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
JANUARY 20, 2026
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:

- All-America City David Chavana 10K Run/Walk, Fun Run and Miracle Mile

6. PROCLAMATION/RECOGNITION

A. Presentation of Proclamation Recognizing January 2026, as Edinburg Consolidated Independent School District Board of Trustees Month. [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 HEARINGS

A. Hold Public Hearing and Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Parks & Wildlife Department Under the Fiscal Year 2026 Recreational Trails Grant Program for the Veterans Detention Pond Trail Project, and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

B. Hold Public Hearing and Consider the Sign Variance Request to the City of Edinburg Unified Development Code Article 4, Section 4.302, E. Changeable Copy Standards, Being Lot 19, El Seco Subdivision, Located at 3703 Nadia Lane, as Requested by Complete Signs LLC. [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for On-Premise Consumption for Alcoholic Beverages for Late Hours, Being Lots 1 And 2, Edinburg Original Townsite, Block 251, Located At 300 E. University Dr. Suite 3, as Requested by Hugo A. Olvera. [Jaime Acevedo, Director of Planning and Zoning]

9. ORDINANCES

A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XV Land Usage, Chapter 150 General Provisions; Adding Section 150.08 Edinburg Thoroughfare Plan. [Tomas D. Reyna, Assistant City Manager]

B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III: Administration, Chapter 32 Boards, Councils, Commissions And Committees, Section 32.43 Downtown District Steering Committee, by Adding Subsection (A)(1) to Section 32.43. [Josephine Ramirez Solis, City Attorney]

10. APPOINTMENT

A. Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Airport Advisory Board of South Texas International Airport of Edinburg, One Member. [Clarice Y. Balderas, City Secretary]

11. CONSENT AGENDA

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

A. Consider Authorizing the Approval of an Interlocal Agreement Between the County of Hidalgo, Texas and the City of Edinburg Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations. [Jaime Ayala, Chief of Police]

B. Consider Authorizing the Purchase of Fifteen (15) Portable Radios and Accessories from Motorola Solutions Connectivity, Inc. through the Helping Governments Across the Country Buy (HGACBuy) Cooperative Agreement Contract No. RA05-21 using FY 2026 Office of the Governor Criminal Justice Grant No. 5357001 funds in the Amount of $98,836.80. [Jaime Ayala, Chief of Police]

C. Consider Authorizing the Renewal of the City of Edinburg's Immutable Backup System Through Freeit Data Solutions Via Department of Information Resources (DIR) Contract No. DIR-CPO-5330,

in the Amount of $44,863.56. [Daniel Vera, Director of Information Technology]

D. Consider Approving the Renewal of a Three (3) year Google Workspace Email Services From SHI GS Through Department of Information Resource Contract No. DIR-CPO-5438, in the Amount of $184,803, Annually. [Daniel Vera, Director of Information Technology]

E. Consider Approving the Quarterly Investment Report for the Period Ending December 31, 2025, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

F. Consider Approval of Agreement for Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail with Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Execute Any Related Documents Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

G. Consider Approving the City Council Minutes for the following: 2025 Regular Meetings: November 05, 2025, November 18, 2025, and 2025 Special Meetings: October 21, 2025, and November 12, 2025. [Clarice Y. Balderas, City Secretary]

12. OTHER BUSINESS

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

13. EXECUTIVE SESSION

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

A. Consultation with City Attorney regarding pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privilege under the authority of the Open Meetings Act. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

B. Consultation with City Attorney and Possible Action Regarding Agreement with Palm Valley Animal Society. (§551.071. Consultation with Attorney; Closed Meeting.)

C. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; Closed Meeting.)

D. Discussion and Possible Action Regarding Economic Development Matters- Agreement with EDC regarding Ebony Hills Development Project-Project Workforce Resource Center. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

E. Discussion and Possible Action Regarding Economic Development Matters - 1. Project Happy Gilmore; 2. Project Komida; 3. Project Chair.(§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

OPEN SESSION

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

14. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on January 13, 2026 at 6:05 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: January 20, 2026
PROCLAMATION/RECOGNITION

Agenda Item No: 6.A.
Proclamation: Edinburg Consolidated Independent School Board of Trustees Appreciation Month

1. **Agenda Item:**
   Presentation of Proclamation Recognizing January 2026, as Edinburg Consolidated Independent School District Board of Trustees Month. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   The mission of public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors of society and an ever-changing world. The Edinburg Consolidated Independent School District Board of Trustees members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child.

   The Edinburg City Council would like to recognize the Edinburg Consolidated Independent School District Board of Trustees members and Volunteers who work tirelessly to guide the school district in creating a meaningful, high-quality educational experience and opportunities that prepare our students for college, careers and beyond.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing January 2026, as Edinburg Consolidated Independent School District Board of Trustees Month.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Proclamation: ECISD Board of Trustees Month 2026

PROCLAMATION



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES MONTH

WHEREAS, Governor Greg Abbott recently issued a proclamation officially marking January as School Board Recognition Month in the state of Texas acknowledging the importance of school boards, this year's theme is " Our Future is Public" highlighting trustees' crucial role in public education; and,

WHEREAS, the mission of the Edinburg Consolidated Independent School District (ECISD) Board of Trustees, administrators, teachers, support staff, parents and community, in partnership with public and private agencies, is committed to provide the support, resources and academic rigor to ensure all students achieve educational and social excellence; and,

WHEREAS, the ECISD vision is that all students will master the competencies to be life-long learners, to compete, contribute, and succeed in the global community through positive attitudes and high expectations; and,

WHEREAS, the ECISD Board of Trustees works closely with parents, educational professionals, and other community members to achieve the educational vision we want for our students; and,

WHEREAS, the ECISD Board of Trustees is responsible for ensuring the structure that provides a solid foundation for our school system; and,

WHEREAS, the ECISD Board of Trustees are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district; and,

WHEREAS, the Edinburg City Council recognizes the ECISD Board of Trustees members: David Torres, Carmen Gonzalez, Letty Flores, Luis G. Alamia, Leticia Garcia, Xavier Salinas, Dominga Vela and the volunteers who work tirelessly to guide the school districts in creating a meaningful, high-quality educational experiences and opportunities that prepare our students for college, careers and beyond.

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

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES MONTH

and encourage all citizens to join in recognizing the ECISD Board of Trustees members for their dedication, leadership and commitment to improving the education system and that it meets the needs of both today's and tomorrow's children.

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 20th day of January, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
PUBLIC HEARINGS

Agenda Item No: 8.A.
Public Hearing and Resolution - TPWD Veterans Detention Pond Trail Project

1. **Agenda Item:**
Hold Public Hearing and Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Parks & Wildlife Department Under the Fiscal Year 2026 Recreational Trails Grant Program for the Veterans Detention Pond Trail Project, and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
On November 1, 2025, the Texas Parks and Wildlife Department (TPWD) announced the solicitation of grant applications for its Fiscal Year 2026 Annual Recreational Trails Grant Program. This program provides funding assistance to local units of government for the development and improvement of publicly accessible recreational trails throughout the State of Texas. For example, in 2020, TPWD funded the Chapin Pond Trail through the Local Parks Grant Program.

The City of Edinburg seeks to promote inclusive recreational opportunities for residents of all ages and abilities by proposing improvements to the Veterans Detention Pond. The proposed project includes the construction of an approximately half-mile asphalt trail along the perimeter of the pond, designed to accommodate a variety of uses such as bicycling, walking and hiking, jogging and running, skating and skateboarding, bird watching, and use by individuals with disabilities, including wheelchair users. Additional improvements include the construction of a parking lot with associated pavement, curb and gutter, striping, accessible parking spaces, stop signs, and sidewalks with accessibility ramps connecting to the trail. The project also proposes the installation of solar lighting, benches, trash receptacles, accessible water fountains, and vinyl fencing surrounding the pond. This new location is proposed to serve as the City's designated southeastern park, providing a strategically located public recreational space to meet the needs of residents in the surrounding area.

The City is requesting approximately $300,000 in grant funding, which requires a 20% local match of about $75,000, resulting in a total estimated project cost of $375,000. The required matching funds would be appropriated contingent upon the availability of funds in the FY 2026–2027 Parkland Dedication Fund.

The grant application deadline is Monday, February 2, 2026. The anticipated period of performance is two to three years, with award notifications expected in June 2026. All improvements funded through the grant must be maintained for a minimum of 20 years and remain permanently dedicated to public park and recreational use.

If authorized to submit the application, the City of Edinburg would have the opportunity to leverage grant funding to enhance accessible recreational amenities while minimizing impacts to local budget expenditures. The City has successfully received similar grant funding in the past,

including for the Chapin Pond walking trail.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Parks & Wildlife Department Under the Fiscal Year 2026 Recreational Trails Grant Program for the Veterans Detention Pond Trail Project, and Execute Grant Documents Relating Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:

A. 2026 TPWD Recreational Trails Grant Resolution
B. Veterans Detention Pond Trail Cost Estimate
C. Veterans Detention Pond Trail Exhibit

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE TEXAS PARKS & WILDLIFE DEPARTMENT UNDER THE FISCAL YEAR 2026 RECREATIONAL TRAILS GRANT PROGRAM FOR THE VETERANS DETENTION POND TRAIL PROJECT, AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Texas Parks & Wildlife Department (TPWD) is soliciting grant applications for the Fiscal Year 2026 Recreational Trails Grant Program to fund projects that provide publicly accessible recreational trails throughout the state of Texas; and

WHEREAS, the City of Edinburg is fully eligible to receive assistance under the Texas Parks and Wildlife Department's Recreational Trails Grant Program; and

WHEREAS, the Fiscal Year 2026 Recreational Trails Grant opportunity is a reimbursement grant program with a 20% local match requirement; and

WHEREAS, the Edinburg City Council finds it is the best interest of the citizens of City of Edinburg to apply for the Fiscal Year 2026 Recreational Trails Grant; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas Parks & Wildlife Department funds, the City of Edinburg assures that the funds will be returned to the Texas Parks & Wildlife Department in full; and

WHEREAS, the City of Edinburg is desirous of authorizing an official to represent and act for the Applicant in dealing with TPWD concerning the FY 2026 Recreational Trails Grant Program, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

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

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes the City Manager to submit the grant application for the Fiscal Year 2026 Recreational Trails Grant.

SECTION 3: The City of Edinburg is eligible to receive assistance under the Texas Parks and Wildlife Department's Recreational Trails Grant Program.

SECTION 4: The City of Edinburg has the financial resources to meet the grant program requirements.

SECTION 5: The City of Edinburg hereby acknowledges that, if funded, the Veterans Detention Pond Trail Project in the City of Edinburg will be maintained and open to the public for a period of at least 20 years after project completion.

SECTION 6: The City of Edinburg hereby authorizes and directs the City Manager to act for the Applicant in dealing with the Department for the purposes of the Recreational Trails Grant Program, and that Myra L. Ayala is hereby officially designated as the signatory and representative in this regard. As the authorized official, the City Manager is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

SECTION 7: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

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

INTRODUCED, READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 20th day of January, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney

CONSTRUCTION COST ESTIMATE	DATE: January 7, 2026	SHT. 1 of 1

Project: Veterans Detention Pond Trail	Basis of Estimate	
Location: South Veterans Blvd and E Alberta Rd	No Design	¤
Owner: City of Edinburg	Completed Preliminary Design	
Type of Estimate: Preliminary		
Estimator: RC, MH, CH	Final Design	

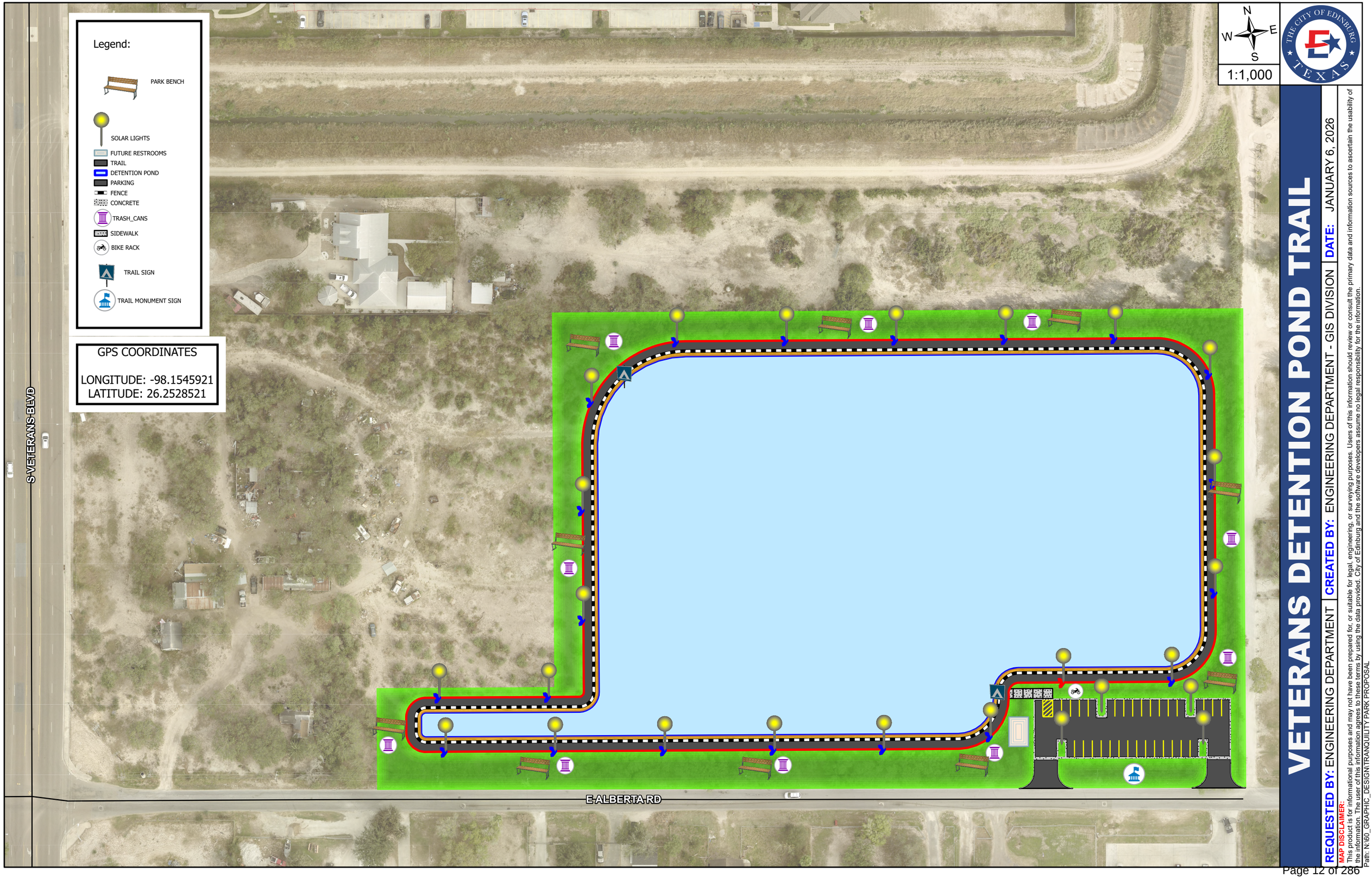
IMPROVEMENTS:

