADA related items.

PERMITTING

ERO has completed more than 325 public sector projects engendering extensive governmental permitting experiences. These projects include new construction, additions, renovations, rehabilitation, code compliance, improvements, re-roofing, and repairs. We have worked in dense urban environments where staging is required and safety considerations are heightened. We have worked in occupied buildings where the users and visitors need to be protected from noise, pollution, physical dangers and construction scheduling interrupting operations. We accelerate project schedules to minimize the time the public is exposed to construction conditions and meet opening events.

Value Engineering is a creative, organized effort directed at analyzing designed building features, systems, equipment, and material selections for achieving essential functions at the lowest life-cycle cost consistent with required performance, quality, reliability, and



safety. Value engineering is a systematic method to improve the “value” of the project by using an examination of function. Essentially, value is the ratio of function to cost. Value is manipulated by either improving the function or reducing the cost.

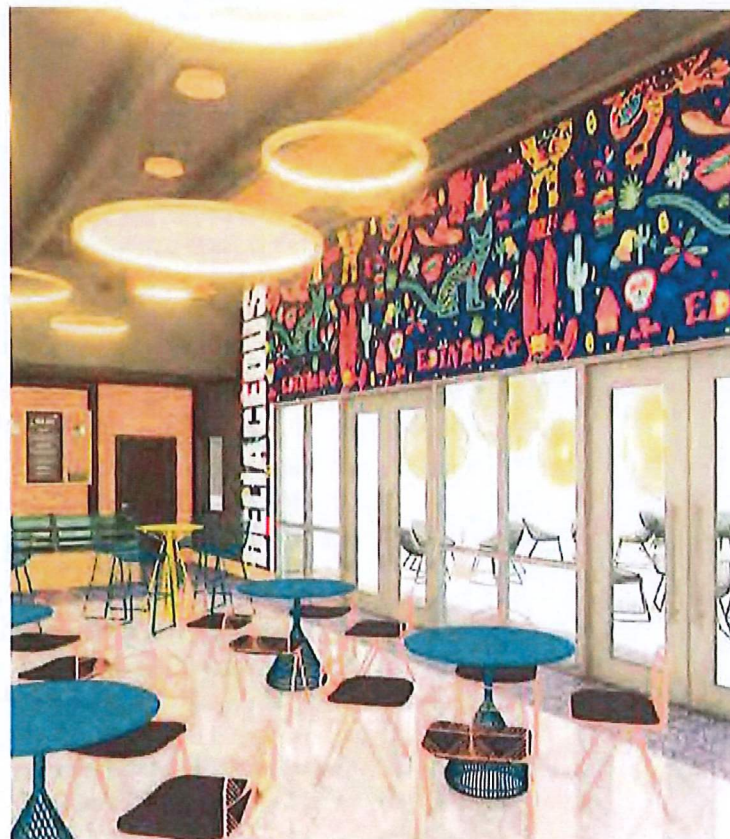
VALUE ENGINEERING

Value engineering is a structured technique commonly used in project management. Some methods used in value engineering include reducing production time, reducing expenses, using existing resources more efficiently, and improving product quality. As project managers, we seek to maintain the quality and aesthetics of the project while containing or minimizing costs. As structural engineers seek to reduce costs, minimize the schedule, or increasing design economy. When applied to the construction process, value engineering has enormous benefit for developers. We work with local governments to gain zoning approval; zoning compliance; health and safety permitting; water permitting; utility permitting; and inspection for all of our public-sector projects. We work with the State of Texas on transportation, environmental, energy and such special regulations as wind hazard permits. We seek federal permits for such activities as 404 for Discharge of Dredge Material or Fill or modifications to federal public works and military bases.

OUR PROGRAMMING, DESIGN AND CONSTRUCTION ADMINISTRATION PROCESS

- Analysis of Facility Program Objectives of scope cost and schedule
- Site and Facilities Visits to review existing conditions
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- Assist in issuance of bid and RFP documents
- Preparation and accounting of addenda
- Attending pre-bid and pre-proposal conferences
- Respond to any inquiries and prepare needed documentation for clarification
- Assist in preparing and awarding multiple contracts.

Project closeout begins as soon as construction begins. All incoming documents, such as RFIs, Submittals and Change Proposals, are tracked, logged and stored digitally in Owner Insite and our backed up in our data center. Project modifications are documented and processed and the contractor is provided a list of all documents that will be required, via email and web file transfers, allowing contractor to begin work on compiling and completing all required documentation managed with Owner Insite and A360. SharePoint, Microsoft Project, and Deltek Vision manage the project.

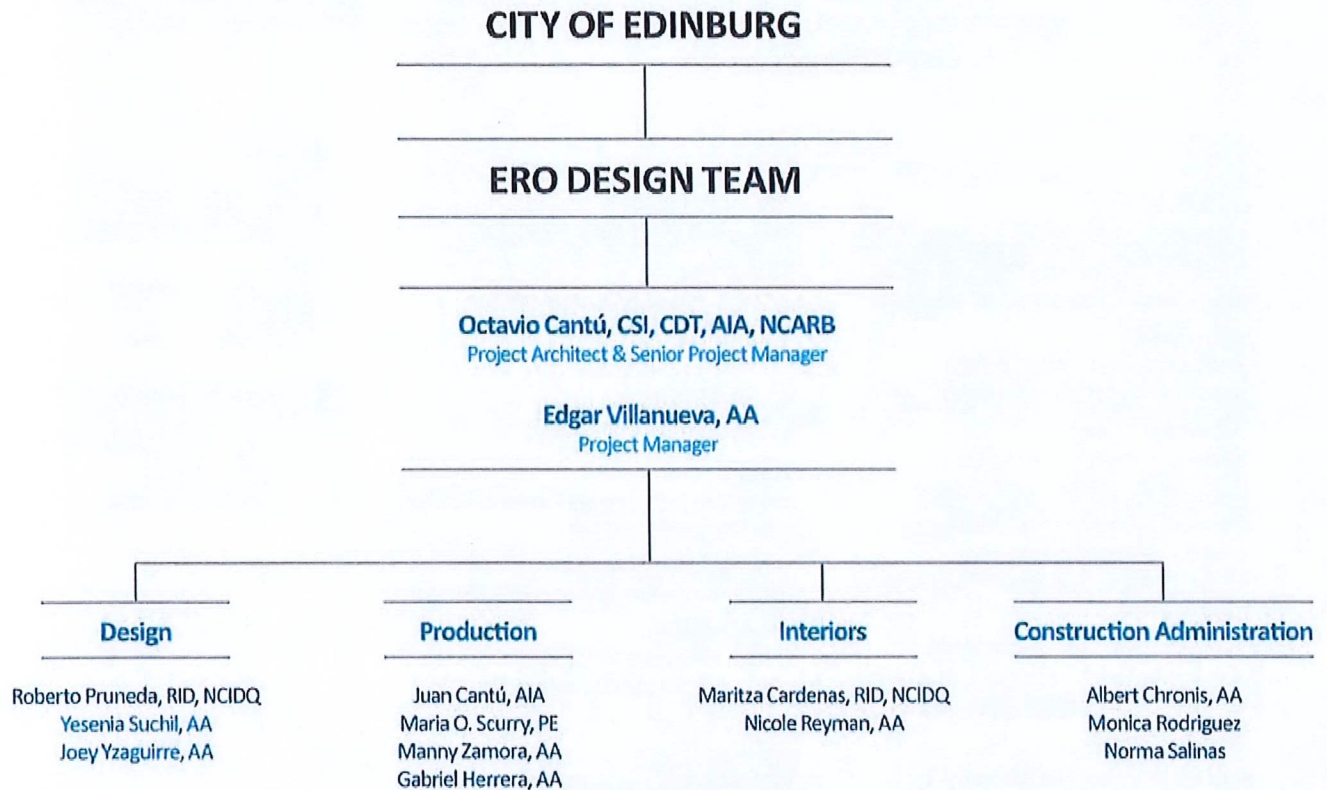




3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

ERO's methodology and hierarchy of our projects is centered on a strong and ongoing collaborative effort among the City's staff representatives and all design team members and partners, led by Octavio Cantú and Edgar Villanueva. This team has the experience needed for the design of on-call projects. ERO is comprised of a capable, best-in-class team that emphasizes responsiveness, creativity, community collaboration, innovation and performance that works its way down the chain of command from the project architect to the project manager and the design and production team; along with our consultants. ERO has the flexibility and capacity to assign part-time staff to Edinburg projects that may be smaller in scale and scope.

Our firm's government sector focus has given us a deep understanding of the City of Edinburg's needs and gives us the expertise needed when helping develop a strategy for your on-call projects. All design team members are kept informed of progress at weekly meetings. The meetings serve as a forum for sharing ideas and building on design concepts. Issues are discussed and resolved through collaboration. The meetings assist in keeping lines of communications open between the project team displayed below and with City staff and stakeholders.





ERO
ARCHITECTS

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

OCTAVIO CANTÚ, JR.

CSI, CDT, AIA, NCARB-PROJECT ARCHITECT &
SENIOR PROJECT MANAGER

Assigned to City of Edinburg Projects

ERO Tenure/Experience: Since 2008/Since 1996

Licensing: TBAE #20909

Education: B. Environmental Architecture-Texas A&M
University

"I ensure ERO designs satisfy budget, owner's program requirements, end user needs and aesthetically enhance the community."



Octavio is a foremost expert in design and project management who adds elements of community into his work. He is both a principal and the chief operating officer for ERO. With more than 20 years of experience, his projects reveal his versatility. Octavio is adept at working within owners' budget and program requirements while incorporating cultural references into a building's design. He has led complex commercial and apartment home projects, along with an extensive list of city and government projects. Octavio enjoys overcoming project challenges while working with clients during the construction and facility improvement process.

PROJECTS

City of Edinburg

- New Police Department Training Facility
- New Arts, Cultural and Events Center
- New Parking Garage and Retail Center

Hidalgo County

- Jail Expansion Feasibility Study
- New Courthouse Replacement with Detention Center
- New Courthouse Master Plan
- New Bio-Safety Testing Laboratory
- Precinct 3 New Community Resource Center and Healthcare Center
- New Elections Department Expansion Building
- Precinct 4 New Mechanics Shop
- Precinct 4 New Multi-Purpose Facility
- Precinct 2 New Vehicle Maintenance and Admin Buildings

Brownsville Public Utilities Board

- Annex Building
- Service Yard
- Administrative Building Renovation

City of McAllen

- McAllen Performing Arts Center
- Waterline Maintenance and Meter Reading Facility

City of Mercedes

- New Police Department Building

City of Pharr

- City Hall First and Second Floor Renovation
- New Events Center

City of Port Isabel

- Visitor and Events Center

City of San Juan

- New City Hall/ Transit Terminal Building
- New Main Fire Station
- North Park and Recreation Center
- Downtown Revitalization Master Plan

City of Weslaco

- New Central Fire Station
- New Police Station with Municipal/Judicial Court

County of Zapata

- New Museum of History
- New Technical and Advanced Education Center

Town of Combes

- Recreational Community Center

EMPLOYMENT

- Present: ERO, Principal and COO
- Oct 2005-Oct 2008: Jacobs Engineering Group, PM
- Nov 1997-Sep 2005: PBK Architects and Engineers, PM

PROFESSIONAL ASSOCIATIONS

- AIA Council of Education Facility Planners
- AIA, Texas Chapter
- AIA, Lower Rio Grande Valley Chapter



ERO
ARCHITECTS

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

EDGAR VILLANUEVA

AA-PROJECT MANAGER

Assigned to City of Edinburg Projects

ERO Tenure/Experience: Since 2015/Since 2012

Licensing: Associate Architect

Education: B. Architecture - University of Texas at San Antonio, M. Information Technology - UTRGV

"I serve as the client's right hand to make our drawings on paper into a built reality."



Edgar Villanueva, an associate architect, is a design and visualization specialist for ERO. Edgar has more than five years of experience in design and specializes in 3D design and visualization for architectural and interior design. Through collaboration with the design and production team he provides leadership in the production of the highest quality design studies and design visualizations possible. Villanueva's exceptional software skills allow him to rapidly test a variety of possible concepts using Rhino/Grasshopper, Sketch Up, 3ds Max, Revit, and Adobe Creative Studio. His IT background facilitates designing directly in 3D and working with scripts to customize design processes for the team. Since his arrival, Villanueva has contributed to every major project ERO is producing including 21st century high schools, performing arts centers, university facilities, courthouses and schematics for urban planning for community economic development.

PROJECTS

City of Edinburg

- New Police Department Training Facility
- New Arts, Cultural and Events Center
- New Parking Garage and Retail Center

Hidalgo County

- Jail Expansion Feasibility Study
- New Courthouse Replacement with Detention Center
- New Courthouse Master Plan
- New Bio-Safety Testing Laboratory
- Precinct 3 New Community Resource Center and Healthcare Center
- New Elections Department Expansion Building
- Precinct 4 New Mechanics Shop
- Precinct 4 New Multi-Purpose Facility
- Precinct 2 New Vehicle Maintenance and Admin Buildings

Brownsville Public Utilities Board

- Annex Building
- Service Yard
- Administrative Building Renovation

City of McAllen

- McAllen Performing Arts Center

City of Mercedes

- New Police Department Building

City of Pharr

- City Hall First and Second Floor Renovation

City of San Juan

- New City Hall/ Transit Terminal Building
- New Main Fire Station
- North Park and Recreation Center
- Downtown Revitalization Master Plan

EMPLOYMENT

- Jan 2015–Present: ERO, 3D Design and Visualization
- Aug 2013–Sept 2014: Sharyland Engineering, Inc., Designer



ERO
ARCHITECTS

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

JUAN J. CANTU

LEED AP® BD+C—PROJECT MANAGER

Assigned to City of Edinburg Projects

ERO Tenure/Experience: Currently and 2009–2015/Since 2009

Licensing: TBAE 2020 - #28594; OK BA #a7489; NCARB Certificate 2020 - #97616

Education: B. Architecture—UT San Antonio

"I create public buildings that represent an institution's and community's unique culture that positively impacts the experience of end users."



Juan believes in creating buildings that represent owner and their community's unique culture in positively impacting users. Juan is a senior project manager and architect for ERO. He has more than 15 years of experience in architectural design and conceptualization. Juan has been leading production teams for over 11 years and acts as ERO's building information modeling coordinator throughout the design and construction process. Implementing company standards for quality control and project delivery are among Juan's strengths.

PROJECTS

City of Edinburg

- New Police Department Training Facility
- New Arts, Cultural and Events Center
- New Parking Garage and Retail Center

City of Alamo

- Police Department Feasibility Study

City of Mercedes

- New Police Department Building

City of San Juan

- New Main Fire Station

City of Weslaco

- New Central Fire Station
- New Police Station with Municipal/Judicial Court

EMPLOYMENT

- Present: ERO, Senior PM
- Jul 2015–Jan 2020: PBK Architects, Senior PM
- Jun 2009–Jul 2015: ERO, PM

PROFESSIONAL ASSOCIATIONS

- AIA, Texas Chapter
- NCARB



ROBERT PRUNEDA

RID, NCIDQ-DESIGN LEAD

Assigned to City of Edinburg Projects

ERO Tenure/Experience: Since 2011/Since 2011

Licensing: RID: 12566; NCIDQ: 35208

Education: M. Architecture, University of Idaho; B. Architecture, University of Idaho

"I like to create modern scholastic environments that provide learner-centric environments empowering students to innovate and problem solve."



Roberto, blends artistry with technical expertise in bringing out the best in modern design and visuals. He leads design and visualization efforts for ERO. He excels in 3D visualization, interior, -furniture, fixture, and equipment design. For ERO's government designs, Roberto believes in empowering users via modern designs that provide innovative and accessible spaces. He strives to use space efficiencies and reduce footprint costs in his interior design. A thorough researcher, Roberto's designs reach high aesthetic standards while reflecting the culture and values of local communities into each design, respecting their land, people, and history.

PROJECTS

City of Edinburg

- New Police Department Training Facility
- New Arts, Cultural and Events Center
- New Parking Garage and Retail Center

Hidalgo County

- Jail Expansion Feasibility Study
- New Courthouse Replacement with Detention Center
- New Courthouse Master Plan
- New Bio-Safety Testing Laboratory
- Precinct 3 New Community Resource Center and Healthcare Center
- New Elections Department Expansion Building
- Precinct 4 New Mechanics Shop
- Precinct 4 New Multi-Purpose Facility
- Precinct 2 New Vehicle Maintenance and Admin Buildings

Brownsville Public Utilities Board

- Annex Building
- Service Yard
- Administrative Building Renovation

City of McAllen

- McAllen Performing Arts Center
- Waterline Maintenance and Meter Reading Facility

City of Mercedes

- New Police Department Building

City of Pharr

- City Hall First and Second Floor Renovation

City of Port Isabel

- Visitor and Events Center

City of San Juan

- New City Hall/Transit Terminal Building
- New Main Fire Station
- North Park and Recreation Center
- Downtown Revitalization Master Plan

City of Weslaco

- New Central Fire Station
- New Police Station with Municipal/Judicial Court

EMPLOYMENT

- Present: ERO, Design & Visualization Lead

PROFESSIONAL ASSOCIATIONS

- AIA, Texas Chapter



3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

MANNY ZAMORA

AA-PRODUCTION MANAGER

Assigned to City of Edinburg Projects

ERO Tenure/Experience: Since 2013/Since 2003

Licensing: Associate Architect

Education: Masters of Architecture (5-year program)–2003, Texas Tech University

"I leverage automation to provide drawings and documents that answer all construction questions before they are asked."



Manuel Zamora is an associate architect at ERO. Zamora is serving on the architecture team for design and production. He has more than 20 years of experience in all facets of the architectural field. His forte is 3D visualization, design and modeling in A 360. Zamora is a power-user of Autodesk and Revit 3D BIM. He creates databases in BIM for management of costs estimates, materials, life cycle costs and schedules. Zamora's success is founded in his critical thinking and problem solving. Being a self-starter, Zamora elected to serve as an adjunct instructor for 3D visualization and Revit BIM for South Texas College from 2009 to 2011. Zamora is a NCARB candidate having completed his Intern Develop Program.

PROJECTS

City of Edinburg

- New Arts, Cultural and Events Center
- New Parking Garage and Retail Center

Hidalgo County

- Bio-Safety Testing Laboratory
- Courthouse Replacement
- Jail Expansion Feasibility Study
- Precinct 4 New Mechanics Shop
- Precinct 3 New Multi-Purpose Facility
- Elections Department New Buildings Renovation
- Courthouse Master Plan
- Precinct 2 Vehicle Maintenance Shop
- Precinct 3 Anzalduas Park Upgrades

HNTB/City of Austin

- Bergstrom Airport Planning

Brownsville Public Utilities Board

- Administrative Offices Renovation
- New Administrative Annex

City of Mercedes

- Police Station Renovations

City of Port Isabel

- Visitor and Events Center

City of Pharr

- City Hall Renovation

City of McAllen

- New McAllen Performing Arts Center

City of San Juan

- New City Hall/ Transit Terminal Building

City of South Padre Island

- Municipal and Police Buildings

City of Weslaco

- New Central Fire Station
- New Police Station

County of Zapata

- History Museum
- Higher Education Center

Town of Combes

- Recreational Community Center

EMPLOYMENT

- Present: ERO, Associate Architect
- Aug 2007–Aug 2013: ROFA Architects, Inc., Architectural Intern, CAD Tech
- Jul 2005–Jul 2007: PBK Architects, Architecture Intern

PROFESSIONAL ASSOCIATIONS

- Associate AIA, Texas Chapter



ALBERT G. CHRONIS

AA-CONSTRUCTION ADMINISTRATION MANAGER

Assigned to City of Edinburg Projects

ERO Tenure/Experience: Since 2007/Since 1999

Licensing: Architectural Associate

Education: B.S. Architecture, UT San Antonio;
Associates Computer Drafting & Design, TSTC Harlingen

"My experience in the construction industry has prepared me to fully understand the importance of the relationship between Architect and Contractor on a project, and how true Teamwork transfers to a successful project to a client."