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	25' Solar Lighting	EA	25	$4,500	$112,500
2	Outdoor Park Benches	EA	10	$600	$6,000
3	2" Asphalt (Parking Lot)	SY	1350	$20	$27,000
4	6" Subgrade (Parking Lot)	SY	1350	$6	$8,100
5	8" Flexbase (Parking Lot)	SY	1350	$16	$21,600
6	1 1/2" Asphalt (Trail)	SY	3000	$18	$54,000
7	4" Subgrade (Trail)	SY	3000	$4	$12,000
8	Trash Cans	EA	10	$700	$7,000
9	10' ADA Ramps	EA	2	$2,000	$4,000
10	10' Sidewalk	LF	50	$90	$4,500
11	2-Rail Vinyl Fence	LF	2640	$10	$26,400
12	2-Rail Vinyl Fence End Post	EA	60	$35	$2,100
13	Bike Rack	EA	1	$300	$300
14	18" Curb and Gutter	LF	760	$40	$30,400
15	Reflective Pavement Markings 4" Solid (White)	LF	600	$2	$1,200
16	Reflective Pavement Markings 4" Solid (Blue)	LF	100	$2	$200
17	Stop Bar (24" Thermoplastic)	LF	30	$30	$900
18	R1-1 Stop Sign (30"x30")	EA	2	$500	$1,000
19	3' Valley Gutter	LF	50	$30	$1,500
20	Trail Marker Sign	EA	2	$550	$1,100
21	Trail Monument Sign	EA	1	$7,000	$7,000
22	Safety End Treatment	EA	4	$1,250	$5,000
23	18" Reinforced Concrete Pipe	LF	60	$50	$3,000
24	Green Grading	LF	200	$5	$1,000
				SUB-TOTAL	**$ 337,800**

PROFESSIONAL SERVICES

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Engineering, Surveying, and Construction Management	LS	1	$27,000	$27,000
2	Geotechnical Engineering and Materials Testing	LS	1	$10,200	$10,200

SUB-TOTAL	**$ 37,200.00**
TOTAL COST:	**$ 375,000**
CITY MATCH (20%)	$ 75,000
GRANT CONTRIBUTION (80%)	$ 300,000



VETERANS DETENTION POND TRAIL

REQUESTED BY: ENGINEERING DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** JANUARY 6, 2026

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

Path: N:\60_GRAPHIC_DESIGN\TRANQUILITY PARK PROPOSAL

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
PUBLIC HEARINGS

Agenda Item No: 8.B.
Public Hearing / Sign Variance - Complete Signs LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Sign Variance Request to the City of Edinburg Unified Development Code Article 4, Section 4.302, E. Changeable Copy Standards, Being Lot 19, El Seco Subdivision, Located at 3703 Nadia Lane, as Requested by Complete Signs LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The applicant is requesting a variance to the Unified Development Code Section 4.302 as it applies to signs. This is to allow for more coverage than the 50% of sign area allowed as per the Unified Development Code. The sign in question is for the advertisement of El Ronco Drive Thru established at this location. The property is located at the north-east corner of Nadia Lane and E. Monte Cristo Road also known as FM 1925. The proposed sign is located on the southwest corner wall that is 8 feet wide by 21 feet tall. The property is currently zoned Commercial, General (CG) District as this property sits right off of Monte Cristo Road (FM 1925). Adjacent land uses are residential uses and commercial uses.

Staff received a Sign Variance Application for the subject property on November 13, 2025. The applicant is proposing to construct a LED Screen that is located at the southwest corner wall of the building, that currently abuts Monte Cristo Road (FM 1925). The southwest corner wall where the LED sign is being proposed is 8 feet wide by 21 feet tall. City of Edinburg Unified Development Code allows for electronic message center wall signs to be placed with a maximum sign area of 50 % of wall area. The applicant is proposing to construct the LED sign 8 feet wide by 21 feet tall for a total square footage of 168 square feet, covering the wall in its entirety. Based off of the size of the wall the maximum allowed square footage for a sign would be 84 square feet.

Article 9, Table 9.103-1 states that a variance to a sign permit must come before the Planning & Zoning Commission in the form of a public hearing. The applicant then has an opportunity for the item to be heard before City Council.

Staff mailed a notice of the public hearing to 33 neighboring property owners on Tuesday, December 30, 2025, and received 1 comment in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on January 3, 2026.

If approved, the applicant would still need to comply with the City of Edinburg Unified Development Code Article 4, Section 4.302-2, addresses maximum pixel pitch for an Electronic Message Center and states that it shall not be greater than 19 mm. Electronic Message Centers shall be equipped with ambient light sensors and programmed to automatically dim when ambient light levels drop. Electronic Message Centers shall display only static images (messages and / or graphics without motion, flashing, animation, or frame effects).

The request for a public hearing/sign variance request was denied with a 3-3 tie vote on December 11, 2025, by the Planning and Zoning Commission.

3. **Staff's Recommendation:**

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

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

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments

MEETING DATES:
PLANNING & ZONING COMMISSION – 12/11/2025
CITY COUNCIL –01/20/2026
DATE PREPARED – 12/05/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Sign Variance Request to the City of Edinburg Unified Development Code Article 4, Section 4.302, E. Changeable Copy Standards

APPLICANT: Ismael Reyes

AGENT: Complete Signs, LLC

LEGAL: Lot 19, El Seco Subdivision

LOCATION: Located at 3703 Nadia Lane

LOT/TRACT SIZE: Not Applicable

CURRENT USE: Commercial

PROPOSED USE: Commercial

EXISTING ZONING: Commercial, General (CG) District

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

LAND USE PLAN: Neighborhood Commercial Uses

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

RECOMMENDATION: Staff recommends denial of the Variance Request to the City of Edinburg Unified Development Code Article 4, Section 4.302, E. Changeable Copy Standards

SIGN VARIANCE REQUEST
COMPLETE SIGNS, LLC

EVALUATION

The following is staff's evaluation of the request.

1. The sign in question is for the commercial development located at this property.

2. The applicant is proposing to construct the LED Sign 8 feet wide by 21 feet tall for a total square footage of 168 square feet, covering the wall in its entirety. Based off of the size of the wall the maximum allowed square footage for a sign would be 84.00 square feet.

3. This property is located on Monte Cristo Road (FM 1925). This roadway falls within the City limits of Edinburg, but is overseen by the Texas Department of Transportation.

4. City of Edinburg Unified Development Code Article 4, Section 4.302-2, addresses maximum pixel pitch for an Electronic Message Center shall not be greater than 19 mm.

5. Electronic Message Centers shall be equipped with ambient light sensors and programmed to automatically dim when ambient light levels drop.

6. Electronic Message Centers shall display only static images (messages and / or graphics without motion, flashing, animation, or frame effects)

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

Staff mailed a notice of the public hearing to 33 neighboring property owners on Tuesday, December 30, 2025, and received 1 comment in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on January 3, 2026.

Sec. 4.302, Design, Construction, and Maintenance

A. Generally. A sign described in this Division shall comply with the restrictions provided in this Division, all other applicable requirements of the City's Code of Ordinances, and state and federal law.

B. Reference to Sign Measurement Provisions. See Sec. 3.301, *Measurements*, for provisions related to sign measurement methodology.

C. Construction and Installation.

1. *Generally.* All permitted signs must be in compliance with the provisions of the building codes that are adopted by the City.
2. *Identification*. Every permitted sign shall display in a conspicuous place on the sign, in letters no less than one inch in height, the date of erection, the permit number, the name of the sign manufacturer and installer, and the voltage of any electrical apparatus used.
3. *Anchoring.* Signs shall not be suspended by chains or other devices that will allow the sign to swing, due to wind action. Signs shall be anchored to prevent any lateral movement that could cause wear on supporting members or connections.
4. *Supports.* Supports and braces shall be an integral part of the sign design. Angle irons or wires used for supports or braces shall be hidden from public view to the extent technically feasible.
5. *Freestanding Signs.* Freestanding signs shall be self-supporting structures and be permanently attached to sufficient foundations. Sign shall not overhang into public right-of-way, be placed in a utility easement, or be located below electric power lines.
6. *Attached Signs*. Attached signs must derive their principle and total support from the building to which they are attached.
7. *Use of Fill Under Monument Signs*. Mounds or berms may be used to elevate permanent monument signs, provided that the mound or berm elevates the base of the sign not more than three feet above the natural grade at the location of the sign.
8. *Electrical Switch.* The sign shall be equipped with a switch that prevents electricity from flowing to the sign in order to promote safety during maintenance.
9. *Evidence of Previous Signs*. Where a wall sign is proposed to replace an existing wall sign, all evidence of the previous wall sign shall be removed from the surface of the wall prior to the installation of the new sign.
10. *Inspection Request.* After any sign requiring a permit is constructed or erected, the sign contractor performing the work or service shall notify the Building Official for final inspection of the sign.

D. Maintenance and Repair.

1. *Generally.* Every sign and ground area around signs permitted by this code shall be kept in good condition and maintained as provided in this Section. These regulations apply to all signs, temporary signs or permanent, attached or detached, unless otherwise specifically provided in this Section. The routine maintenance of a sign as required in this Section shall be exempt from obtaining a Sign Permit.
2. *Upkeep of Ground Around Sign.* The area within a 10-foot radius of the base of a sign shall be kept free of weeds, rubbish, or flammable waste or material.
3. *Supports and Other Hardware.* Structural supports, braces, bolds, clips, supporting frames and fastenings of a sign shall be kept in good repair and safe condition, including replacement of defective parts, so that the sign is securely fastened or anchored to a building wall, structural framing, or other foundation. Angle irons or wires used for supports or braces shall be hidden from public view to the extent technically feasible.
4. *Paint and Finishes*. Paint and other finishes shall be maintained in good condition. Peeling finishes shall be repaired. Signs with running colors shall be repainted, repaired, removed, or replaced if the running colors were not part of the original design.
5. *Corrosion and Rust.* Permanent signs and sign structures shall be finished and maintained to prevent corrosion and rust.
6. *Level Position.* Signs that are designed to be level shall be installed and maintained in a level position.
7. *Damage or Destruction.* Damaged signs and sign structures shall be promptly repaired (to their original condition or better) or removed. Damaged or destroyed nonconforming permanent signs are subject to the applicable requirements of Sec. 7.204, *Signs*. Damaged or destroyed temporary signs shall be removed.

E. Changeable Copy Standards.

1. *Generally.* Signs with changeable copy may be used in the form of Electronic Message Centers (EMC) or Changeable Copy Centers (CCC). All signs using changeable copy shall be:
   a. Permanent signage that conforms to the requirements of this Division; and
   b. In compliance with all applicable Texas Department of Transportation standards.
2. *Location.* EMCs are not allowed closer than 50 feet to residential zoning districts, an existing single-family dwelling or duplex dwelling if the EMC display faces the residential property.
3. *Enclosure Required.* EMCs and CCCs that are a component of ground signs, wall signs, or projecting signs shall be enclosed on all sides with a finish of brick, stone, stucco, finished metal, or other durable material that is used for that portion of surface of the sign face that is not an EMC or CCC, and the EMC or CCC appear to be either recessed into the

frame or flush with it. The enclosure shall extend not less than four inches outward from the EMC display or CCC component on all sides.

4. *Design.*

a. *Generally.* EMCs or CCCs on ground signs, cabinet wall signs, or projecting signs shall be designed as an integral part of the sign. See Figure 4.302-1, *Electronic Message Center Design Requirements*, and Figure 4.302-2, *Changeable Copy Center Design Requirements*.

b. *Size and Proportions.*

i. An EMC or CCC that is incorporated into a ground sign shall not occupy more than 50 percent of the sign area of the sign into which it is incorporated.

ii. An EMC or CCC that is incorporated into a projecting sign or wall sign shall not exceed the 50 percent of the sign area of the sign into which it is integrated.

iii. An EMC that is displayed through a building window is exempt from this Subsection 5. and Subsection 6.a. but its sign area shall not exceed six square feet.