Albert is Construction Administration Manager for ERO Architects with more than twenty-two years of experience in the Architecture and Construction industry. He is well-versed in Architectural Design and Construction Administration. Software experience in Revit Architecture 2022 and AutoCad 2022. His experience with both construction operations, performance, and quality control, along with architectural design, construction drawings, serve for optimal results from design to construction. His experience with nine years in construction allows him to understand the importance in the relationship between Architect and Contractor. Albert is well respected by his colleagues due to his team approach and communication skills. He is always available to answer questions from the owner and his consultants.

PROJECTS

- Hidalgo County
 - Courthouse Master Plan
- HNTB/City of Austin
 - Bergstrom Airport Planning
- City of Brownsville
 - Sanitation Building
 - Scale House
- City of Mercedes
 - Police Station Renovations
- City of McAllen
 - New McAllen Performing Arts Center
- City of San Juan
 - San Juan Fire Station
- City of Weslaco
 - New Central Fire Station
 - New Police Station

EMPLOYMENT

- Present: ERO, PM
- May 2015–Jun 2021: Noble Texas Builders, PM
- Nov 2013–Apr 2015: SpawGlass Contractors, PM

PROFESSIONAL ASSOCIATIONS

- RGV LEAD: Board of Directors
- TSTC Harlingen–Architectural Design Advisory Committee: Board Member (Former President)
- Brownsville ISD–Architecture & Construction Advisory Committee: Committee Member
- Mercedes ISD–CATE Department Advisory Committee: Committee Member
- Los Fresnos CISD–CATE Department Advisory Committee: Committee Member
- Leadership Brownsville: Class XXVIII (Former Board Member)
- Leadership McAllen: Class XXXII
- Texas Military Forces–Texas State Guard: Sergeant (2009–2012)



CITY OF SAN JUAN NEW CITY HALL / BUS TRANSIT CENTER	
CONTACT	Benjamin Arjona, San Juan City Manager
PHONE/EMAIL	956.457.1806 / barjona@sjtx.us
DESCRIPTION	\$7.0 million, 30,000 SF, new build for a city hall / bus transit center u-shape two-story building with an inner courtyard and the addition of a coffee shop on the first-floor level.
ERO EMPLOYEES ASSIGNED	Octavio Cantu, Jr., AIA–Project Architect & Senior Project Manager; Edgar Villanueva, AA–Project Manager; Juan J. Cantu, LEED AP® BD+C–Project Manager; Roberto Pruneda, NCIDQ, RID–Design Lead; Manny Zamora, AA–Production Manager; Monica Rodriguez–Construction Administration Manager

CITY OF PHARR CITY HALL RENOVATION / CITY OF PHARR EMERGENCY OPERATIONS CENTER AND SHELTERS	
CONTACT	Alex Meade, Former City Manager
PHONE/EMAIL	956.455.1934; ameade@texasregionalbank.com
DESCRIPTION	\$2.0 million modernization and renovation of the existing 1st and 2nd floors, 19,778 SF, of the downtown city hall. New, natural light offices were created for existing city departments and the addition of a coffee shop on the first-floor level.
ERO EMPLOYEES ASSIGNED	Octavio Cantu, Jr., AIA–Project Architect & Senior Project Manager; Edgar Villanueva, AA–Project Manager; Roberto Pruneda, NCIDQ, RID–Design Lead; Manny Zamora, AA–Production Manager; Monica Rodriguez–Construction Administration Manager

BROWNSVILLE PUB – NEW ADMINISTRATIVE ANNEX BUILDING BROWNSVILLE PUB – NEW SERVICE YARD BROWNSVILLE PUB – ADMINISTRATION BUILDING RENOVATIONS	
CONTACT	Maria C. Leal, PE, Director of Water/Wastewater Engineering, Planning and Operations
PHONE/EMAIL	956. 708.1012/ mleal@brownsville-pub.com
DESCRIPTION	\$15.3 million 77,176 SF, 4-story annex office building for executive and engineering offices, district disaster backup system and customer services, as well as a new \$23M 55,000 SF service yard and \$6.5M renovation of the two-story administration building.
ERO EMPLOYEES ASSIGNED	Octavio Cantu, Jr., AIA–Project Architect & Senior Project Manager; Yesenia Suchil, AA–Project Manager; Roberto Pruneda, NCIDQ, RID–Design Lead; Manny Zamora, AA–Production Manager; Monica Rodriguez–Construction Administration Manager

LIST ALL PAST PROJECTS WITH THE CITY OF EDINBURG FOR EACH PROPOSED TEAM MEMBER

OCTAVIO CANTÚ	Downtown Parking Garage and Retail Center / Arts, Cultural and Events Center / Police Training Facility
EDGAR VILLANUEVA	Downtown Parking Garage and Retail Center / Arts, Cultural and Events Center
JUAN CANTU	Downtown Parking Garage and Retail Center / Arts, Cultural and Events Center
ROBERTO PRUNEDA	Downtown Parking Garage and Retail Center / Arts, Cultural and Events Center
MANNY ZAMORA	Downtown Parking Garage and Retail Center / Arts, Cultural and Events Center



OWNER NAME

City of Edinburg

PROJECT NAME AND LOCATION

City of Edinburg Downtown Parking and Retail Facility, Edinburg

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

Tomas D. Reyna, PE, Assistant City Manager/ 415 W University Dr, Edinburg, TX / 956.388.8210 / tomas.reyna@cityofedinburg.com

TOTAL SQUARE FEET

Garage: 94,500

Retail: 20,300

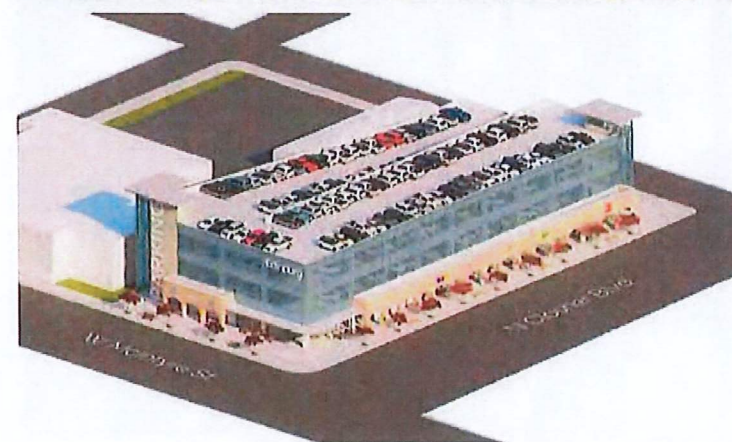
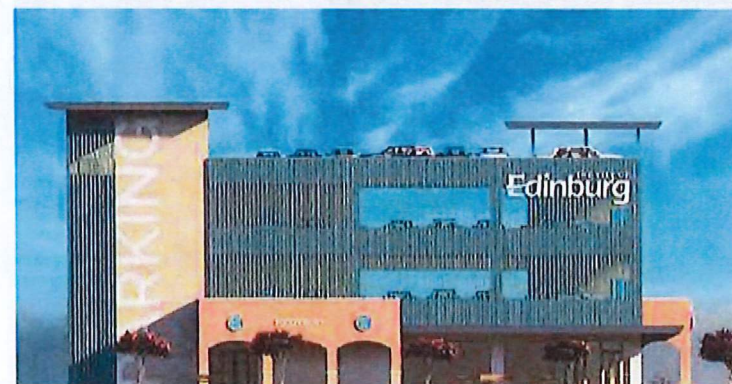
Parking Spaces: 295

BUDGET

Est. \$16.2M

SHORT DESCRIPTION OF PROJECT

Three-story downtown parking garage providing approximately 295 parking spaces with 20,000 SF of retail first floor adjacent to the new Courthouse, Edinburg ACE building and near the amphitheater park.





OWNER NAME

City of Edinburg

PROJECT NAME AND LOCATION

City of Edinburg Arts, Culture and Events Center, Edinburg

**NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER
AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT**

Tomas D. Reyna, PE, Assistant City Manager/ 415 W
University Dr, Edinburg, TX / 956.388.8210

TOTAL SQUARE FEET

36,800

BUDGET

\$11.5M

SHORT DESCRIPTION OF PROJECT

New single story multipurpose building with ballroom, class-rooms, offices and a cafe.





OWNER NAME

Edinburg Police Department

PROJECT NAME AND LOCATION

Police Training Facility, Edinburg

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

Tomas D. Reyna, PE, Assistant City Manager / 415 W University Dr, Edinburg, TX / 956.388.8210

TOTAL SQUARE FEET

9,800

BUDGET

\$1,200,000

SHORT DESCRIPTION OF PROJECT

A new facility for accommodate training of regional public safety officers with two training rooms, a commons room and restrooms and support equipment.