Figure 4.302-1
Electronic Message Center Design Requirements

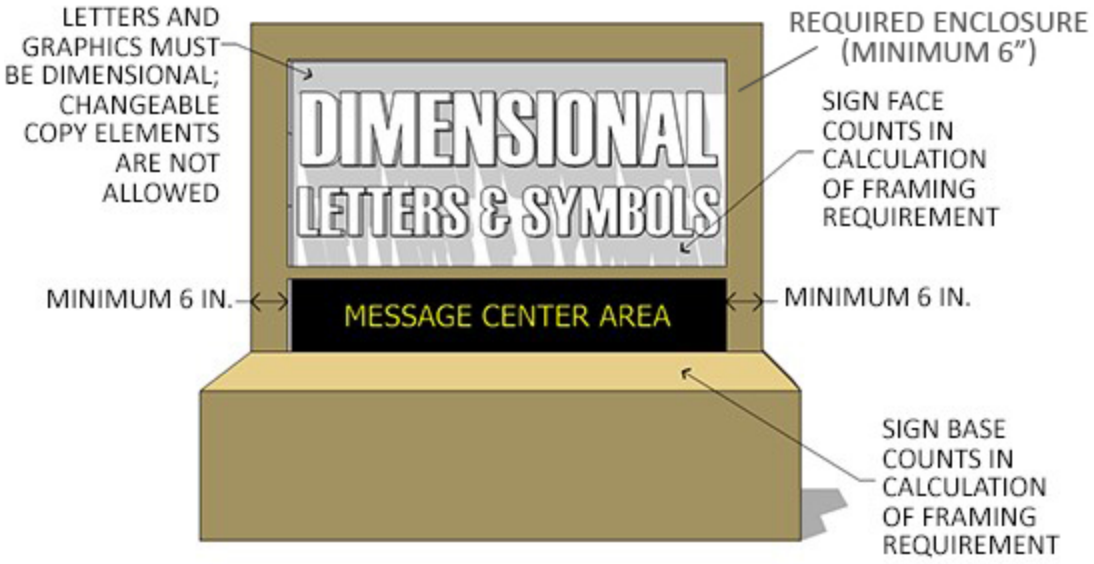


Figure 4.302-2
Changeable Copy Center Design Requirements

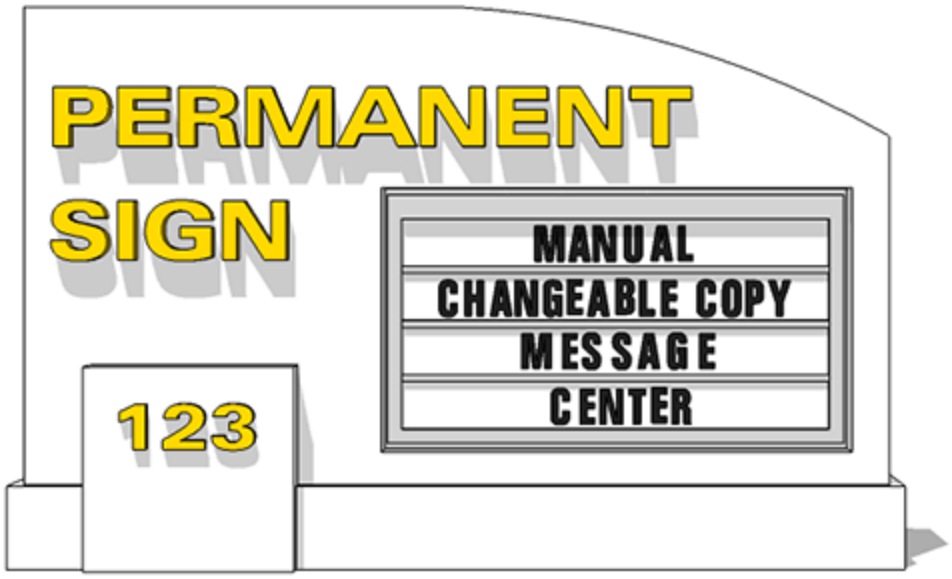


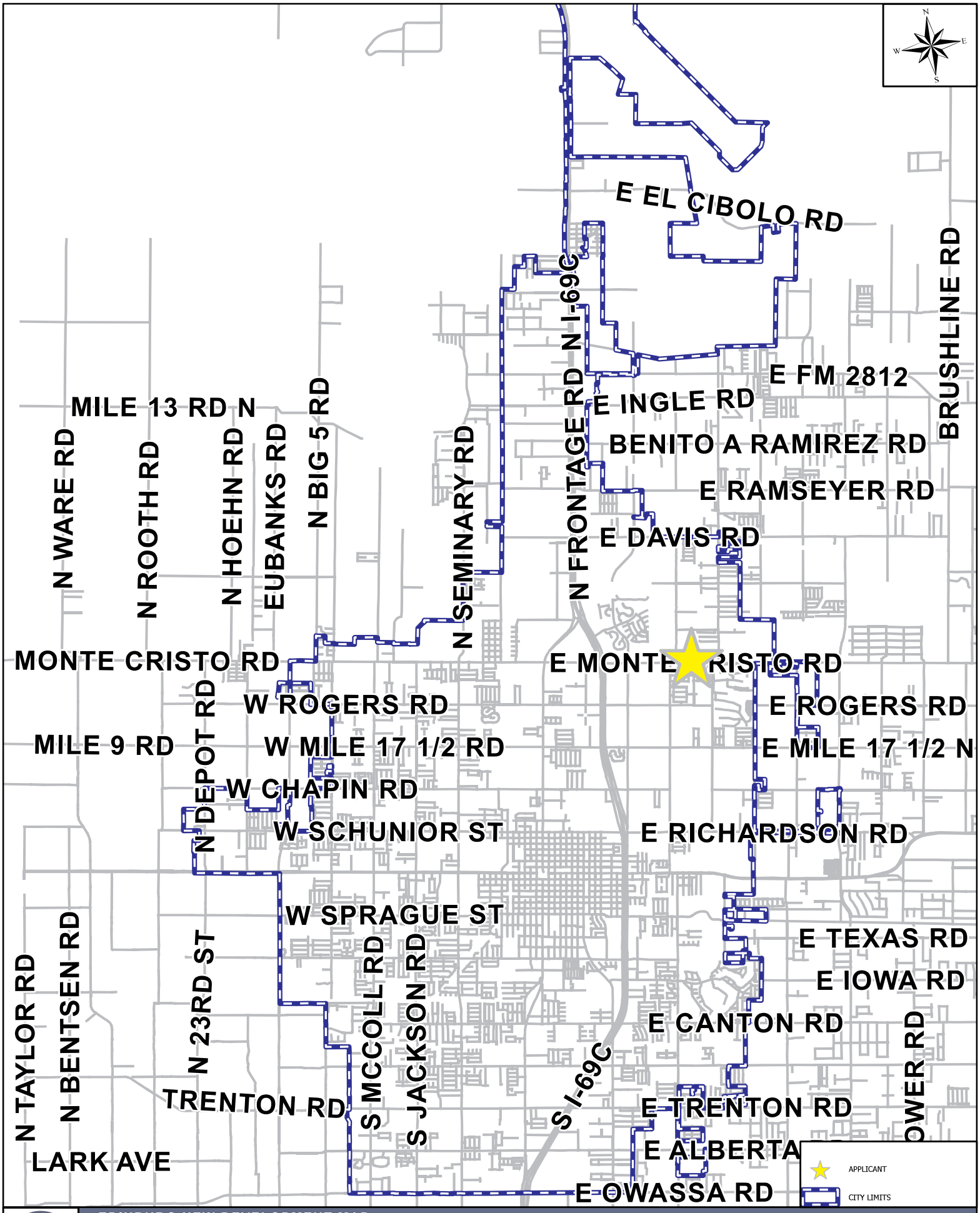
FIGURE NOTES:
EMCs and manual changeable copy signs may be internally illuminated if they use opaque inserts with translucent letters, numbers, or symbols, as displayed by "A" above. These signs shall not be internally illuminated if they use clear or translucent inserts with opaque or translucent letters, numbers, or symbols, as displayed by "B" above.

c. *Maximum Pixel Pitch for EMCs.* The pixel pitch of an EMC shall not be greater than 19 mm.

d. *Brightness.*
   i. EMCs shall be equipped with ambient light sensors and programmed to automatically dim when ambient light levels drop.
   ii. The maximum brightness of an EMC or internally illuminated CCC shall be calibrated with the on-site and off-site illumination requirements of subsection D, Sign Illumination, below.

e. *EMC Operation.* EMCs shall be programmed, maintained, and / or operated as follows:
   i. EMCs shall display only static images (messages and / or graphics without motion, flashing, animation, or frame effects).
   ii. Images shall be displayed for a period of not less than eight seconds.
   iii. If the EMC is damaged or malfunctions such that image data is not properly displayed the EMC shall automatically turn off.

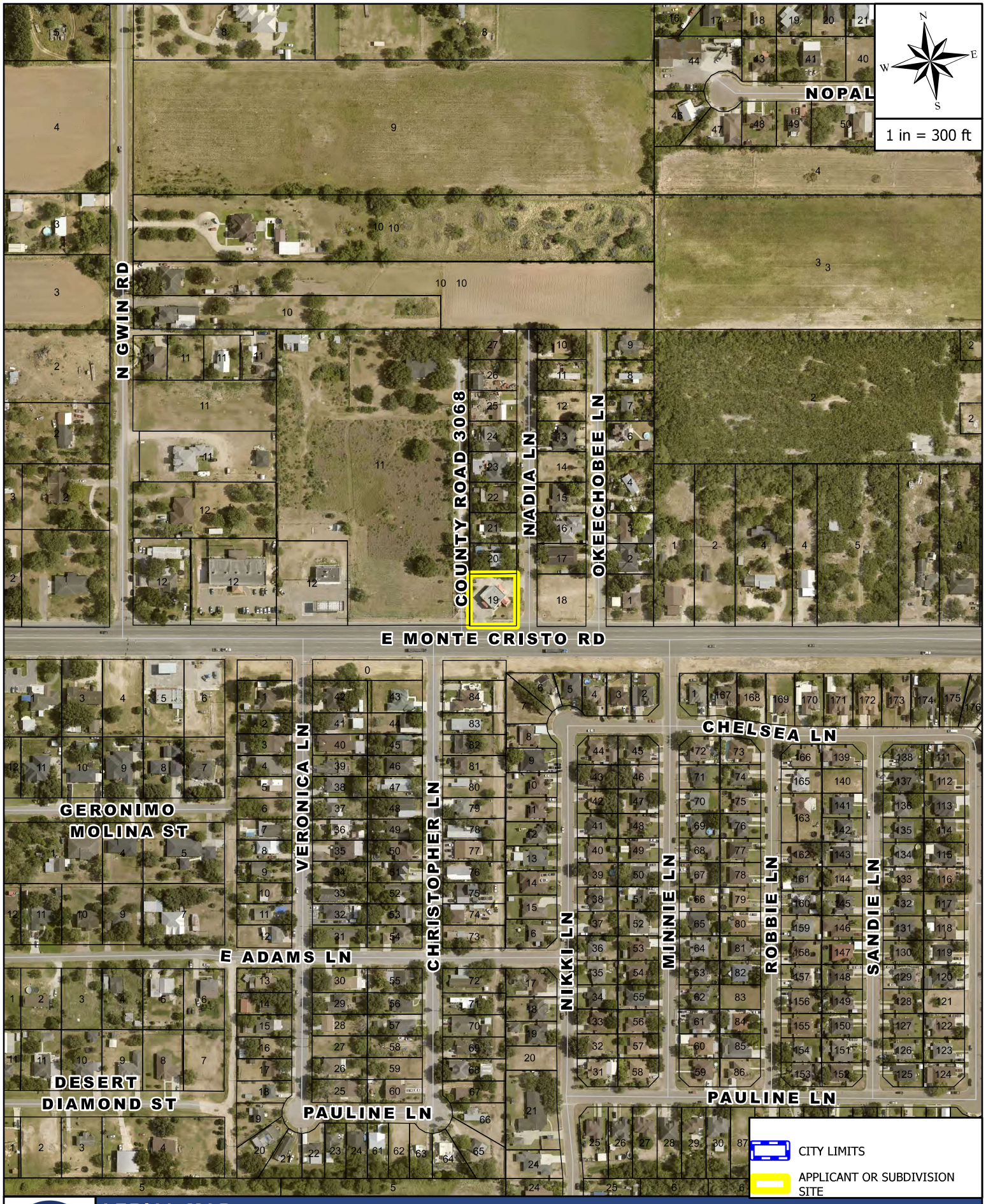
Effective on: 8/9/2022



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

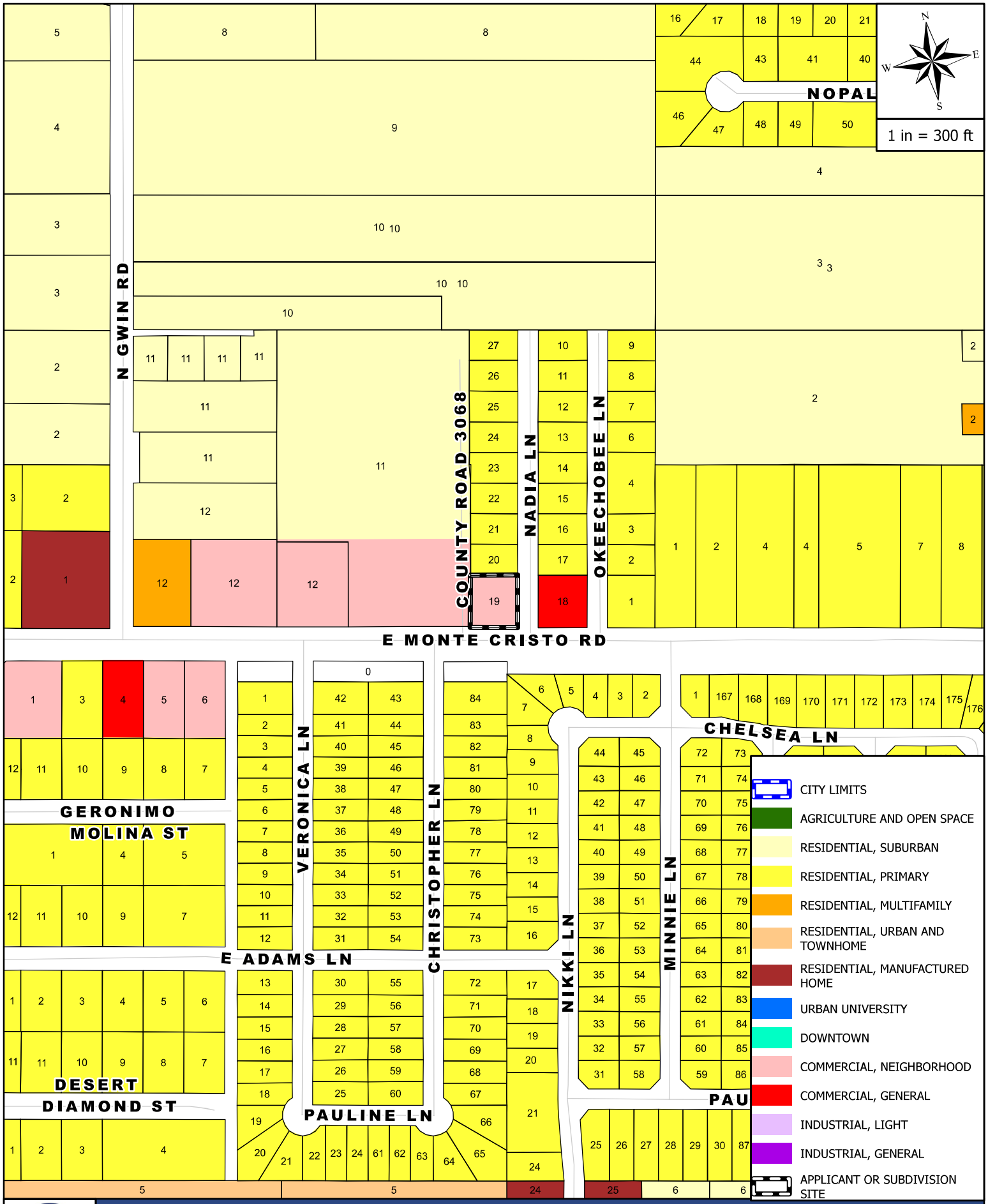
VAR-2025-0345_3703 NADIA LN



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

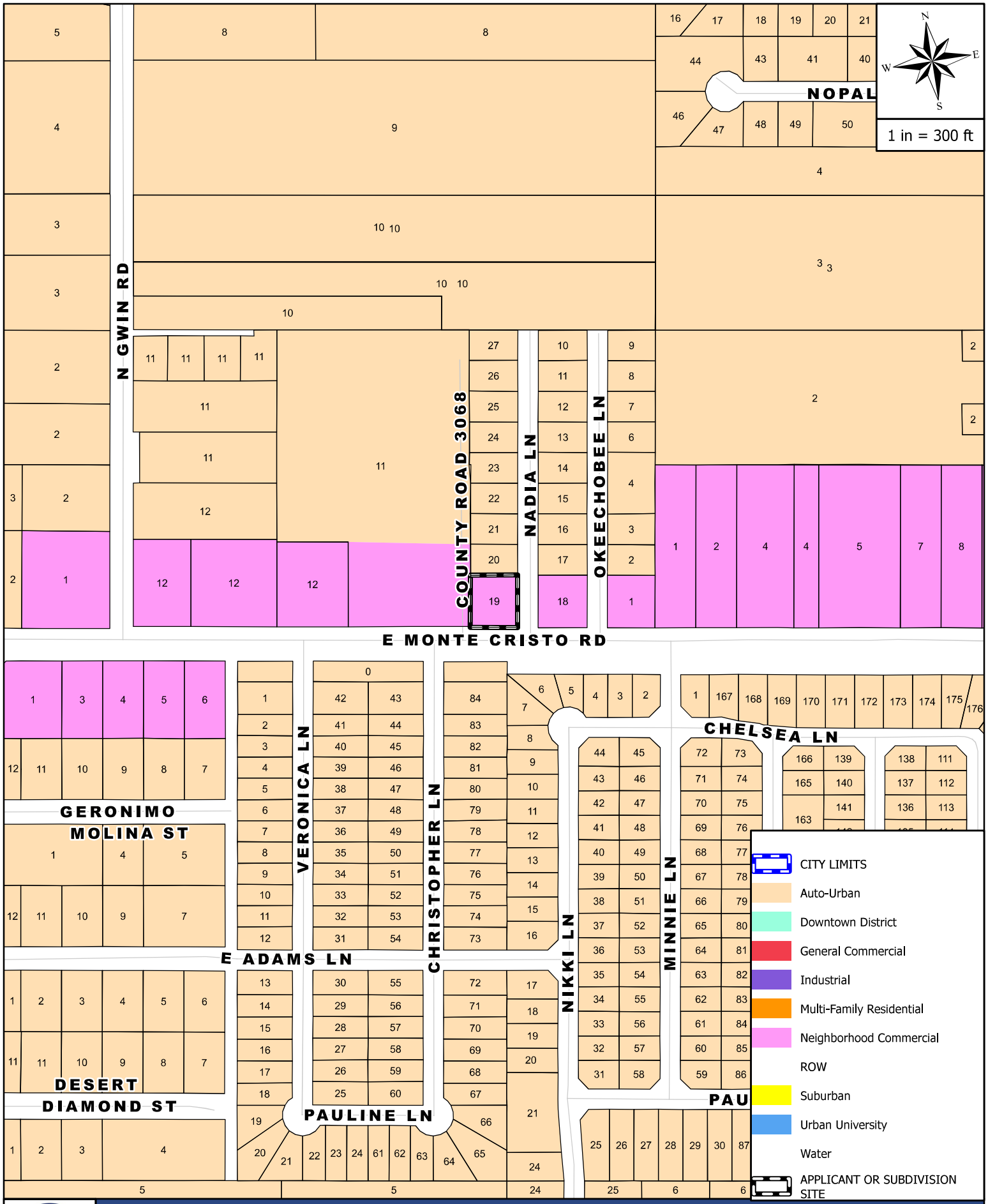
VAR-2025-0345_3703 NADIA LN



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

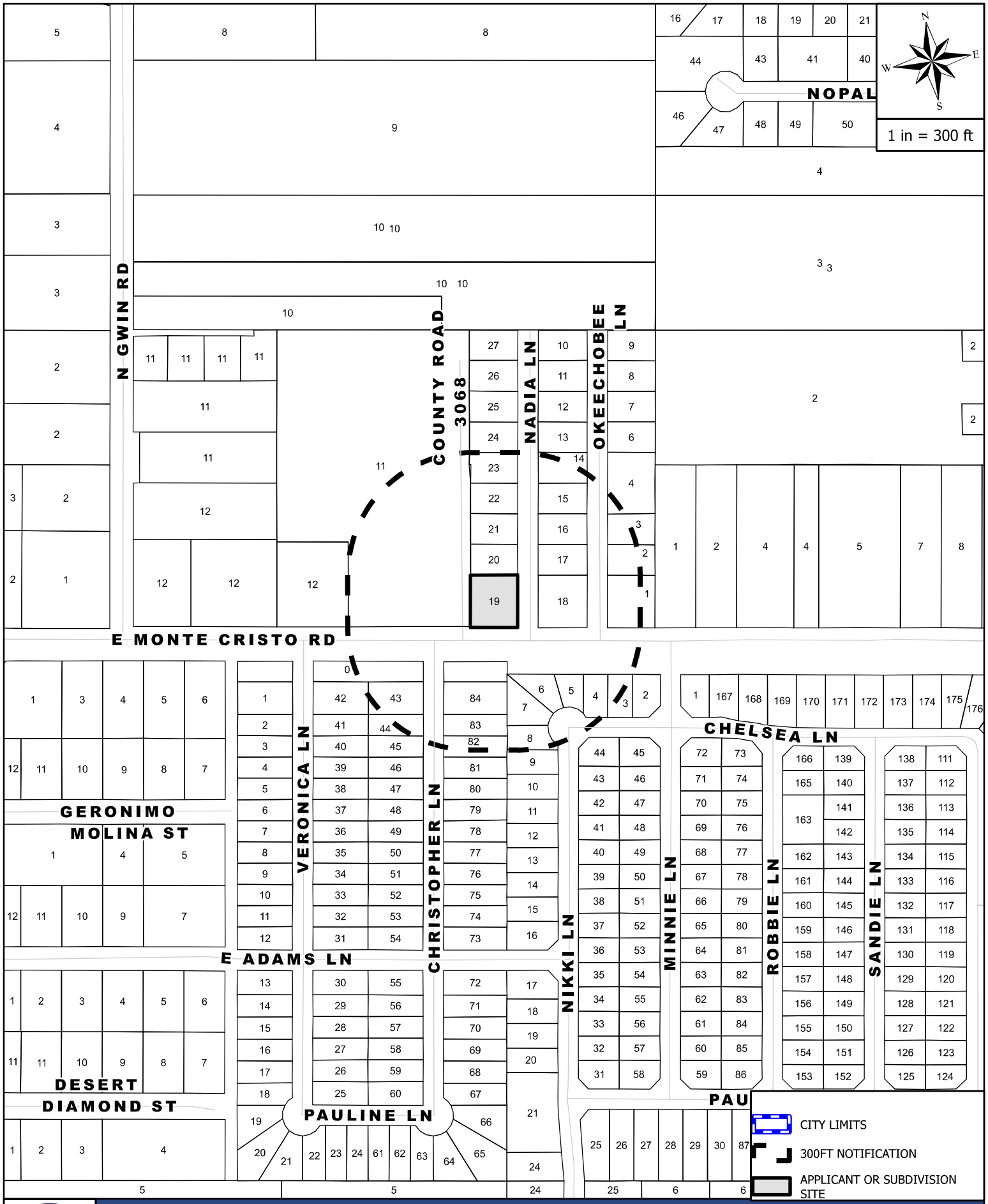
VAR-2025-0345_3703 NADIA LN



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0345_3703 NADIA LN



MAILOUT AND SITE MAP

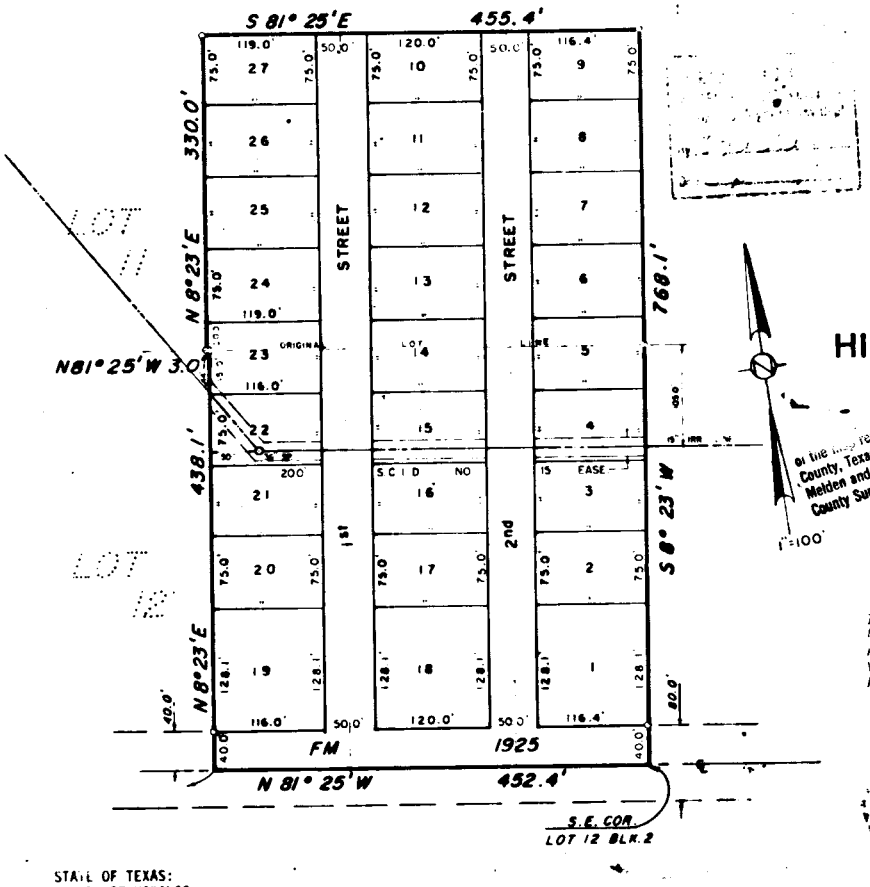
APPLICANT AND/OR SUBDIVISION:

VAR-2025-0345_3703 NADIA LN

Variance Request Site Photo

Complete Signs LLC
3703 Nadia Ln





MAP OF
EL SECO
SUBDIVISION
HIDALGO COUNTY, TEXAS

Vol. 22 Page 165
of the Map Records of Hidalgo County, Texas
Melden and Hunt, Inc.
County Surveyors

...IS A RESUBDIVISION OF THE EAST 3.45 ACRES OUT OF LOT 11, AND THE EAST 4.65 ACRES OUT OF LOT 12, BLOCK 2, SANTA CRUZ UNIT NO. 3, HIDALGO COUNTY, TEXAS.

I, RAYMOND C. HUNT, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

RAYMOND C. HUNT
REGISTERED PUBLIC SURVEYOR
AND ENGINEER
EDINBURG, TEXAS
JULY 14, 1972
JOB NO: 820722

3743

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS DESIGNATED THEREON.

HAR-MEL, INC.

GEORGE E. LOOKINGBILL, TRUSTEE

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GEORGE E. LOOKINGBILL, TRUSTEE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF _____, A.D., 19__.

NOTARY PUBLIC FOR THE STATE OF TEXAS

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 15, ON THIS THE ____ DAY OF _____, A.D., 19__.

PRESIDENT

ATTEST:

SECRETARY

CHECKED FOR DRAINAGE
BY: Wal D. Gra...

PROPOSED

DESCRIPTION OF WORK

Installation of 8;' x 20'
Electronic Display

Wall Sqft	168	100%
Sign Sqft	160	95%

The proposed sign exceeds 30% of the wall area to which it will be attached

RE-SUBMIT
a.cantu



NIGHT VIEW



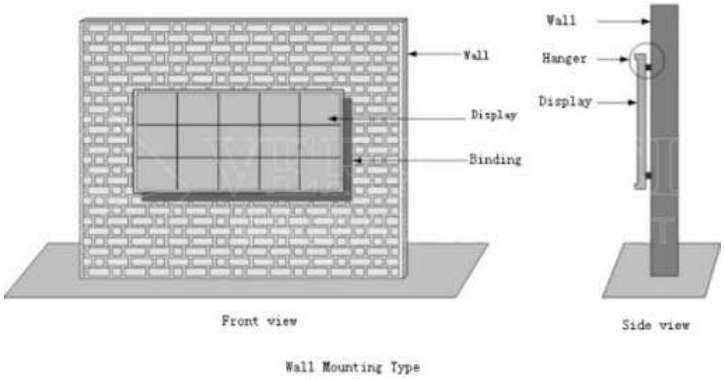
*** MEASURMENTS TO BE SURVEYED BY PRODUCTION PRIOR MANUFACTURE**

ADDRESS: El Ronco
2621 E Monte Cristo Rd, Edinburg, TX 78542

WALL SIZE 8' x 21'









* MEASURMENTS TO BE SURVEYED BY PRODUCTION PRIOR MANUFACTURE

ADDRESS: El Ronco
2621 E Monte Cristo Rd, Edinburg, TX 78542



Electronic Display Location

* MEASURMENTS TO BE SURVEYED BY PRODUCTION PRIOR MANUFACTURE

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, December 11, 2025, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE SIGN VARIANCE REQUEST TO THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE ARTICLE 4, SECTION 4.300 SIGNS, 4.303, PERMANENT SIGNS, THIS IS TO ALLOW MORE THAN 30% OF SIGN AREA AS ALLOWED BY CODE, BEING LOT 19, EL SECO SUBDIVISION, LOCATED AT 3703 NADIA LANE, AS REQUESTED BY COMPLETE SIGNS LLC

This request is scheduled to be heard by the **City Council on Tuesday, January 6, 2026, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, December 10, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, December 10, 2025

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

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

Comments: N/A

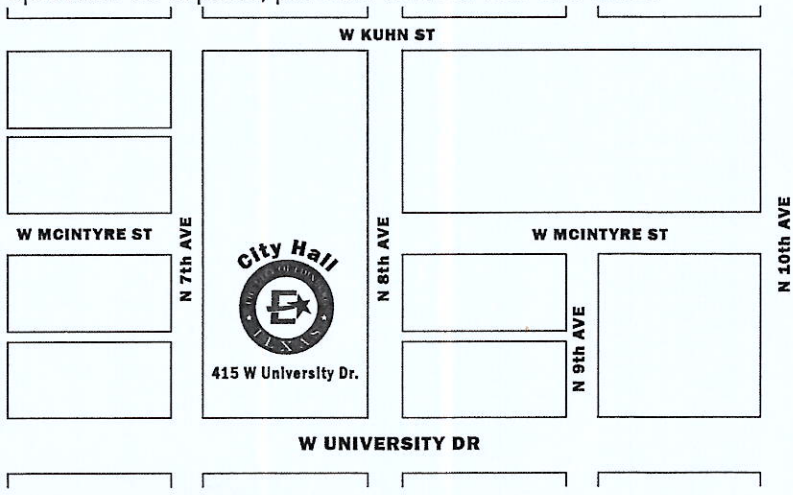
Print Name: Ismael Reyes Phone No. [redacted]

Address: [redacted] City: [redacted] State: [redacted] Zip: [redacted]

NOTIFICACIÓN

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

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



CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
PUBLIC HEARINGS

Agenda Item No: 8.C.
Public Hearing - Special Use Permit for On-Premise Consumption for Alcoholic Beverages for Late Hours

1. **Agenda Item:**
Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for On-Premise Consumption for Alcoholic Beverages for Late Hours, Being Lots 1 And 2, Edinburg Original Townsite, Block 251, Located At 300 E. University Dr. Suite 3, as Requested by Hugo A. Olvera. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Special Use Permit for the On-Premise Consumption of Alcoholic Beverages, Mixed Beverage for Late Hours. The property is located on the southeast intersection of E. University Drive and South 13th Avenue. The property has 50 feet of frontage along E. University Drive and a lot depth of 142.00 ft. The property is located in the Downtown (DD) District. Adjacent zoning is Downtown (DD) District to the North, South, East and West.

The applicant is proposing to open up a night club called Dejavu Bar and is requesting a permit to sell alcohol. The applicant is requesting a permit to sell late hours at said location. The proposed hours of operation are Tuesday through Sunday from 8:00 p.m. to 2:00 a.m. Staff received a Special Use Permit Application: On-premise Consumption of Alcoholic Beverages for Late Hours on December 8, 2025. If approved, the applicant will proceed to obtain the necessary permit from the Texas Alcoholic Beverage Commission.

Staff mailed a notice of the public hearing to 34 neighboring property owners on Friday, December 26, 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 January 3, 2026.

On January 6, 2026, The Planning and Zoning Commission recommended with a unamionus vote of 6-0 to approve the Special Use Permit for On-Premise Consumption for Alcoholic Beverages for Late Hours.

3. **Staff's Recommendation:**
Staff recommends approval of the special use permit based the location and intent for this activity. The downtown district accommodates a wide variety of commercial uses. The proposed use should not present a conflict with previous uses at this location. If approved, the applicant will be required to comply with the additional following conditions:

1. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
2. Adequate security lighting must be provided for customer’s safety and crime prevention purposes.
3. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City

requirements.

4. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
5. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1 year permit renewal application will need to be turned in prior to December 8, 2026.**

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

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/08/2026
CITY COUNCIL – 01/20/2026
DATE PREPARED – 12/22/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Special Use Permit for On-Premise Consumption of Alcoholic Beverages for Late Hours

APPLICANT: Hugo Olvera

AGENT: None

LEGAL: Being Lots 1 And 2, Edinburg Original Townsite, Block 251

LOCATION: 300 E. University Dr. Suite 3

LOT/TRACT SIZE: 7,100 sq. ft.

CURRENT USE: Restaurant

PROPOSED USE: Bar

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING:
North – Downtown (DD) District
South – Downtown (DD) District
East – Downtown (DD) District
West – Downtown (DD) District

LAND USE PLAN: General Commercial

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the special use permit subject to the conditions listed in the staff report. A comprehensive evaluation is on the following page.

SPECIAL USE PERMIT – ON-PREMISE CONSUMPTION OF ALCOHOL
HUGO OLVERA

EVALUATION

The following is staff's evaluation of the request.