OWNER NAME

Brownsville Public Utilities Board

PROJECT NAME AND LOCATION

Utility Annex Administrative Building, Brownsville

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

Maria C. Leal, PE, Director of Water/Wastewater Engineering, Planning and Operations / 1425 Robinhood Dr. Brownsville, TX / 956. 983.6275

TOTAL SQUARE FEET

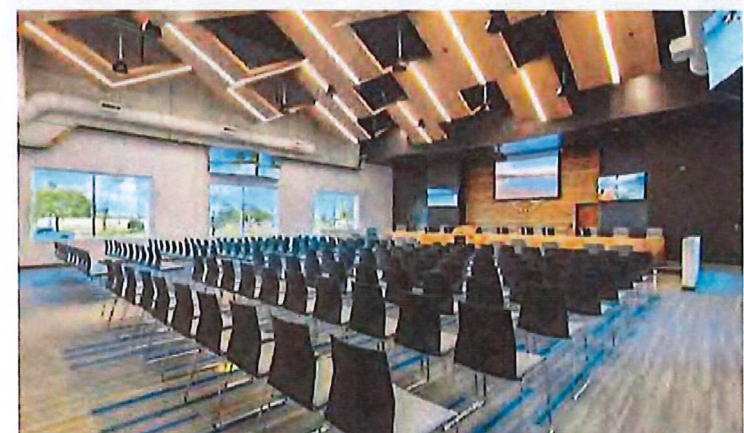
77,196

BUDGET

\$15,259,933

SHORT DESCRIPTION OF PROJECT

The four-story annex Building houses administrative, engineering and customer services offices. Also, it contains the entire BPUB energy control center and pump stations management in a Risk Category IV Essential Facility. ERO incorporated a high-performance insulated concrete block wall system for its impact resistant properties. The material is durable, healthy, and energy efficient. It minimizes the need for wood and provides a cost-neutral way to build green. The thermal performance is about four times that of ordinary insulation.





OWNER NAME

City of San Juan

PROJECT NAME AND LOCATION

City Hall and Bus Terminal, San Juan

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

City of San Juan / 709 S. Nebraska Ave, San Juan, TX 78589
/ Ben Arjona, City Manager / 956.223.2206

TOTAL SQUARE FEET

30,000

BUDGET

\$7,000,000

SHORT DESCRIPTION OF PROJECT

The new City Hall and Transit Terminal will relate to the community by means of the construction of a U-shaped block that gives front to the terminal entry on Nebraska Avenue and towards 6th Street an interior receiving façade with an inner courtyard that naturally achieves passive heating and cooling design strategies. The aesthetic of the architecture weaves the community's history, culture, and land into the fabric of the building's design. It will house multiple city departments along with a coffee shop for employee and community service.





OWNER NAME

City of Pharr

PROJECT NAME AND LOCATION

Pharr City Hall / Pharr

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

Ed Wylie, Interim City, Manager / 118 North Cage Blvd.,
Pharr, TX / 956.402.4000

TOTAL SQUARE FEET

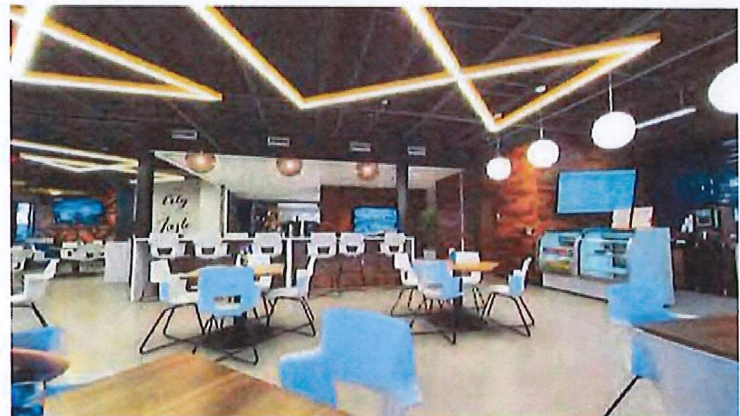
19,778

BUDGET

\$1,800,000

SHORT DESCRIPTION OF PROJECT

Renovating the first floor of the Pharr City Hall and designing the furniture, fixtures and equipment.





OWNER NAME

City of McAllen

PROJECT NAME AND LOCATION

McAllen Performing Arts Center, McAllen

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

City of McAllen / 801 Convention Center Dr., McAllen, TX
Roy Rodriguez, PE, MPA, City Manager / 956.681.1001

TOTAL SQUARE FEET

93,741

BUDGET

\$44,823,533

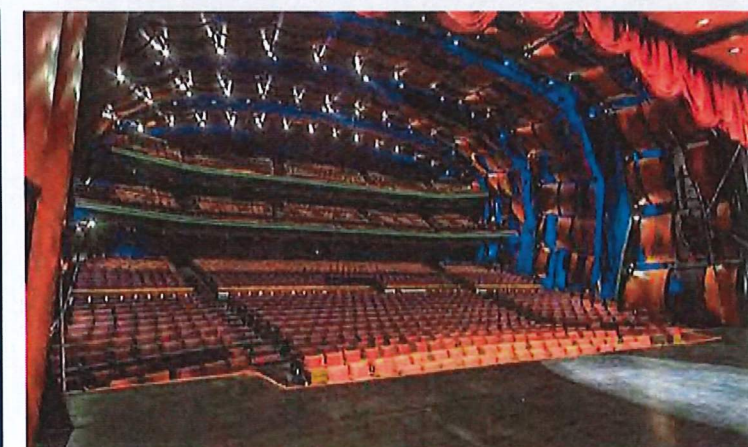
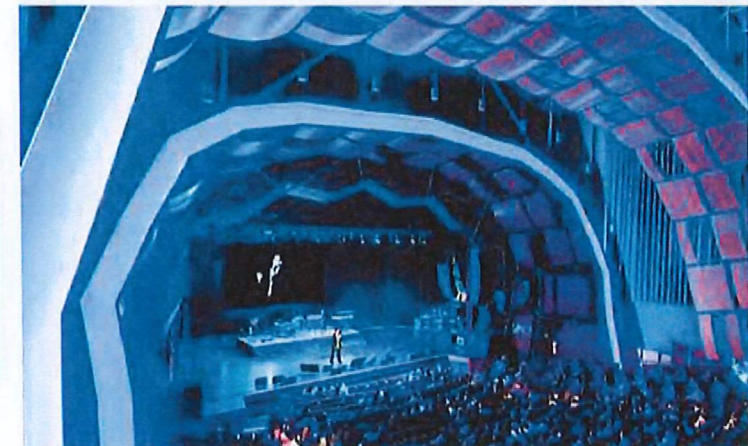
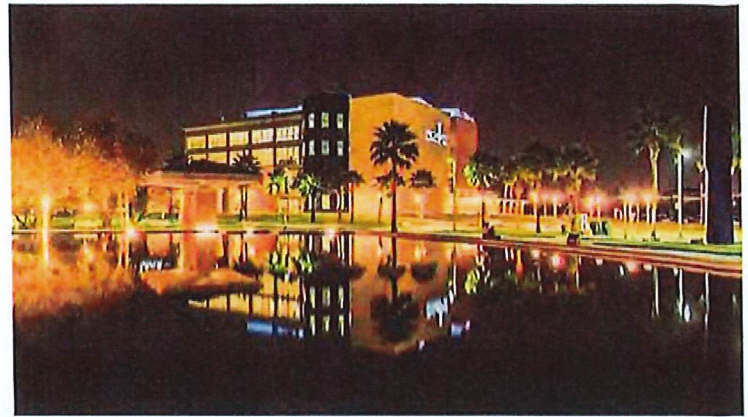
SHORT DESCRIPTION OF PROJECT

ERO drew inspiration for the world-class 1,828-seat theater from McAllen. The faceted exterior walls mimic the woven trunks of native palm trees. The lobby is the vibrant blue of the Indigo Bunting, a brilliant migratory songbird. Richly hued seating and curtains are the color of local bougainvillea. Millwork pays homage to Texas mesquite and pecan trees and arches are solid pecan wood for acoustical smoothness.

"The McAllen Performing Arts Center is one of the most beautiful theaters I've ever performed in. They don't make them like this anymore. Whoever designed this theatre knew what they were doing."
– Legendary Recording Artist Tony Bennett

"The McAllen Performing Arts Center is going to be a place of memories, where our community can watch great performances from national organization to local entertainment including their own kids on a stage that could compete with venues in New, Chicago, or any big city in Texas. [It is] a community-inspired project that integrates family values."

– McAllen Mayor Jim Darling





OWNER NAME

City of Port Isabel

PROJECT NAME AND LOCATION

Port Isabel Convention and Visitors Bureau, Port Isabel

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

Edward Meza, City Manager / 305 E. Maxan St., Port Isabel, TX / 956.943.2682

TOTAL SQUARE FEET

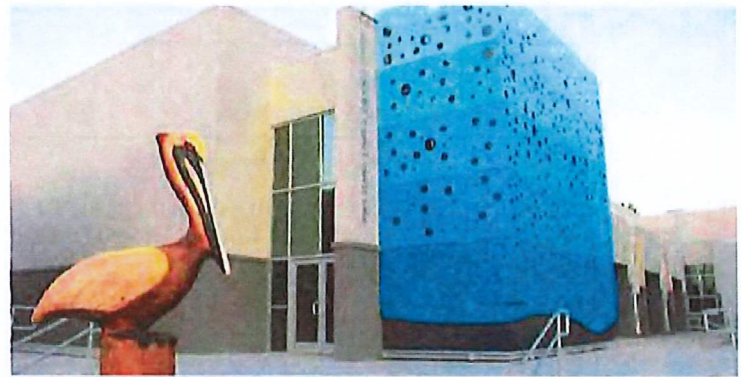
17,022

BUDGET

\$3,462,884

SHORT DESCRIPTION OF PROJECT

A new construction, multi-use facility mainly housing public events, which includes an outdoor stage and courtyard. The facility will be also used as a post-disaster emergency operation center.





OWNER NAME

City of San Juan

PROJECT NAME AND LOCATION

New two-phase San Juan North Park & Recreation Center,
San Juan

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER
AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

City of San Juan / 709 S. Nebraska Ave, San Juan, TX 78589
/ Ben Arjona, City Manager / 956.223.2206

TOTAL SQUARE FEET

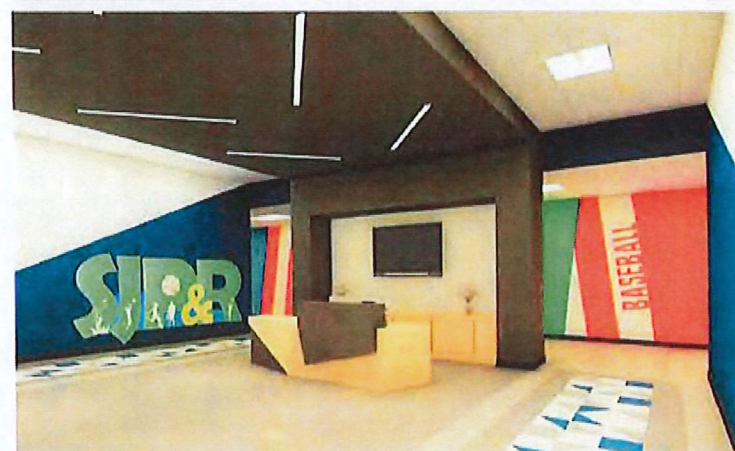
25,000

BUDGET

\$7,500,000

SHORT DESCRIPTION OF PROJECT

The City of San Juan's Parks and Rec Youth Center and Park will provide a much needed park in North San Juan for a rapidly growing community. In order to assess the viability of the project, ERO Architects worked with the City of San Juan to define its programming needs and generate cost estimates for the design intent. The new 25,000 square feet Youth Center and Park will house 2 basketball courts, gym area / boxing, and classrooms. Parks and Rec offices, outdoor basketball, soccer fields, splash pad, trails and an all inclusive playground. Located in North San Juan on Sioux Rd adjacent to the San Juan water treatment plant, the building will define a thriving and growing community. The aesthetic of the architecture weaves the community's history, culture, and land into the fabric of the building's design. The building becomes a structure that enhances public areas connecting them through a major park space that could bring the local community inwards the building.





OWNER NAME

City of Weslaco

PROJECT NAME AND LOCATION

New Weslaco Public Safety Police & Fire Station Buildings,
Weslaco

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

City of Weslaco / 255 S. Kansas Ave., Weslaco, TX / Omar
Rodriguez, Parks & Maintenance Director / 956.447.3407

TOTAL SQUARE FEET

14,600 Fire Station / 32,600 Police Station

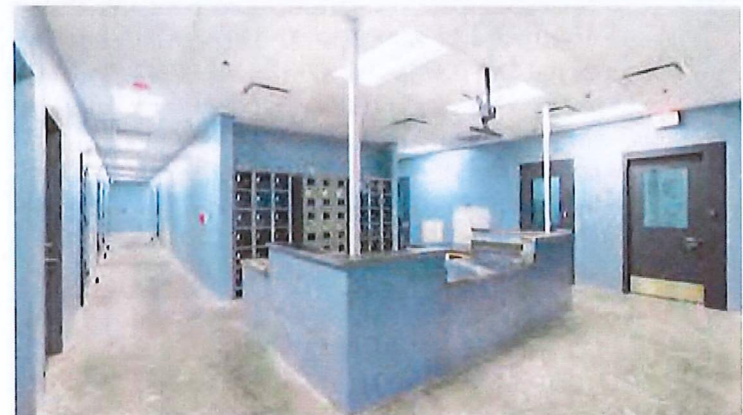
BUDGET

\$2,700,000—Fire Station / \$8,300,000—Police Station

SHORT DESCRIPTION OF PROJECT

Weslaco Public Safety Building Project - consists of 2 separate
buildings. Fire Station 14,600 sf and Police Station 32,600 sf
plus 5000sf storage building.

Fire Station consists of 5 apparatus bays, a living area, kitchen,
dining, sleeping quarters, and storage for the fire department.
The Police Station houses police department - admin-
istration, patrol, armory, criminal investigation, internal
affairs, community room for the public, courtroom, detention
area (jail), and evidence storage facility.





ERO
ARCHITECTS

4. REFERENCES

OWNER NAME

County of Zapata

PROJECT NAME AND LOCATION

Zapata County Museum of History, Zapata

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

Mario Gonzalez-Davis, Project Coordinator, Zapata County
200 7th Ave Zapata, TX / 956.765.5580

TOTAL SQUARE FEET

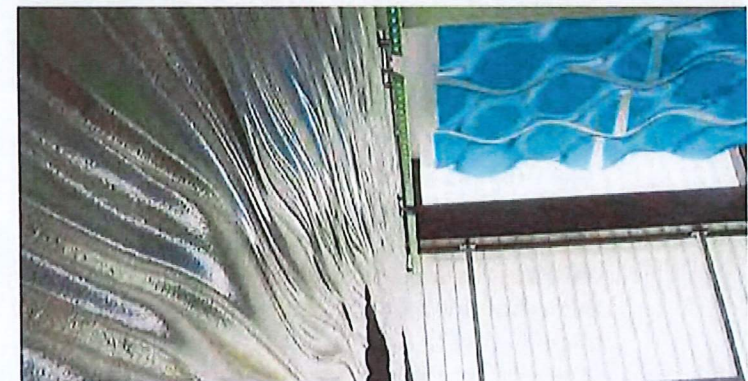
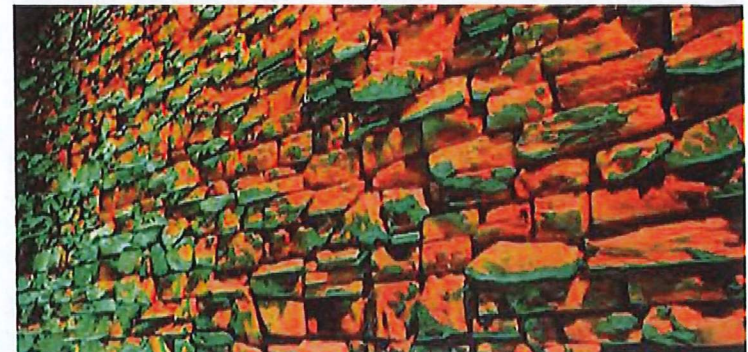
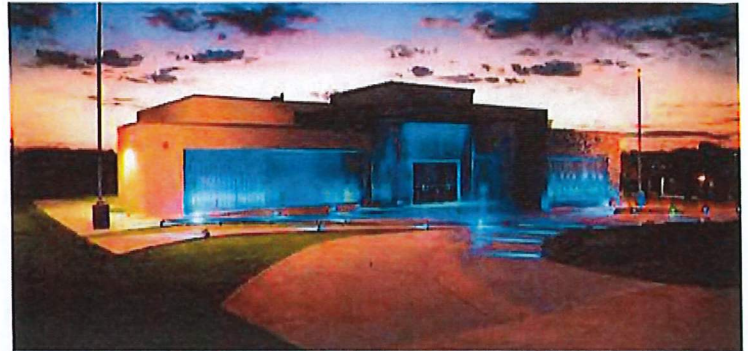
7,340

BUDGET

\$2,834,248

SHORT DESCRIPTION OF PROJECT

The museum is the epitome of cultural design. The building is reminiscent of the former city and valley that the Rio Grande River inundated for the Lake Falcon Reservoir: The design provides spaces for artifacts, displays, education and community activities. The Museum of History is a Green Design.





OWNER NAME

County of Zapata

PROJECT NAME AND LOCATION

Zapata County Technical and Advanced Education Center,
Zapata

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

Mario Gonzalez-Davis, Project Coordinator, Zapata County
200 7th Ave Zapata, TX / 956.765.5580

TOTAL SQUARE FEET

9,000

BUDGET

\$2,573,661

SHORT DESCRIPTION OF PROJECT

The Zapata County Technical and Advanced Education Center is a distance learning center for such regional universities located in South Texas as Texas A&M International, Laredo College and South Texas College to provide education and training for Zapata County residents. It offers state-of-the-art telecommunications, networking and media technology. The project provides six classrooms and faculty offices with a flexible interior layout which support the college's mission to provide a diversified instruction complex. The design forms a strong sense of place and a campus-like community. The building's curved arrangement and passageway creates an indoor and outdoor environment. The curvature also lends itself to the landscaped courtyard creating a sense of campus. The Zapata County Technical and Advanced Education Center is certified Green. It features two alternate sources of energy, one of which is passive solar. The building, found along US 83, is keyed into the natural grade of the site that slopes down toward to the Rio Grande River. This creates an earth shelter on all its sides except for the southern exposure where a metal trellis provides high-quality filtered shading. In addition, the combination of energy-efficient interior lighting with exterior solar screens control the direct sunlight. Additionally, the well-insulated building envelope and a partial "green roof" contribute to low energy consumption.