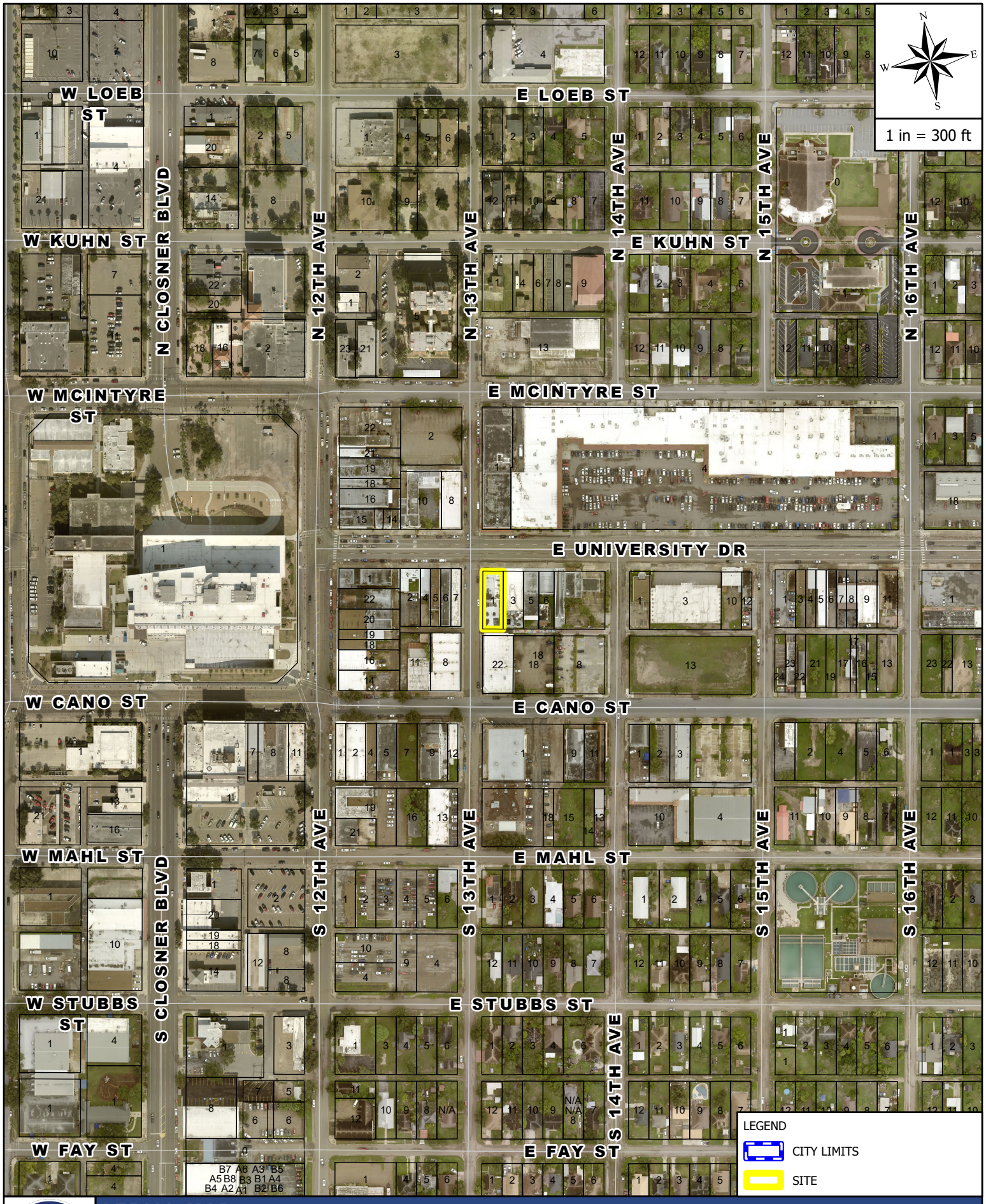
1. The area is characterized by mixed commercial uses to include, but not limited to county office buildings, a church, bars and other commercial uses.
2. The applicant is requesting the City's approval to sell mixed beverages at the subject location for late hours.
3. The hours proposed by the applicant are Tuesday through Sunday from 8:00 a.m. to 2:00 a.m. These hours conform to TABC regulations.
4. The project, as proposed, is unlikely to present a conflict with surrounding uses.
5. Consumption of alcohol should be limited to the eating area designated by the applicant. Pedestrians taking open containers off of the subject property could result in violation of Edinburg Code of Ordinances, Title XI, Chapter 110, Section 110.10.

Staff recommends approval of the special use permit based the location and intent for this activity. The commercial general district accommodates a wide variety of commercial uses. The proposed use should not present a conflict with previous uses at this location. If approved, the applicant will be required to comply with the additional following conditions:

1. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
2. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
3. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
4. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1 year permit renewal application will need to be turned in prior to December 2026.**

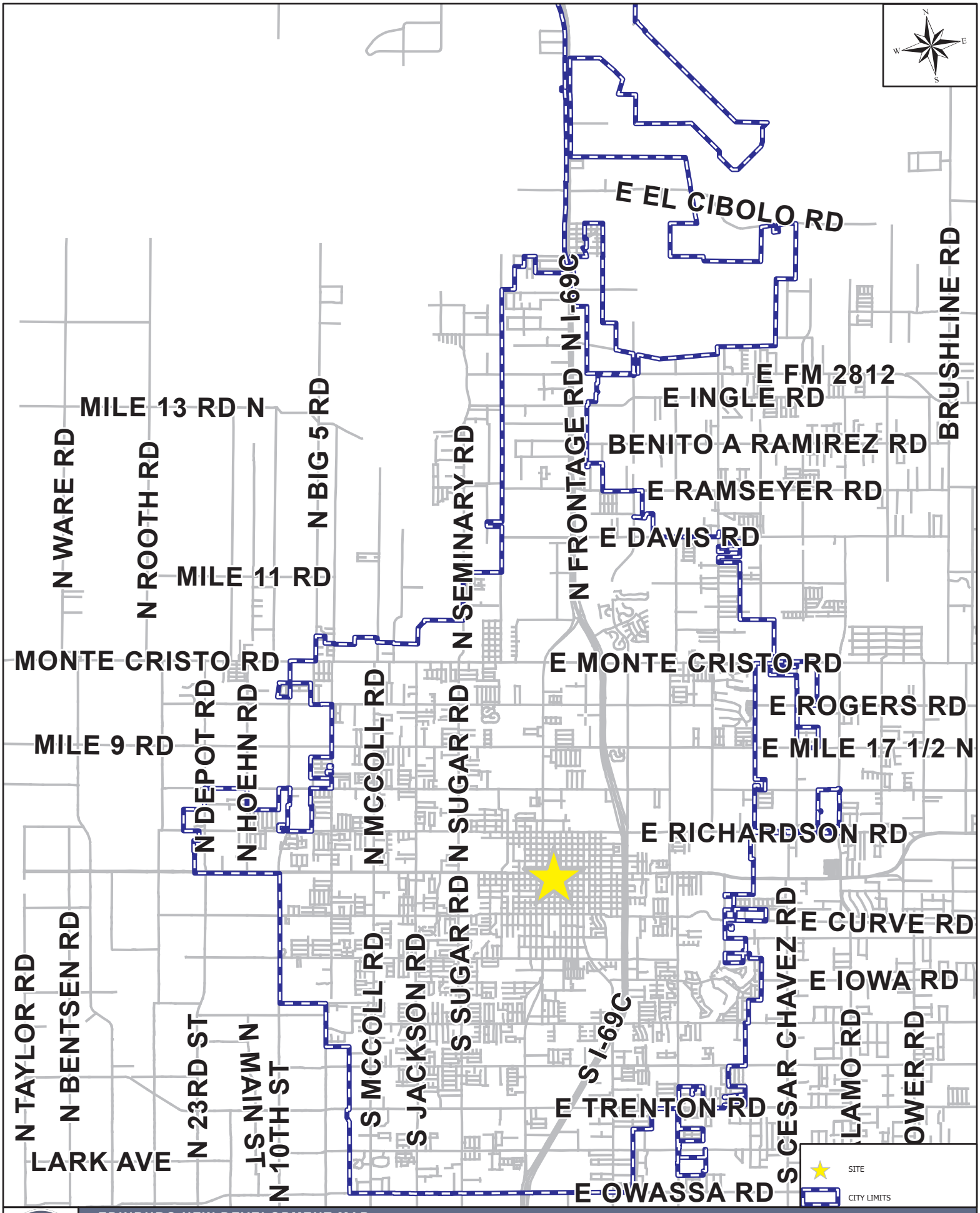
The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the On-Premise Consumption of mixed beverages at this location. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Staff mailed a notice of the public hearing to 34 neighboring property owners on Friday, December 26, 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 January 3, 2026.