OWNER NAME

Brownsville Public Utilities Board

PROJECT NAME AND LOCATION

PUB Service Yard / FM 511, Brownsville

NAME, ADDRESSES, AND PHONE NUMBERS OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES OF PROJECT

Brownsville PUB / FM 511, Brownsville / Maria C. Leal, PE, Director of Water/Wastewater Engineering, Planning and Operations / 956.983.6275

TOTAL SQUARE FEET

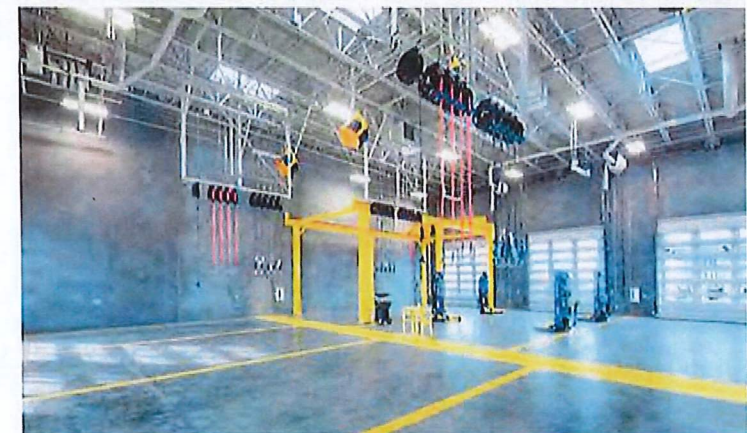
55,000

BUDGET

\$23,100,000

SHORT DESCRIPTION OF PROJECT

ERO designed the new Brownsville Public Utility Board's modernized Service Yard project. The new campus is situated on an 18-acre site located on FM511, near the Port of Brownsville. It features approximately 55,000 square feet of new office, warehouse and ancillary facilities to support the PUB's field operations. The new campus also features a fleet vehicle maintenance building, fleet fueling center, a fleet vehicle washing center and concrete drives, and paving for the Utility's 250 vehicles; and accommodates over 100 parking spaces for employee parking.





ERO
ARCHITECTS

5. INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1400 N McColl Rd, Ste 105 McAllen TX 78501		CONTACT NAME: Martha Guerrero PHONE (A/C, No, Ext): 956-688-3509 FAX (A/C, No): 956-687-1286 E-MAIL ADDRESS: mguerrero@higginbotham.net													
INSURED GOERO International, LLC dba ERO Architects P. O. Box 720428 McAllen TX 78504		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Continental Casualty Company</td> <td>NAIC # 20443</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C: National Fire Ins Of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Continental Casualty Company	NAIC # 20443	INSURER B: Texas Mutual Insurance Company	22945	INSURER C: National Fire Ins Of Hartford	20478	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Continental Casualty Company	NAIC # 20443														
INSURER B: Texas Mutual Insurance Company	22945														
INSURER C: National Fire Ins Of Hartford	20478														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 209702639

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ FRO ☐ LOC OTHER:		7013596746	1/25/2024	1/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		7038381291	5/11/2024	5/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		7013596763	1/25/2024	1/25/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	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	0001155533	3/11/2024	3/11/2025	☒ 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

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

Additional Named Insured:
ERO International, LLP dba ERO Architects
ERO Building Services, LLC
ERO, LLP dba ERO Architects
South Texas Facility Professional, LLC

The General Liability Policy contains the following Endorsements
Blanket Additional Insured and Liability Extension Enhancement; Pertains to Blanket Additional Insured of Written Contract, Primary Non-Contributory and See Attached...

CERTIFICATE HOLDER

CANCELLATION

GOERO International, LLC dba ERO Architects P O Box 720428 McAllen, TX 78504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

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ERO
ARCHITECTS

5. INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Higginbotham Insurance Agency, Inc.
1400 McCall Rd. Ste 105
McAllen TX 78501

CONTACT
NAME: Martha Guerrero
PHONE (A/C, H/O, Ext): 956-668-3509 FAX (A/C, H/O): 956-687-1286
E-MAIL: mguerrero@higginbotham.net
ADDRESS: mguerrero@higginbotham.net

INSURED
GOERO International, LLC dba ERO Architects
P. O. Box 720428
McAllen TX 78504

ERO/IN

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 438757051

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COM/PROP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					CARRIED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in HI)	☐ Y ☐ N ☐ N/A				E L EACH ACCIDENT \$
	(If yes, describe under DESCRIPTION OF OPERATIONS below)					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
A	Professional Liability Claims-Made		PAAP0102900	11/15/2023	11/15/2024	Each Claim \$4,000,000 Aggregate \$4,000,000 Retention \$50,000

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

Additional Named Insureds:
ERO International LLP dba ERO Architects
ERO Building Services, LLC
ERO, LLP dba ERO Architects
South Texas Facility Professionals, LLC

For Insurance Purposes Only

CERTIFICATE HOLDER

CANCELLATION

GOERO International, LLC
dba ERO Architects
P. O. Box 720428
McAllen TX 78504

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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6. PROFESSIONAL SERVICES AGREEMENT

ERO has read the Professional Services Agreement and agrees that it will meet the prerequisite insurance requirements and will enter into such an agreement with the City of Edinburg.





ERO
ARCHITECTS

7. CONTACT INFORMATION

Brian A. Godinez
Principal, CEO
956.655.4655 (mobile)
bgodinez@goERO.com
135 Paseo Del Prado, Ste 58, Edinburg, Texas 78539

Octavio Cantu, AIA, NCARB
Principal, COO
956.655.4655 (mobile)
ocantu@goERO.com
135 Paseo Del Prado, Ste 58, Edinburg, Texas 7859



BROWNSVILLE PUB ANNEX
Brownsville Public Utilities Board



ERO
ARCHITECTS

We value a relationship with the
CITY OF EDINBURG
and hope that you provide ERO with the
opportunity to serve you again.



EDINBURG ARTS & CULTURAL EVENTS CENTER
City of Edinburg



**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND GOERO
INTERNATIONAL LLC. DBA ERO ARCHITECTS FOR PROFESSIONAL
ARCHITECTURAL SERVICES PURSUANT TO RFQ NO. 2024-008**



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.

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PRODUCER Higginbotham Insurance Agency, Inc. 1400 McColl Rd. Ste 105 McAllen TX 78501	CONTACT NAME: Martha Guerrero PHONE (A/C, No, Ext): 956-668-3509 E-MAIL ADDRESS: mguerrero@higginbotham.net FAX (A/C, No): 956-687-1286
INSURED GOERO International, LLC dba ERO Architects P. O. Box 720428 McAllen TX 78504	INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 11150

COVERAGES**CERTIFICATE NUMBER:** 1000891900**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims-Made			PAAEP0162900	11/15/2023	11/15/2024	Each Claim Aggregate Retention \$4,000,000 \$4,000,000 \$50,000

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

Additional Named Insureds:
ERO International LLP dba ERO Architects
ERO Building Services, LLC
ERO, LLP dba ERO Architects
South Texas Facility Professionals, LLC

Project: Hidalgo County Courthouse

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg
415 W. University
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)
8/22/2024

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PRODUCER Higginbotham Insurance Agency, Inc. 1400 N McColl Rd, Ste 105 McAllen TX 78501	CONTACT NAME: Martha Guerrero		
	PHONE (A/C, No, Ext): 956-668-3509 FAX (A/C, No): 956-687-1286		
	E-MAIL ADDRESS: mguerrero@higginbotham.net		
INSURED GOERO International, LLC dba ERO Architects P. O. Box 720428 McAllen TX 78504	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B: Texas Mutual Insurance Company		22945
	INSURER C: National Fire Ins Of Hartford		20478
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 353685070

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			7013598746	1/25/2024	1/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7038381291	5/11/2024	5/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			7013596763	1/25/2024	1/25/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	0001155533	3/11/2024	3/11/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Named Insured:
ERO International, LLP dba ERO Architects
ERO Building Services, LLC
ERO, LLP dba ERO Architects
South Texas Facility Professional, LLC

The General Liability Policy contains the following Endorsements:
Blanket Additional Insured and Liability Extension Enhancement: Pertains to Blanket Additional Insured of Written Contract, Primary Non-Contributory and See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg 415 W. University 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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EXHIBIT “C”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2025

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 Higginbotham Insurance Agency, Inc. 1400 N McColl Rd, Ste 105 McAllen TX 78501	CONTACT NAME: Martha Guerrero	
	PHONE (A/C, No, Ext): 956-668-3509 FAX (A/C, No): 956-668-3509	
	E-MAIL ADDRESS: mguerrero@higginbotham.net	
INSURED GOERO International, LLC DBA ERO Architects P. O. Box 720428 McAllen TX 78504	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Texas Mutual Insurance Company	22945
	INSURER B: Property & Casualty Ins. Co of Hartford	34690
	INSURER C: Nutmeg Insurance Company	39608
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 1843721675	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:			65SBABS6GZR	5/11/2025	5/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			65UECEN3893	5/11/2025	5/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			65SBABS6GZR	5/11/2025	5/11/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001155533	3/11/2025	3/11/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Named Insured:
South Texas Facility Professionals, LLC DBA South Texas Partnership
GOERO International LLC

The General Liability Policy contains the following Endorsements:
Blanket Additional Insured by Contract form SL 30 32 06 21
Business Liability Coverage Form: Pertains to Primary Non-Contributory and Waiver of Subrogation under form SL 00 00 10 18

See Attached...

CERTIFICATE HOLDER	CANCELLATION
City of Edinburg 415 W. University 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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED GOERO International, LLC DBA ERO Architects P. O. Box 720428 McAllen TX 78504
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Follow form applies

The Workers Compensation contains the following Endorsement:
 Blanket Texas Walver of Our right to Recover from Others Endorsement form WC 420304B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1400 McColl Rd. Ste 105 McAllen TX 78501	CONTACT NAME: Martha Guerrero
	PHONE (A/C, No, Ext): 956-668-3509 FAX (A/C, No): 956-668-3509
	E-MAIL ADDRESS: mguerrero@higginbotham.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Arch Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED GOERO International, LLC dba ERO Architects P. O. Box 720428 McAllen TX 78504	EROLN	CERTIFICATE NUMBER: 1617710984	REVISION NUMBER:
---	--------------	---------------------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims-Made		PAAEP0162901	11/15/2024	11/15/2025	Each Claim \$4,000,000 Aggregate \$4,000,000 Retention \$50,000

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

Additional Named Insureds:
ERO International LLP dba ERO Architects
ERO Building Services, LLC
ERO, LLP dba ERO Architects
South Texas Facility Professionals, LLC

CERTIFICATE HOLDER	CANCELLATION
City of Edinburg 415 W. University 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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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

CONSENT AGENDA

Agenda Item No: 12.D.

Digital Evidence Management Services

1. Agenda Item:

Consider Authorizing the Purchase of Mobile Outpost App, Which Includes Polaris-Digital Evidence Management Subscription Services from Utility, Inc. Through Sourcewell Contract No. 051321-UTI in the Amount of \$37,680.00, and Authorize the City Manager to Enter Into an Agreement and Execute Any Documents Relating Thereto. [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, Sourcewell, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Texas Interlocal Purchasing Contract (TIPS), and the Texas Facilities Commission (TFC). 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 Edinburg Police Department currently uses Data Collect Mobile Software by Tyler to gather digital evidence in the field. Data collect Mobile Software will no longer be available and will end on December 31, 2025. This request proposes the purchase of Mobile Outpost App — designed for law enforcement agencies to securely capture and upload photographs, videos, and voice interviews as evidence. Officers will be able to use their city-issued work phones for all field digital evidence collection, eliminating the need to carry additional cameras while on duty.

The projected delivery is expected within 30 days of Purchase Order issuance. Funding in the amount of \$37,680.00 is available through FY 2025-2026 General Fund Operating Budget, Police Department, 512240 Rents & Contractuals. Cooperative Pricing is available through Sourcewell Contract No. 051321-UTI.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Mobile Outpost App, Which Includes Polaris-Digital Evidence Management Subscription Services from Utility, Inc. Through Sourcewell Contract No. 051321-UTI in the Amount of \$37,680.00, and Authorize the City Manager to Enter Into an Agreement and Execute Any Documents Relating Thereto.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Rogelio Garcia, Special
Services Manager

Attachments:

- A. Edinburg TX Police - Mobile Outpost-Polaris Quote
- B. Compliance Verification



UTILITY®

Edinburg TX Police - Mobile Outpost-Polaris

Edinburg TX Police Dept

1702 S Closner Blvd

Edinburg, TX 78539

united states

Jaime Ayala

jaimeayala@cityofedinburg.com

956-289-7700

Iris Alvarado

ialvarado@cityofedinburg.com

Reference: 20250501-154514705

Quote created: May 1, 2025

Quote expires: December 5, 2025

Quote created by: Mark Osborn

"Business Manager"

mosborn@utility.com

+13174571577

Comments from Mark Osborn

*Quote cover 190 users with Mobile Outpost App for iOS or Android and includes Polaris-Digital Evidence Management Platform with unlimited users.

**Minimum Data Storage plan with 2 TB

***12 month quote with auto renewal.

Products & Services

Model Number	Item & Description	Quantity	Unit Price	Total
POLARIS-OUTPOSTMOBILE-S	Mobile Outpost App Service for Sale Mobile Outpost App for either iOS or Android devices. Providing ability to send in the field digital evidence to Polaris. Unlimited users in Polaris for case management.	190	\$240.00 / year	\$45,600.00 / year for 1 year

Model Number	Item & Description	Quantity	Unit Price	Total
SER-S-5100	SOFTWARE - Cloud Data Storage (per TB) Cloud-based data storage on AWS GovCloud (US)	2	\$750.00	\$1,500.00 for 1 year

Annual subtotal	\$45,600.00
One-time subtotal	\$1,500.00
TX Client	(\$9,420.00)
Total	\$37,680.00

Purchase terms

Sourcewell #051321-UTI

Signature

Signature

Date

Printed name

Questions? Contact me



Mark Osborn

"Business Manager"

mosborn@utility.com

+13174571577

Utility, Inc.

250 E. Ponce de Leon Ave

Suite 700

Decatur, GA 30030

US

Compliance Verification Quote#20250501-154514705

Darin Narlock <Darin.Narlock@sourcewell-mn.gov>

Tue, Oct 28, 2025 at 4:05 PM

To: Rogelio Garcia <rgarcia@cityofedinburg.com>

Cc: Shaun Carr <Shaun.Carr@sourcewell-mn.gov>, Chad Dufner <cdufner@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

Good afternoon Rogelio,

I was able to get confirmation from Utility, the items quoted are covered under the Sourcewell contract. Outpost Mobile is a software application, and the other item is data storage.

The discount applied is approximately 20%... which is greater than the agreed upon Sourcewell discount and acceptable through the contract.

Best,
Darin

Darin Narlock | Sr. Supplier Development ExecutiveEmail: darin.narlock@sourcewell-mn.gov

Office: 218-541-5250 | Cell: 651-325-6110

Website: www.sourcewell-mn.gov

From: Rogelio Garcia <rgarcia@cityofedinburg.com>**Sent:** Tuesday, October 28, 2025 9:55 AM**To:** Darin Narlock <Darin.Narlock@sourcewell-mn.gov>**Cc:** Shaun Carr <Shaun.Carr@sourcewell-mn.gov>; Chad Dufner <cdufner@cityofedinburg.com>; Delia Jaramillo <djaramillo@cityofedinburg.com>**Subject:** Re: Compliance Verification Quote#20250501-154514705

[Quoted text hidden]



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

CONSENT AGENDA

Agenda Item No: 12.E.

FY2026 Bullet-Resistant Components for Law Enforcement Vehicles 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 2026 Bullet-Resistant Components for Law Enforcement Vehicles 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 Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program on October 15, 2025. This program supports law enforcement agencies to equip agency-owned motor vehicles used by peace officers with certain bullet-resistant components.

Funding in the amount of approximately \$52,000 will be used to install bullet-resistant windshields and door panels on motor vehicles owned by the Edinburg Police Department, including two 2023 Ford Explorers, one 2024 Chevy Tahoe, one 2026 Chevy Tahoe, and three Chevy Tahoe K9 units. The bullet-resistant components will be used to protect officers from ballistic threats, such as gunfire, and to enhance overall security.

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 November 20, 2025. Projects selected for funding must begin March 1, 2026, and may not exceed a 12-month project period.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor under the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles 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 2026 Bullet Resistant Components 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 2026 BULLET-RESISTANT COMPONENTS FOR LAW ENFORCEMENT VEHICLES GRANT PROGRAM AND EXECUTE
CITY OF EDINBURG	§	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 under the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program to install bullet-resistant windshields and door panels on motor vehicles owned by the Edinburg Police Department; 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 18th day of November, 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney

Application Number: 5649301



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 18, 2025

CONSENT AGENDA

Agenda Item No: 12.F.

Disposition of Records

1. Agenda Item:

Consider Authorizing the Disposition of Approximately 102 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules.

[Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. Staff's Recommendation:

Approve Authorizing the Disposition of Approximately 102 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Joe Rios, Records Processing
Supervisor

Attachments:

- A. 2025-2026 DISPOSITION OF RECORDS
- B. DISP of RCDS LAWS

DISPOSITION OF RECORDS FOR FY 2025-2026
PRESENTED TO CITY COUNCIL ON NOVEMBER 18, 2025

Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
SOLID WASTE MANAGEMENT						
1	11813	Copies of Former Employee Flies	12/2007	5	Employment Applications	GR1050-14c 12/2012
2	11814	Copies of Former Employee Flies	12/2009	5	Employment Applications	GR1050-14c 12/2014
3	11815	Copies of Former Employee Flies	12/2011	5	Employment Applications	GR1050-14c 12/2016
4	11816	Copies of Former Employee Flies	12/2012	5	Employment Applications	GR1050-14c 12/2017
5	11817	Copies of Former Employee Flies	12/2013	5	Employment Applications	GR1050-14c 12/2018
6	11818	Copies of Former Employee Flies	12/2014	5	Employment Applications	GR1050-14c 12/2019
7	11819	Copies of Former Employee Flies	12/2015	5	Employment Applications	GR1050-14c 12/2020
8	11820	Copies of Former Employee Flies	12/2016	5	Employment Applications	GR1050-14c 12/2021
9	11821	Copies of Former Employee Flies	12/2017	5	Employment Applications	GR1050-14c 12/2022
10	11822	Copies of Former Employee Flies	12/2017	5	Employment Applications	GR1050-14c 12/2022
11	11823	Copies of Former Employee Flies	12/2018	5	Employment Applications	GR1050-14c 12/2023
12	11824	Copies of Former Employee Flies	12/2018	5	Employment Applications	GR1050-14c 12/2023
13	11825	Copies of Former Employee Flies	12/2019	5	Employment Applications	GR1050-14c 12/2024

14	11831	SWM Accounts Payable Files (SP'S & Invoices)	12/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2024
15	11832	SWM Accounts Payable Files (SP'S & Invoices)	12/2020	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2023
16	11833	SWM Accounts Payable Files (SP'S & Invoices)	12/2020	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2023
17	11834	SWM Accounts Payable Files (SP'S & Invoices)	12/2020	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2023
18	11835	SWM Accounts Payable Files (SP'S & Invoices)	12/2020	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2023
19	11836	SWM Accounts Payable Files (SP'S & Invoices)	12/2019	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2022
20	11837	SWM Accounts Payable Files (SP'S & Invoices)	12/2019	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2022
21	11838	SWM Accounts Payable Files (SP'S & Invoices)	12/2019	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2022
22	11839	SWM Accounts Payable Files (SP'S & Invoices)	12/2018	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2021
23	11840	SWM Accounts Payable Files (SP'S & Invoices)	12/2018	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2021
24	11841	SWM Accounts Payable Files (SP'S & Invoices)	12/2018	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2021
25	11842	SWM Accounts Payable Files (SP'S & Invoices)	12/2017	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2020
26	11843	SWM Accounts Payable Files (SP'S & Invoices)	12/2017	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2020
27	11844	SWM Accounts Payable Files (SP'S & Invoices)	12/2017	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2020
28	11845	SWM Accounts Payable Files (SP'S & Invoices)	12/2016	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2019
29	11846	SWM Accounts Payable Files (SP'S & Invoices)	12/2016	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2019