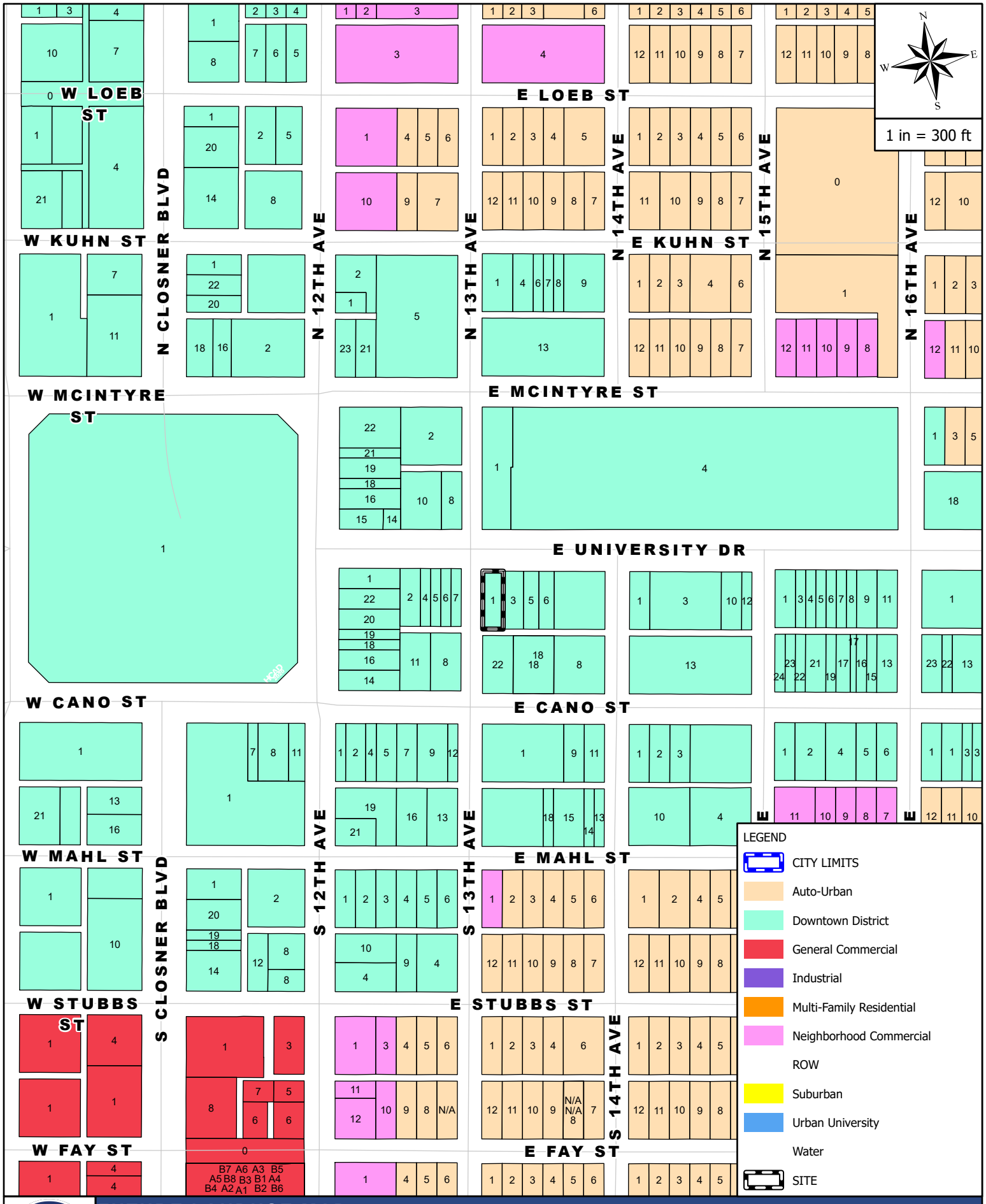
AERIAL MAP

300 E UNIVERSITY DR



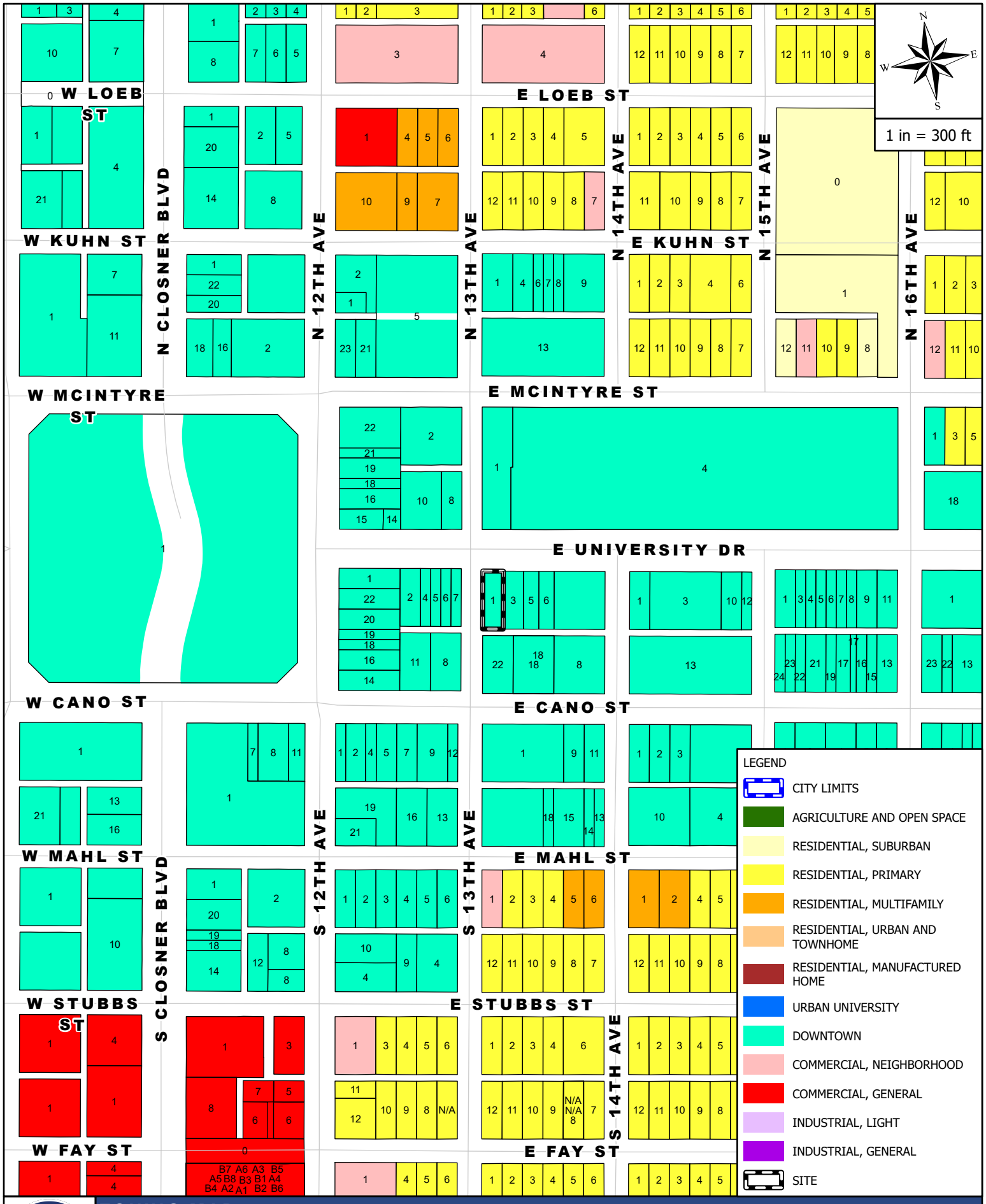
EDINBURG NEW DEVELOPMENT MAP

300 E UNIVERSITY DR



FUTURE LANDUSE MAP

300 E UNIVERSITY DR



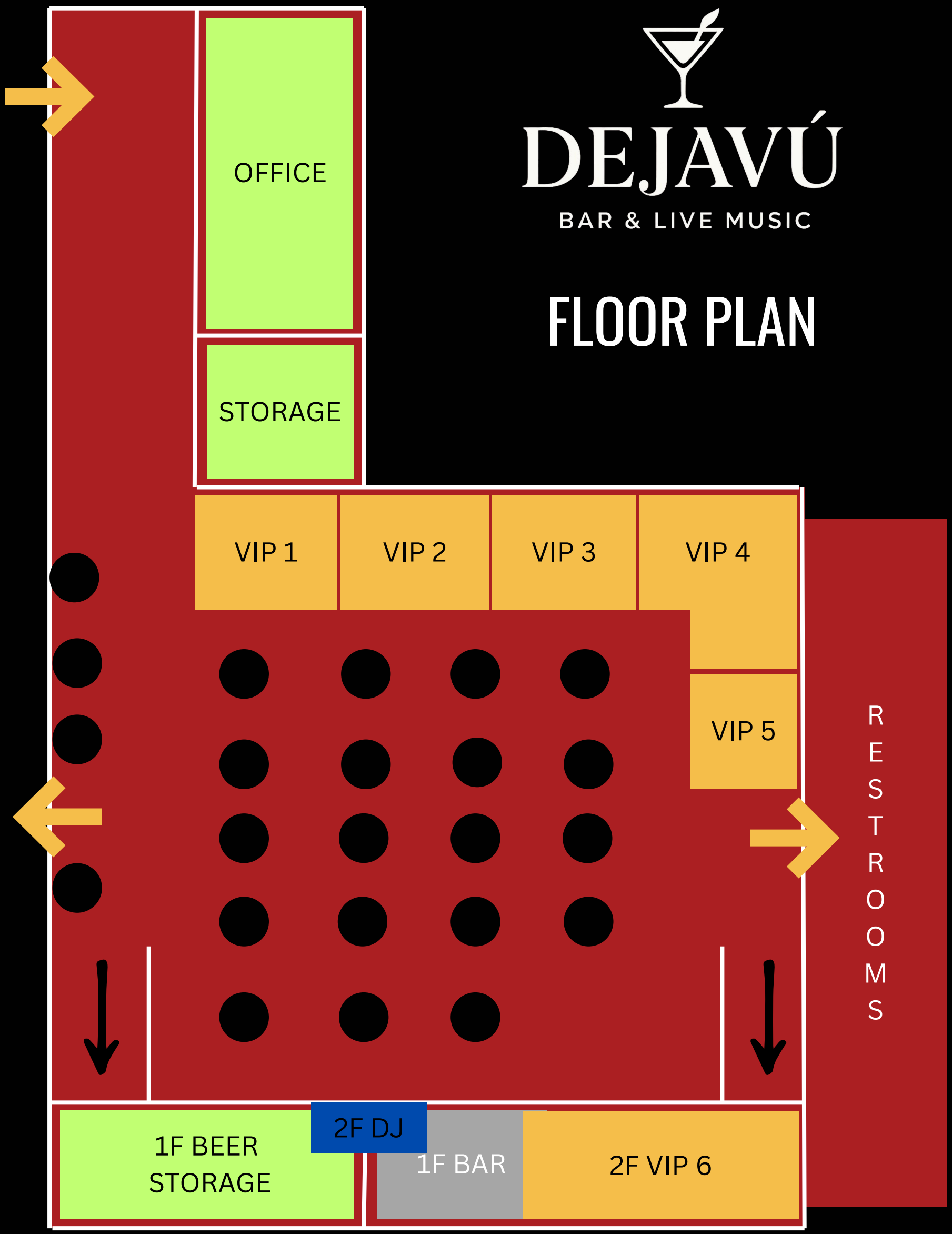
ZONING MAP

300 E UNIVERSITY DR

DEJAVÚ

BAR & LIVE MUSIC

FLOOR PLAN



Special Use Permit Request Site Photo

Hugo Olvera

300 E. University Dr. Suite 3



ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOTS 1 AND 2, EDINBURG ORIGINAL TOWNSITE, BLOCK 251, LOCATED AT 300 E. UNIVERSITY DR. SUITE 3, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, Hugo Olvera, has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg for On-Premise Consumption of Alcoholic Beverages for Late Hours, Being Lots 1 And 2, Edinburg Original Townsite, Block 251, Located At 300 E. University Dr. Suite 3, and

WHEREAS, This type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted.

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

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

SECTION II. That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to Hugo Olvera for On-Premise Consumption of Alcoholic Beverages for Late Hours, being Lots 1 And 2, Edinburg Original Townsite, Block 251, Located At 300 E. University Dr. Suite 3, with the following conditions:

1. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **December 08, 2026.** The renewal request will be presented before the Planning and Zoning Commission for consideration. A status report will be presented to the Planning and Zoning Commission indicating compliance with all city codes, providing neighboring property or business owner's input.

2. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1year permit renewal application will need to be turned in prior to December 08, 2026.**

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

READ, CONSIDERED, PASSED AND APPROVED 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 20th day of January, 2026.

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: January 20, 2026
ORDINANCES

Agenda Item No: 9.A.
Texas at Title XV Land Usage

1. **Agenda Item:**
Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XV Land Usage, Chapter 150 General Provisions; Adding Section 150.08 Edinburg Thoroughfare Plan. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The Thoroughfare Plan serves as a comprehensive guide to coordinate individual developments within the City into an integrated and unified transportation system. It also provides a foundation for future street paving and capital improvement programs. The Plan promotes the development of neighborhoods with minimal through traffic while designating higher-capacity routes to efficiently accommodate both regional and local traffic throughout the community. It establishes roadway classifications, routes and alignments, pavement and right-of-way configurations (cross-sections), and provides recommendations based on projected future traffic demands for the City of Edinburg.

A Major Thoroughfare Plan (MTP) is a fundamental component of a local government's comprehensive plan. It identifies and designates major roadway corridors needed to support future transportation demands, guide orderly development, and ensure long-term connectivity and mobility. Implementation of the MTP often requires developers to dedicate right-of-way for these planned routes. In conjunction with the MTP, zoning regulations and subdivision or development standards notify the public of applicable right-of-way dedication requirements. These regulations are adopted and enforced by local governing bodies, such as a City Council or Commissioners Court, pursuant to authority granted under the Texas Local Government Code and other applicable state laws.

Historically, the Rio Grande Valley Metropolitan Planning Organization (MPO) participated in the thoroughfare planning process in a regulatory capacity by approving right-of-way classification requests submitted to them by local governments. Although this activity was previously included in the MPO's Unified Planning Work Program (UPWP), a subsequent review by the Federal Highway Administration determined that the MPO does not possess policing powers related to Major Thoroughfare Plans, zoning regulations, or subdivision controls. As a result, the current UPWP, approved by the Transportation Policy Board on July 21, 2025, no longer includes this thoroughfare planning activity for local governments.

Additionally, the Thoroughfare Plan offers a coordinated framework to assist City departments and external agencies involved in thoroughfare development by aligning their individual efforts. The standards and criteria outlined in the Plan are intended to ensure consistent and appropriate design practices for new development and redevelopment areas. A primary objective of the Thoroughfare Plan is to guide the identification of future roadway and right-of-way needs. Based on an evaluation of the existing transportation network and the goals and objectives developed during the comprehensive planning process, this Plan will continue to serve as a key reference for the improvement and expansion of the City's circulation system as Edinburg grows.

3. Staff's Recommendation:

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XV Land Usage, Chapter 150 General Provisions; Adding Section 150.08 Edinburg Thoroughfare Plan.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:

A. Revised Ordinance on Master Thoroughfare Plan (1) 1.7
B. City of Edinburg Thoroughfare Plan
C. Thoroughfare Plan Map

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS, TITLE XV LAND USAGE, CHAPTER 150 GENERAL PROVISIONS; ADDING SECTION 150.08 – EDINBURG MASTER THOROUGHFARE PLAN; ESTABLISHING CLASSIFICATIONS OF STREETS AND ROADS; PROVIDING DESIGN AND CONSTRUCTION STANDARDS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS the City of Edinburg is a home-rule municipality with authority under Chapter 213 of the Texas Local Government Code to adopt regulations for streets, thoroughfares, and transportation planning; and

WHEREAS, a municipal Master Thoroughfare Plan is part of the City's coordinated plans to include the Comprehensive Plan for the long-range development of the City, as approved by the Planning and Zoning Commission on October 10, 2024, and subsequently approved by the Edinburg City Council on October 15, 2024; and

WHEREAS, a comprehensive transportation network is essential to promote public safety, mobility, economic development, and orderly growth within the City; and

WHEREAS, Chapter 395 of the Texas Local Government Code governs the financing of capital improvement projects, including municipal roadway improvements, and includes requirements for the City to have an officially adopted roadway plan for the political subdivision; and

WHEREAS the purpose of the City's Master Thoroughfare Plan is to identify the functional classifications of streets, major roadways, and right-of-way requirements to guide orderly development consistent with the City's overall plan for current and future development and growth; and

WHEREAS adoption of this Ordinance serves the public health, safety, and welfare of the residents of Edinburg; and

WHEREAS the City Council finds that the Master Thoroughfare Plan provides a framework to ensure connectivity, efficient traffic movement, and multi-modal transportation options; and

WHEREAS the City Council desires to establish uniform standards for street design, construction, and improvements consistent with the City's Comprehensive Plan in coordination with the City of Edinburg's Capital Improvement Plan and adopted Master Thoroughfare Plan;

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

SECTION I. TITLE

This Ordinance shall be known and cited as the "City of Edinburg Master Thoroughfare Plan."

SECTION II. ADOPTION OF THE THOROUGHFARE PLAN

The City Council adopts the City of Edinburg Master Thoroughfare Plan, attached as Exhibit A, which includes:

a) Classification of all existing and proposed streets, highways, and roadways within city limits and ETJ.
b) Right-of-way widths, lane configurations, and roadway design standards.
c) Hierarchy of thoroughfares, including arterial, collector, and local streets.
d) Recommended improvements for safe, efficient, multi-modal transportation.

SECTION III. PURPOSE AND INTENT

The Master Thoroughfare Plan is intended to:

a) Provide a framework for planning, designing, and constructing streets.
b) Ensure new development connects safely and efficiently to the existing street network.
c) Promote multi-modal transportation (pedestrian, bicycle, and transit).
d) Align with regional transportation plans and TxDOT standards.

SECTION IV. STREET CLASSIFICATIONS AND STANDARDS

Classification	Function/Use	Typical ROW Width	Travel Lanes	Median	Bike/Pedestrian	Notes
Freeway/Expressway	Expressway or Interstate	350'	6-8	Concrete	No	Access limited
High Speed Arterial	Major through traffic, regional connections	150'	4-6	48'	Yes, sidewalks, bike lanes, and/or multi-use paths	Access limited, signalized intersections
Principal Arterial	Major through traffic, regional connections	120'	4-6	11-16 feet	Yes, sidewalks, bike lanes, and/or multi-use paths	Access limited, signalized intersections

Minor Arterial	Citywide traffic distribution	100’	3-4	Optional	Yes, sidewalks & bike lanes	Moderate access control
Collector	Gather traffic from local stress to arterials	80’	2-4	Optional	Yes, sidewalks & Share lane.	Balances mobility & Access
Local Street	Residential and Low-volume traffic	50-60’	2	None	Sidewalks	Provides direct property access
Alley, Access Easements, and Service Drives	Service and rear-access roads	15-30’	1-2	None	None	Low-speed access for private development

Notes:

All street classifications include drainage, lighting, signage, and utility easements.

Multi-modal elements (bike lanes, sidewalks) must follow the latest City Engineering Standards Manual and the Unified Development Code.

SECTION V. DESIGN AND CONSTRUCTION STANDARDS

Streets shall be designed per the City of Edinburg Design Criteria Manual and applicable TxDOT standards. Developers constructing new streets or improvements must:

1. Dedicate required right-of-way.
2. Construct roadways, drainage, sidewalks, bike lanes, and related infrastructure.
3. Submit a traffic impact analysis for developments impacting arterial and collector streets.
4. Signalized intersections, turn lanes, and medians must meet City and TxDOT standards.

SECTION VI. PLAN REVIEW AND AMENDMENT

The Master Thoroughfare Plan shall be reviewed periodically by the City Engineer and Planning Department. Amendments require City Council approval via ordinance following public notice and hearing.

SECTION VII. ENFORCEMENT AND COMPLIANCE

No building permit or development approval shall be issued until required street improvements are secured or constructed.

The City Engineer or their designee has authority to review, approve, or require modifications to ensure compliance.

SECTION VIII. 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 IX. 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 X. PUBLICATION AND EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION IX. CODIFICATION

This Ordinance shall be published in the applicable location within the Code of Ordinances of the City of Edinburg, Texas.

SECTION X. WAIVER CLAUSE

The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis, City Attorney

Exhibit A: City of Edinburg Master Thoroughfare Plan
Exhibit B: City of Edinburg Master Thoroughfare Plan - Map

CITY OF EDINBURG
THOROUGHFARE PLAN

INTRODUCTION

Historically, both social and economic growth within civilizations have been structured by routes of travel. Thus, it is not surprising that a city's circulation system has become an important facet in today's automobile- and communication-oriented urban life. The main function of a Thoroughfare Plan is to provide a system for efficient movement of people and goods in and around a city. A Thoroughfare Plan is also intended to provide an efficient, structured framework for the smooth flow of traffic that will result from future growth and development, while preserving the quality and character of residential neighborhoods. The challenge that is faced by cities while designing a Thoroughfare Plan is to develop a system that can accommodate various modes of transportation and increased vehicular speeds while maintaining neighborhood integrity. The City of Edinburg's Thoroughfare Plan is intended to provide urban design criteria and pedestrian mobility concepts in addition to recommendations for improving existing multi-modal traffic needs and accommodating traffic that will result from future growth and development in the City.

The Thoroughfare Plan is an overall guide used to enable individual developments within the City to be coordinated into an integrated, unified transportation system, and is also a basis for future street paving programs. The Thoroughfare Plan encourages the creation of neighborhoods with a minimal amount of through traffic, while providing higher capacities for routes that are intended to move both regional and local traffic throughout the community. The Thoroughfare Plan (**see 4.1**) specifies roadway classifications, roadway routes or alignments, pavement and right-of-way configurations (cross-sections), and makes recommendations based upon the projected future traffic needs of Edinburg.

In addition, the Thoroughfare Plan creates a comprehensive approach towards helping the various departments and agencies responsible for thoroughfare development in coordinating their individual efforts. The standards and criteria contained within this element are intended to ensure consistent design practices in new development or in the redevelopment of certain areas, as may be appropriate. One of the major purposes of the Thoroughfare Plan is to provide a guide for determining future roadway and right-of-way requirements. The following section is based on the analysis of the existing thoroughfare system, and upon goals and objectives formulated during the comprehensive planning process. As the City continues to develop, this Plan shall serve as a reference for improvements and extensions of the City's circulation system.

EXISTING TRAFFIC CIRCULATION SYSTEM

The existing circulation patterns in the City consist of regional and local traffic routes. While the regional routes connect Edinburg to the surrounding areas, thereby ensuring the City's share in the region's economic and social growth, the local circulation routes ensure a well-balanced distribution of this growth within the City.

THE REGIONAL SYSTEM

The regional transportation system in Edinburg is a part of the Texas State Highway System; this is generally classified into sub-systems according to the type of roadway and the type of traffic that the roadway is designed to accommodate. These regional circulation routes are designated as:

- Interstate Highways, which are controlled access roadways with grade-separated interchanges;
- U.S./State Highways, which are major city-to-city routes providing connection to large cities, other states, and Mexico;
- State Highways are major routes that are not part of the U.S. Highway system;
- Business routes are the important routes that provide service from Interstate, U.S., or State Highways to cities;
- Loops and Spurs are roadways that provide connections between major roadways and cities; and,
- F.M. and R.M. roads are minor roadways that provide service to rural areas.