30	11847	SWM Accounts Payable Files (SP'S & Invoices)	12/2016	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2019
31	11848	SWM Accounts Payable Files (SP'S & Invoices)	12/2016	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2019
32	11849	SWM Accounts Payable Files (SP'S & Invoices)	12/2015	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2018
33	11850	SWM Accounts Payable Files (SP'S & Invoices)	12/2015	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2018
34	11851	SWM Accounts Payable Files (SP'S & Invoices)	12/2015	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2018
35	11852	SWM Accounts Payable Files (SP'S & Invoices)	12/2014	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2017
36	11853	SWM Accounts Payable Files (SP'S & Invoices)	12/2014	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2017
37	11854	SWM Accounts Payable Files (SP'S & Invoices)	12/2014	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2017
38	11855	SWM Accounts Payable Files (SP'S & Invoices)	12/2014	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2017
39	11856	SWM Accounts Payable Files (SP'S & Invoices)	12/2013	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2016
40	11857	SWM Accounts Payable Files (SP'S & Invoices)	12/2013	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2016
41	11858	SWM Accounts Payable Files (SP'S & Invoices)	12/2012	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2015
42	11859	SWM Accounts Payable Files (SP'S & Invoices)	12/2012	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2015
43	11860	SWM Accounts Payable Files (SP'S & Invoices)	12/2011	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2014
44	11861	SWM Accounts Payable Files (SP'S & Invoices)	12/2013	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2016
45	11862	SWM Accounts Payable Files (SP'S & Invoices)	12/2012	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2015

46	11863	SWM Accounts Payable Files (SP'S & Invoices)	12/2011	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2014
47	11864	SWM Accounts Payable Files (SP'S & Invoices)	12/2010	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2013
48	11865	SWM Accounts Payable Files (SP'S & Invoices)	12/2010	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2013
49	11866	SWM Accounts Payable Files (SP'S & Invoices)	12/2009	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2012
50	11867	SWM Accounts Payable Files (SP'S & Invoices)	12/2016	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2019
51	11868	SWM Accounts Payable Files (SP'S & Invoices)	12/2017	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2020
52	11869	SWM Accounts Payable Files (SP'S & Invoices)	12/2018	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2021
53	11870	SWM Accounts Payable Files (SP'S & Invoices)	12/2018	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2021
54	11871	SWM Accounts Payable Files (SP'S & Invoices)	12/2019	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2022
55	11872	SWM Accounts Payable Files (SP'S & Invoices)	12/2020	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2023
56	11873	SWM Accounts Payable Files (SP'S & Invoices)	12/2015	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2018
57	11874	SWM Accounts Payable Files (SP'S & Invoices)	12/2019	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2022
58	11875	SWM Accounts Payable Files (SP'S & Invoices)	12/2019	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2022
59	11876	SWM Accounts Payable Files (SP'S & Invoices)	12/2019	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2022
60	11877	SWM Accounts Payable Files (SP'S & Invoices)	12/2019	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2022
61	11878	Work Orders	12/2020	2	Service request / Work Orders	GR1075-16	12/2022

62	11879	SWM Accounts Payable Files (SP'S & Invoices)	12/2019	3	Accounts Payable & Disbursement Records	GR1025-26a	12/2022
63	11880	Work Orders	12/2016	2	Service request / Work Orders	GR1075-16	12/2018
64	11881	Work Orders	12/2016	2	Service request / Work Orders	GR1075-16	12/2018
65	11882	Work Orders	12/2019	2	Service request / Work Orders	GR1075-16	12/2021
66	11883	Work Orders	12/2020	2	Service request / Work Orders	GR1075-16	12/2022
FINANCE DEPT							
67	11204	Customer Bill Records/Water Stubs	10/6/2022	3	Customer Billing Records	UT5000-04	10/2025
68	11205	Customer Bill Records/Water Stubs	1/31/2022	3	Customer Billing Records	UT5000-04	01/2025
69	11206	Customer Bill Records/Water Stubs	1/17/2022	3	Customer Billing Records	UT5000-04	01/2025
70	11207	Customer Bill Records/Water Stubs	7/20/2022	3	Customer Billing Records	UT5000-04	07/2025
71	11208	Customer Bill Records/Water Stubs	5/31/2022	3	Customer Billing Records	UT5000-04	05/2025
72	11210	Customer Bill Records/Water Stubs	4/29/2022	3	Customer Billing Records	UT5000-04	04/2025
73	11212	Customer Bill Records/Water Stubs	1/31/2022	3	Customer Billing Records	UT5000-04	01/2025
74	11213	Customer Bill Records/Water Stubs	7/20/2022	3	Customer Billing Records	UT5000-04	07/2025
75	11307	Daily Cash Reports	10/2022	3	Accounts Receivable Records	GR1025-27a	10/2025
76	11308	Daily Cash Reports	10/2022	3	Accounts Receivable Records	GR1025-27a	10/2025
77	11538	Service Application/Work Orders	10/2023	2	Service Application and Depots Records	UT5000-19	10/2025

COMMUNITY DEVELOPMENT & GRANTS							
78	10025	CDBG 2015 FEMA Weather Event	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
79	10057	QPR's TDRA Water Plant 1 / GLO Force Acct. Labor Forms, #10-5040-000-5016 / Jackson Rd. Drainage / Bid Documents / DR 5010043 TDRA Financial Forms	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
80	10073	CDBG Housing Reconstruction/ Rehabilitation Program	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
81	10076	40th Year Housing Rehabilitation\Reconstruction Assistance Applicant Files: Hortencia Pena ; Maria Espinosa	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
82	10077	40th & 42nd Housing Assistance Program-Rehab\Recon Assistance Applicant Files: Emilia Salinas; Dora Villarreal; Jesus Fuentes	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
83	10078	41st Housing Assistance Program – Rehab\Recon Assistance Applicant Files: William Worsham; Ascencion Godinez	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
84	10079	42nd Housing Assistance Program – Rehab\Recon Assistance Applicant Files: Francisco Morales; Carmen De La Fuente TDHCA HOME 6 – Norma Linda Partida	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
85	10080	42nd Housing Assistance Program – Rehab\Recon Assistance Applicant Files: Gilbert Hernandez; Pedro Salinas; Rosa Puentes	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
86	10096	41st CDBG Housing Assistance Program- Rehab\Recon Assistance Applicant Files: Ariel Salinas, Feliciano Espinoza, Horacio Garza	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
BUILDING MAINTENANCE							
87	11709	Building Maintenance Work orders / Daily Restroom	2021-10/2022	2	Service Request / Work Orders	GR1075-19	10/2024
88	11710	Building Maintenance Work orders / Daily Restroom	2022-10/2023	2	Service Request / Work Orders	GR1075-19	10/2025
89	11711	Building Maintenance Work orders / Daily Restroom	2022-10/2023	2	Service Request / Work Orders	GR1075-19	10/2025

90	11712	Building Maintenance Work orders / Janitorial List	2021-10/2022	2	Service Request / Work Orders	GR1075-19	10/2024
91	11713	Building Maintenance Work orders / Daily Restroom	2022-10/2023	2	Service Request / Work Orders	GR1075-19	10/2025
92	11714	Building Maintenance Work orders / Daily Restroom	2022-10/2023	2	Service Request / Work Orders	GR1075-19	10/2025
93	11715	Building Maintenance Work orders / Daily Restroom	2021-10/2022	2	Service Request / Work Orders	GR1075-19	10/2024
94	11716	Building Maintenance Work orders / Daily Restroom	2022-10/2023	2	Service Request / Work Orders	GR1075-19	10/2025
95	11717	Past Due Work Order	2017-10/2018	2	Service Request / Work Orders	GR1075-19	10/2020
96	11718	Building Maintenance Work orders / Daily Restroom	2022-10/2023	2	Service Request / Work Orders	GR1075-19	10/2025
97	11719	Past Due Work Order	2020-10/2021	2	Service Request / Work Orders	GR1075-19	10/2023
MUNICIPAL COURT							
98	10482	Final Cases Numeric/C/Ct/E Tickets	09/2020 – 10/2020	5	Case Papers	LC2350-04a	10/2025
99	10483	Finalized Cases E Tickets	09/2020 – 10/2020	5	Case Papers	LC2350-04a	10/2025
100	10484	Finalized Cases E/E2 Tickets	09/2020 – 10/2020	5	Case Papers	LC2350-04a	10/2025
HUMAN RESOURCES							
101	11169	Grievance Records, Incident Reports, Worker’s Compensation Records, and Reports & Studies	01/2014 - 10/2021	4	Workers Compensation Claim Records	GR1050-32b	10/2025
CITY SECRETARY							
102	10545	Application for Certificate Copy of Birth and Death Certificate	10/2022	3	Records of Issuance of Birth & Death Records	CC1325-08a	10/2025

Source: Texas State Library and Archives Commission <https://www.tsl.texas.gov/slrn/pubs/bulletind#Ch201>

TEXAS LOCAL GOVERNMENT CODE

Title 6. Records

Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:

1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section [203.044](#); or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section [441.169](#), Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):

1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

City of Edinburg – Code of Ordinances

CHAPTER 34 – RECORDS AND INFORMATION MANAGEMENT

RECORDS MANAGEMENT PROGRAM

Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

- (A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.
- (B) *Development; authority granted; revision.*
- (1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.
 - (2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.
 - (3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

('82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.