Several of these regional transportation facilities, such as Interstate 69-C (US 281), State Highway 107 (University Dr.), US Bus 83 (Closner Blvd.), FM 2061 (McColl Rd.), FM 1925 (Monte Cristo Rd.), FM 1426 (Raul Longoria Rd.), FM 2128 (Schuinor / Richardson Rd.), FM 3362 (S. Jackson Rd.), FM 2812, and FM 490 provide Edinburg with a well-connected regional circulation system. These roadways are part of the state highway system, and therefore, are under the management of Texas Department of Transportation (TxDOT), which is responsible for maintenance, and improvement of these roadways.

THE TRAFFIC CIRCULATION SYSTEM

The local traffic circulation patterns are created by daily activities of the residents of a city, such as trips to and from work, school or shopping trips. The following traffic generators create most of Edinburg's local traffic patterns:

- Local School Districts, Public / Private Schools (i.e. high schools, middle and elementary schools and sports complexes.)
- City Hall, The County Seat, Hidalgo County Court House, and other pubic agencies,
- Businesses along Interstate 69-C, SH 107, US Bus 83, and public roadways,
- Downtown retail and other retail areas,
- The Shoppes at the Rio Grande,
- The University of Texas Rio Grande Valley,
- Bert Ogden Arena,
- Robert and Janet Vacker Football Stadium,
- Los Lagos and Ebony Hills Public Golf Courses,
- City of Edinburg Recreational Areas,
- Dustin Micheal Sekula Memorial Library,
- Doctor's Hospital at Renaissance Health Systems,
- South Texas Health Systems Hospital,
- The South Texas International Airport at Edinburg, and
- Industrial, commercial and other nonresidential uses

Most of these traffic generators are located on or close to major thoroughfares, and a few of the areas adjacent to them experience brief periods of congestion during peak traffic times. The City and state roadway systems created the basic major thoroughfare framework for Edinburg. The existing street patterns in the City generally establish sufficient connections, such that street improvements or extensions can be sufficient to accommodate traffic generated from existing residents, as well as from future growth. However, in order to be truly efficient and to accommodate future traffic needs, Edinburg's street patterns require a well-defined street classification system.

THOROUGHFARE DESIGN AND CLASSIFICATION SYSTEM

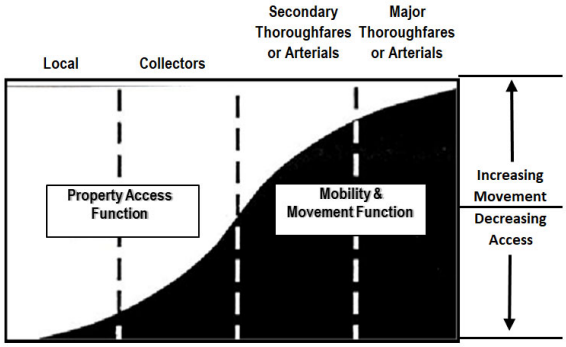


Illustration 4
Functional Classification

To prevent functional obsolescence of the transportation facilities, a hierarchical system defining the role of each roadway, both regional and local, in the City needs to be established. This system, called a functional classification system, in turn translates into physical design features concerning thoroughfare cross-sections, pavement standards and widths, and access management. The Thoroughfare Plan for the City of Edinburg is based upon this system. The functional classification system describes each roadway's function, and reflects a set of characteristics that are common to all roadways within each classification. These functional classifications are intended to reflect the role or function of each roadway within the overall thoroughfare system (see Table 4).

The commonly used functional classification system consists of a hierarchy of streets that range from those that provide for traffic movement to those that provide access to adjacent properties. **Illustration 4** describes the functional street classification system, or hierarchy, for Edinburg. Mobility (as shown in the illustration) refers to the accessibility of adjacent properties from a certain street or thoroughfare. Local streets function well in terms of providing access to the adjacent properties, but function poorly in terms of mobility. Conversely, principal arterials/major thoroughfares function well mobility-wise but, because of speeds and volumes of traffic, provide poor access to adjacent roads and properties. Due to this, streets that carry a higher volume or allow higher speeds of traffic, such as major thoroughfares, should have a limited number of intersections and curb cuts

(driveway openings) to avoid obstructing traffic movement. Arterial or major thoroughfares carry longer trips and should, therefore, form continuous links to carry traffic through, as well as to, different areas. Collectors are intended to collect and distribute traffic between this arterial system and individual land uses within the area. Collectors supplement the arterial system and should generally not be continuous for distances over one-and-one-half miles.

Neighborhoods should be developed between arterials so that traffic is routed around, not through, them. Sidewalks and curbs should be included within the rights-of-way of all public streets, wherever possible. Minor collectors should penetrate the neighborhoods to collect and distribute

traffic, but not provide convenient cut-through routes. Land use planning efforts should attempt to encourage compatible land uses adjacent to streets. Nonresidential activities should be developed in such a manner that the primary mobility function of arterial or major thoroughfares is not compromised due to poor access management. Wherever concentrations of traffic occur on collector streets, consideration should be given to prohibit houses from fronting on these types of streets or thoroughfares. Good subdivision design can allow ample lot yields while orienting houses to local streets and not collectors.

The City street system should consist of arterials (major thoroughfares), collectors and local streets. Freeways and highways (i.e. Interstate Highway 69-C and State Highway 107) are examples of regional thoroughfares, and are normally under the jurisdiction of the Texas Department of Transportation (TxDOT).

As previously stated, application of the functional classification system and design principles can help produce an optimized traffic circulation system. Major advantages include the preservation of residential neighborhoods, long-term stability of land use patterns, increased value of nonresidential commercial properties, fewer traffic accidents, and a decreased portion of urban land devoted to streets. **Table 4** describes the most important characteristics of each functional classification and their intended use. The roadway classification system includes freeway, arterial, collector and residential/local classifications. The arterial classification system includes principal arterials/major thoroughfares and minor arterials/major secondary thoroughfares. The collector classification system includes minor and major collector streets. The following sections outline the various standards of roadway cross-sections for Edinburg.

1. **Freeways or Highways**
   Freeways or highways are grade-separated high-capacity highways in which all direct access from adjacent properties is eliminated, and where ingress and egress to the traffic lanes is controlled by widely spaced access ramps and interchanges. Access to the freeway is typically provided from on and off ramps connecting to frontage roads. These roadways are funded primarily through the Federal Highway
   Administration and are administered through TxDOT (Interstate Highway 69-C and State Highway 107 in Edinburg are examples of freeways or highways).

2. **High Speed Arterial**
   The primary urban transportation system is made up of principal arterials, commonly referred to as major thoroughfares. The primary function of a major thoroughfare is to provide for continuity and high traffic volume movement between major activity centers (neighborhoods, commercial centers, etc.). These thoroughfares are usually spaced at approximately one-mile intervals unless terrain or other barriers create a need for major deviation. The minimum major thoroughfare cross-section contains four moving lanes, two in each direction. Right-of-way requirements for major thoroughfares typically range from 120 to 150 feet. Often, four lanes are constructed within the full right-of-way, leaving a wider median than for a six-lane thoroughfare. This concept allows for an interim solution until traffic volumes warrant the construction of the additional two inside lanes. Due to the fact that these thoroughfares will carry high traffic volumes (20,000 to 40,000 vehicles per day), it is essential that they have continuous and direct alignment and that they interconnect with freeways. For the same reasons, access from adjacent property should be

controlled. This can be accomplished by limiting the number and location of driveways or curb cuts that access this thoroughfare type. Also, principal arterials are often divided, since it is important to provide left-turn lanes, and, where traffic warrants, separate right turn lanes with adequate stacking for trucks, buses and school "drop-off" that are separate from the normal traffic lanes. Divided arterials with medians also offer opportunities for continuous street lighting, landscaping and other aesthetic treatments.

3. **Principal Arterial**
   The primary urban transportation system is made up of principal arterials, commonly referred to as major thoroughfares. The primary function of a major thoroughfare is to provide for continuity and high traffic volume movement between major activity centers (neighborhoods, commercial centers, etc.). These thoroughfares are usually spaced at approximately one-mile intervals unless terrain or other barriers create a need for major deviation. The minimum major thoroughfare cross-section contains four moving lanes, two in each direction. Right-of-way requirements for major thoroughfares typically 120 feet. Often, four lanes are constructed within the full right-of-way, leaving a wider median than for a six-lane thoroughfare This can be accomplished by limiting the number and location of driveways or curb cuts that access this thoroughfare type. Also, are often divided, since it is important to provide left-turn lanes, and, where traffic warrants, separate right turn lanes with adequate stacking for trucks, buses and school "drop-off" that are separate from the normal traffic lanes. Divided arterials with medians also offer opportunities for continuous street lighting, landscaping and other aesthetic treatments.

4. **Minor Arterial**
   The primary urban transportation system is made up of principal arterials, commonly referred to as major thoroughfares. The primary function of a major thoroughfare is to provide for continuity and high traffic volume movement between major activity centers (neighborhoods, commercial centers, etc.). These thoroughfares are usually spaced at approximately one-mile intervals unless terrain or other barriers create a need for major deviation. The minimum major thoroughfare cross-section contains four moving lanes, two in each direction. Right-of-way requirements for major thoroughfares typically 100 feet. Often, three lanes are constructed within the full right-of-way, leaving a turning lane than for a 3 lane roadway. This can be accomplished by limiting the number and location of driveways or curb cuts that access this thoroughfare type. Also, are often divided, since it is important to provide left-turn lanes, and, where traffic warrants, separate right turn lanes with adequate stacking for trucks, buses and school "drop-off" that are separate from the normal traffic lanes.

5. **Collector**
   A collector street's primary function is to collect and distribute traffic from local-access streets, such as residential neighborhood streets, to a major or minor arterial system. A collector street is usually located in such a manner to discourage through-traffic movements. To discourage such movements, these streets are typically disrupted at some point by offsetting intersections or incorporating curvilinear design. A collector street may also be used as a local street in internal industrial areas or adjacent to multiple-family areas, and as an access route to elementary schools and neighborhood playgrounds. Generally, 70

to 80 feet is the minimum right-of-way requirement for collector streets, while the total minimum pavement is usually 37 to 48 feet. Two moving lanes of traffic, in addition to any on-street parking, represent the minimum paving requirements for a collector street in a residential area.

6. **Local Street**
   The streets within a neighborhood that provide access to residential lots and building sites should be arranged to discourage most through traffic, except that which is directly related to the area. The alignment of residential streets should be either of a curvilinear, discontinuous-loop, cul-de-sac, or court configuration. Because only limited traffic is attracted to the residential streets, they have narrower rights-of-way and pavement widths than other types of streets. The usual paving width of a residential street is 32 feet Back to Back, with right-of-way requirements of approximately 50 to 60 feet of right-of-way. Residential streets are generally designed to accommodate up to 750 vehicles per day.

7. **Alley, Access Easements, and Service Drives**
   Alleys, access easements, and service drives play a vital role in supporting the functionality, accessibility, and maintenance of urban developments. Alleys are typically located at the rear or side of properties and are intended to provide secondary access for services such as waste collection, utility maintenance, deliveries, and emergency access, while minimizing conflicts with primary street traffic and preserving the character of front-facing streets and are privately maintained roadways.

   Access easements are legally designated corridors that grant the City and utility providers the right to access private or shared property for the installation, operation, inspection, repair, and replacement of public infrastructure such as water, wastewater, drainage, electric, and communication facilities, ensuring long-term service reliability and public safety. All Access easements are privately maintained easements unless damaged by a utility provider.

   Service drives are privately maintained roadways designed to provide controlled vehicular access to multiple properties, parking areas, or loading zones, often reducing the number of direct access points to major roadways and improving traffic flow and safety. Together, these elements enhance circulation efficiency, support essential services, and contribute to orderly development by balancing access needs with transportation system performance.

Streets Classifications and Standards

Classification	Function/Use	Typical ROW Width	Travel Lanes	Median	Bike/Pedestrian	Notes
Freeway/Expressway	Expressway or Interstate	350’	6-8	Concrete	No	Access limited
High Speed Arterial	Major through traffic,	150’	4-6	48’	Yes, sidewalks, bike lanes, and/or multi-use paths	Access limited, signalized intersections

	regional connections					
Principal Arterial	Major through traffic, regional connections	120’	4-6	11-16 feet	Yes, sidewalks, bike lanes, and/or multi-use paths	Access limited, signalized intersections
Minor Arterial	Citywide traffic distribution	100’	3-4	Optional	Yes, sidewalks & bike lanes	Moderate access control
Collector	Gather traffic from local stress to arterials	80’	2-4	Optional	Yes, sidewalks & Share lane.	Balances mobility & Access
Local Street	Residential and Low-volume traffic	50-60’	2	None	Sidewalks	Provides direct property access
Alley, Access Easements, and Service Drives	Service and rear-access roads	15-30’	1-2	None	None	Low-speed access for private development

Illustration 4-1

TRANSPORTATION PLANNING POLICIES

Following is a description of the recommended policies Edinburg should utilize to guide local transportation planning efforts.

- Illustration 4-2 shows the proposed Thoroughfare Plan for the City of Edinburg. It shows the location of existing or planned roadways and local streets. The City must use this Plan to determine the classification of planned roadway segments. Additional collector streets may be needed to serve traffic within new developments. The alignment and capacity of these streets must be determined as part of any action on a preliminary plat, final plat or zoning case. The Subdivision Ordinance must require right-of-way dedication and roadway alignment/construction that is consistent with the Thoroughfare Plan (Illustration 4-1). The City's construction standards, design guidelines, and subdivision regulations provide detailed standards for roadway design and construction.

- Illustration 4-1 establishes general planning guidelines for roadways within Lancaster, including the function of each type and key design characteristics. The City must use this table in conjunction with design guidelines established in the Thoroughfare Plan element and the Urban Design & Community Image element of the Comprehensive Plan, and with detailed specifications found in the Subdivision Ordinance to determine the appropriate design standards for planned roadway improvements.

- The City has developed a five- and ten-year Capital Improvements Program (CIP) for use in establishing funding priorities and schedules for non-State funded construction, operation and maintenance of its transportation facilities, as identified within this element.

- The City has prioritized, phased and scheduled transportation system improvements in accordance with the Comprehensive Plan and the ability of the City to fund such improvements.

- On-site local and collector streets that are constructed by developers must be in accordance with City regulations. The City may also require construction of off-site streets or street improvements needed to provide adequate access to the development. This policy must be implemented through specific provisions of the City's Subdivision Planning and Zoning Ordinances.

- Edinburg must coordinate with TxDOT, County and other local jurisdictions, such as the School Districts, when planning transportation improvements.

- The City must design streets in a comprehensive fashion considering street trees, ADA-accessible pedestrian walkways/sidewalks and bike lanes, signage and lighting whenever any of those factors are applicable. Citizen involvement in major street-widening projects must be sought.

- The City must consider all alternatives for increasing roadway capacity before physical road widening is recommended for roadways within existing neighborhoods.

- More intensive uses that generate high volumes of traffic must be located along major collector or arterial streets where sufficient roadway capacity can be provided.

- The City must establish a system of trails and pathways for alternative means of travel within the City by pedestrian, bicycle, equestrian or other non-motorized modes where possible.

THOROUGHFARE IMPLEMENTATION

Edinburg has relied on two primary entities in the implementation of its thoroughfare system: (1) participation by the RGVMPO, County or State; and (2) the City's own construction of facilities. Due to changes in State law (Impact Fees, Chapter 395 of the Texas Local Government Code), the City will be able to require assistance from developers in building roadways (as well as water and wastewater facilities), but this will require different administrative techniques. Monies for capital improvements are becoming more difficult to secure each year. It will be necessary that the City continue to carefully manage its available resources in the implementation of not only the thoroughfare system, but other public facilities as well. The proper administration of the Thoroughfare Plan will require:

1. **Coordination of Capital Improvements** - Some of the major thoroughfares that are improved within Edinburg will involve cooperation with Hidalgo County and Texas Department of Transportation, in some cases, will involve financial participation by the City. Edinburg will have to assume the responsibility for constructing a reasonable portion of its collector thoroughfare system as it continues to develop. The City must spend a reasonable amount of money each year for roadway maintenance and improvements. By doing so, the City can gradually improve its overall system in a period of years. As roadways are improved, the City must determine whether water and wastewater lines need replacement at the same time. If underground utilities need replacement, they must be replaced at the same time the roadway project is undertaken (thereby avoiding removing parts of a new street to replace underground lines in future).

2. **Subdivision Control** - The subdivision of land into building sites represents the first step in the development of urban land uses and the creation of traffic generators. Reasonable land (right-of-way) must be set-aside at the time of subdivision platting so that adequate thoroughfares can be created without adversely affecting the value, stability, and long-range character of the area being developed. Specifically, right-of-way must be dedicated in accordance with the Thoroughfare Plan as each plat is approved. Right-of-way protection and preservation within the City is particularly significant along major thoroughfares. The subdivision ordinance must mandate appropriate streetscape development designs and provide developer incentives for smaller residential road widths in exchange for open space dedication for each subdivision development.

3. **Zoning and Land Use Control** - The adequacy of existing and planned thoroughfares must be taken into consideration in all changes of zoning and land use. When such changes occur, the space allocated for rights-of-way must be provided commensurate with the overall land uses contemplated in the area.

4. **Building Lines** - Where widening of existing thoroughfare rights-of-way are contemplated, buildings must be set back to allow for the planned widening to ensure that adjacent land uses will function properly with the new thoroughfare after the proposed improvement is made. In some cases, it will be desirable to establish building lines or setback from the centerline by ordinance to assure the orderly and uniform development of thoroughfare frontage. In downtown or residential areas, the established building lines must be closer to streets in order to promote pedestrian, activity-oriented street patterns.

5. **Other Considerations** - Certain aspects of the Plan, such as access controls, must be implemented through other design and technical standards, which may or may not be included in the Zoning or Subdivision Ordinances. Examples of other standards that need to be implemented are sight and visibility standards and joint access standards. Water and sewer impact fees have already been established under a separate process, but roadway impact fees must be established to assist in financing future thoroughfare improvements. In addition, it is recommended that the City develop a local truck route system to ensure that trucks use roadways that are intended and designed for their use.

LEGEND

- CITY LIMITS
- 3 1/2 MILE
- 5 MILES

THOROUGHFARE

- Proposed Collector 80'
- Proposed Minor Arterial 100'
- Proposed Principal Arterial 120'
- Proposed High Speed Principal Arterial 150'
- Proposed Expressway 350'
- Collector 80'
- Minor Arterial 100'
- Principal Arterial 120'
- High Speed Principal Arterial 150'
- Expressway 350'

NTS

LOS VENADOS DR
BUCK FAWN DR
HIGHWAY 186
COUNTY ROAD 3433
MILLER RD
N EXPRESSWAY 281
HINOJOSA RD
AGUNA SECA RD S
BRUSHLINE RD
M DAVILA SR RD
MARCEDONIO RD
COOLIDGE ST
BUCY RD
1ST ST
490
W FM 490
E FM 490
11TH ST
12TH ST
MILE 25 N
N I-69C
E EL CIBOLO RD
FM 493
MILE 22 1/2 N
N FRONTAGE RD
E FM 2812
E INGLE RD
FM 2812
N ROOTH RD
MILE 13 RD N
CITRUS DR
EUBANKS RD
BENITO A RAMIREZ RD
N TERRY RD
VAL VERDE RD
N BIG 3 RD
N MON MACK RD
N SEMINARY RD
MILE 20 N
E DAVIS RD
MILE 11 RD
N DOOLITTLE RD
N GWIN RD
N ALAMO RD
N SHARP RD
URESTI ST
N SKINNER RD
MONTE CRISTO RD
W MONTE CRISTO RD
W ROGERS RD
E ROGERS RD
N DEPOT RD
N HOEHN RD
N MCCOLL RD
N JACKSON RD
N SUGAR RD
N JASMAN
N M
N TOWER RD
E N 83RD RD
MILE 9 RD
E MILE 17 N
E RICHARDSON RD
E STATE HIGHWAY 107
TEX MEX RD
E CURRY RD
W SPRAGUE ST
E CURVE RD
E TEXAS RD
E IOWA RD
E CANTON RD
E WISCONSIN RD
E TRENTON RD
S I-69C
E ALBERTA RD
W OWASSA RD
E OWASSA RD
S MCCOLL RD
S JACKSON RD
S VETERANS BLVD
S 24TH AVE
S CESAR CHAVEZ RD
DILLON RD
N FM 493
N WARE RD
N 29TH ST
N 23RD ST
N MAIN ST
N COL ROWE BLVD
N 10TH ST
LARK AVE
DOVE AVE

PROPOSED THOROUGHFARE PLAN

REQUESTED BY:	ENGINEERING DEPT	CREATED BY:	ENGINEERING DEPARTMENT - GIS DIVISION	DATE:	JANUARY 9, 2025

MAP DISCLAIMER:

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
ORDINANCES

Agenda Item No: 9.B.
Downtown District Steering Committee

1. **Agenda Item:**
Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III: Administration, Chapter 32 Boards, Councils, Commissions And Committees, Section 32.43 Downtown District Steering Committee, by Adding Subsection (A)(1) to Section 32.43. [Josephine Ramirez Solis, City Attorney]

2. **Description:**
On February 6, 2024, the City Council passed an ordinance creating the Downtown District Steering Committee. The general provisions governing the Downtown District Steering Committee are set forth in Title III, Chapter 32, Section 32.43 of the City of Edinburg Code of Ordinances. Subsection A of Section 32.43 establishes the composition of a seven member Board to serve as the Committee.

The proposed amendment would create a requirement for one member of the seven member Board to be appointed by the University of Texas Rio Grande Valley Student Government Association.

3. **Staff's Recommendation:**
Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III: Administration, Chapter 32 Boards, Councils, Commissions And Committees, Section 32.43 Downtown District Steering Committee, by adding subsection (A)(1) to Section 32.43.

Reviewed by:

Prepared by:
Josephine Ramirez Solis,
City Attorney

Attachments:
A. Downtown District Steering Committee

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III: ADMINISTRATION, CHAPTER 32 BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES; SECTION 32.43 DOWNTOWN DISTRICT STEERING COMMITTEE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

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

WHEREAS, the City Council is authorized by the City of Edinburg Code of Ordinances and state law to regulate appointed boards, councils, commissions, and committees that serve the public interest and advise the Council on matters of community importance; and

WHEREAS, on February 6, 2024 the City Council passed an ordinance creating the Downtown District Steering Committee, and the general provisions governing the Downtown District Steering Committee are set forth in Title III, Chapter 32, Section 32.43 of the City of Edinburg Code of Ordinances; and

WHEREAS, the City Council finds that it is in the best interests of the City of Edinburg to amend the City of Edinburg Code of Ordinances to allow for the University of Texas Rio Grande Valley Student Government Association to appoint one member of the Downtown District Steering Committee in order to ensure diverse representation and address evolving community needs.

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

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

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

SECTION III. The Code of Ordinances of the City, Title III ("Administration"), Chapter 32 ("Boards, Councils, Commissions, And Committees"), Section 32.43 ("Downtown District Steering Committee") is hereby amended to add Section 110.11(A)(1). Section 32.43 is to be read in its entirety as shown in Exhibit A to this ordinance.

SECTION IV. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject, and any provision of any ordinance in direct conflict with any

provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

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

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

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

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

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 January 20, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Josephine Ramirez-Solis, City Attorney

EXHIBIT A

Sec. 32.43 – Downtown District Steering Committee

(A) *Creation and composition*. There is hereby created the Downtown District Steering Committee. The Board shall consist of seven members.

(1) One member of the Downtown District Steering Committee Board shall be appointed by the University of Texas Rio Grande Valley Student Government Association.

(B) *Powers and duties.*

(1) It shall be the duty of the Board to identify the areas of ownership and zoning, finance and economic development, community use, compare similar communities and conduct community outreach practices. The Committee shall provide innovative ideas and activities for the future redevelopment of the Downtown District.

(2) The Board shall function in an advisory capacity only and shall have no power to make personnel appointments or direct or supervise work operations.

(3) The Board shall not be authorized to incur, on behalf of the city, any expenses incident to the operation, maintenance, development, or any other expenditure incident to the cultural arts activities and programs.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
APPOINTMENT

Agenda Item No: 10.A.
Appointments

1. **Agenda Item:**
Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Airport Advisory Board of South Texas International Airport of Edinburg, One Member. [Clarice Y. Balderas, City Secretary]

2. **Description:**
City staff is presenting the following appointment to the City Advisory Board, Council, Commission and Committee for consideration:

Airport Advisory Board of South Texas International Airport of Edinburg (1 Member) -
Function: It shall be the duty of the Board to formulate and submit to the City Council plans and recommendations for the use, operation and development of the municipal airport.

Present Member(s): Roland Gomez
Applicant(s): Scott Fuller, Diane Teter

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEESSec. 32.01 – Residence or tax paying status requirements for membership.
Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.
Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.

Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall serve two-year terms with no limits on the number of terms they may serve. Board members whose two-year term has ended may continue to serve until a replacement has been appointed.

Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the

vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Airport Advisory Board of South Texas International Airport of Edinburg, One Member.

Reviewed by:

Prepared by:
Clarice Balderas, City Secretary

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
CONSENT AGENDA

Agenda Item No: 11.A.
FY 2026 Agreement MVCPA Task Force

1. **Agenda Item:**
Consider Authorizing the Approval of an Interlocal Agreement Between the County of Hidalgo, Texas and the City of Edinburg Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations. [Jaime Ayala, Chief of Police]

2. **Description:**
The Edinburg Police Department is recommending that the City participate in the Hidalgo County Motor Vehicle Crime Prevention Authority Task Force in an effort to address auto theft incidents. The Task Force will be administered by the Hidalgo County Sheriff's Office. There will be participation from the City of Mercedes and the City of Weslaco Police Departments in Hidalgo County. The Task Force is funded through a grant from the State of Texas (Texas Department of Motor Vehicles). The Police Department intends to assign two (2) police officers to the Task Force. The term of this agreement shall be effective from October 17, 2025 until August 31, 2026.

A total of $168,754.00 is being grant funded and $33,751.00 will be the city's local match for a total of $202,505.00. Funding is available through the FY 2025-2026 General Fund Operating Budget under the Police Department. Procurement will adhere to federal guidelines and City policy.

The South Texas area has been plagued by an increase in motor vehicle theft crimes because of its proximity to the international border with Mexico. The Hidalgo County Auto Theft Task Force was established to combat motor vehicle crime problems. Participation in this Task Force will enhance the Police Department's capabilities in auto theft investigations, especially in the area of personnel resources and intelligence gathering.

This interlocal agreement is recurring and has been approved by the Edinburg City Council in previous fiscal years. Previously, the Edinburg Police Department participated in the Brownsville Motor Vehicle Crime Prevention Authority Task Force from 2014 to 2024 and moved to the Hidalgo County Motor Vehicle Crime Prevention Authority Task Force in 2025.

3. **Staff's Recommendation:**
Authorize the City Manager to Enter Into an Interlocal Agreement Between the County of Hidalgo, Texas and the City of Edinburg Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:

A. ILA (HCSO & City-MVCPA Task Force) Resolution

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS, AND THE CITY OF Edinburg, TEXAS REGARDING MVCPA TASK FORCE

THIS Agreement is made on and entered into, effective as of the ___day of _____, **20____**, by and between **HIDALGO COUNTY**, **TEXAS**, by and through the Hidalgo County Sheriff's Office (the "County"), and **CITY OF Edinburg** (the "City"), collectively referred to as the "Parties", pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code. The purpose of this Agreement is for County to provide City with law enforcement services within its jurisdiction in accordance with the Texas Government Code Chapter 791. This Agreement shall be fully executed and enforceable on the date it is signed by both of the Parties.

WITNESSETH:

WHEREAS, the City is a municipality defined as a "Political Subdivision" under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas;

WHEREAS, the County is defined as a "Local Government" under the Act, and a county in the State of Texas;

WHEREAS, County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, this agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local government;

WHEREAS, County and City have the objective to operate a multi-agency task force funded in part by the Motor Vehicle Crime Prevention Authority of the State of Texas (MVCPA) grant, for funding in the total amount of $1,052,143.00 Of which, $168,754.00 is allocated to the City of Edinburg for the items described below;

WHEREAS, County and City have agreed to contribute an amount of matching funds in an amount indicated below if said application is approved;

WHEREAS, the source of funds would not normally be used for this purpose;

WHEREAS, the County and City have the authority and it is in their best interest to join in the application to develop a multijurisdictional MVCPA Task Force;

WHEREAS, the County and City agree to each accept the responsibility for their respective commitments and to adhere to all applicable federal, state and local laws or regulations, as well as all grant rules and conditions.

WHEREAS, County and City have determined that it is in the best interest and benefit of the citizens of City and County to cooperate in this agreement and that it serves a public purpose;

NOW THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.

2. Purpose. The purpose of this Agreement is to allow County and City to operate a multi-agency taskforce with the Motor Vehicle Crime Prevention Authority of the State of Texas, which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

3. Term. The term of this Interlocal agreement commences on the effective date indicated above and ends on August 31st , 2026, or unless otherwise terminated as provided herein.

4. Termination. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. This Agreement may also be terminated immediately by mutual written agreement of the parties. The parties intend this provision to be a continuing right to terminate this Agreement.

5. Consideration. As consideration for this Agreement, City agree to contribute a total of $33,751.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In Kind)
Total Professional and Contract Services	$33,751	

6. **Allocation of Funds**. The specific allocation of the City funds is set out in Exhibit "A" of this Agreement and made part hereof for all purposes.

7. **Equipment**. Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

8. **Amendments**. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

9. **Indemnity**. TO THE EXTENT AUTHORIZED BY LAW AND WITHOUT WAIVING ANY GOVERNMENTAL OR OFFICIAL IMMUNITIES OR DEFENSES, CITY AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND RELATED COSTS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE BY CITY OFFICIALS, AGENTS, AND EMPLOYEES OF CITY'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF CITY AND ANY OTHER PERSON OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF CITY AND ANY OTHER PERSON OR ENTITY. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF SUCH ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OR INTENTIONAL ACT OR OMISSION OF CITY.

10. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

11. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

12. **Texas Law to Apply.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The City hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. **Conflict of Applicable Law/Severability.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a

conflict between and provisions of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Authority to Execute. The execution and performance of this Agreement by each Party to this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties to this Agreement in accordance with its terms.

15. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:
County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539

w/ copy to:
Hidalgo County Sheriff's Office
Attn: Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, TX 78541

If to City:
City of _____
Attn: _____
Address: _____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

17. Commitment or Current Revenues Only: In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

18. Liability Insurance. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

19. No Waiver of Immunities/Defenses: Nothing in this Agreement is intended to and the Parties to this Agreement do not hereby waive, release or relinquish any right to assert any of the defenses the Parties to this Agreement may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the Parties to this Agreement as to any claim or action of any person, entity, or individual against the Parties to this Agreement.

20. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or by each Party's respective policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.

21. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

22. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

23. Assignments. This Agreement shall not be assignable.

24. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

22. Authority to Execute: The execution and performance of this Agreement by each Party to this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties to this Agreement in accordance with its terms.

23. Governing Provisions. Parties shall comply with all applicable laws and regulations.

24. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.

25. Prior Agreements. This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.

26. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.327, a non- Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference into this County contract should it be subject to Federal award.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF _____, TEXAS

_____
Printed Name: _____
Mayor

ATTEST

_____
Printed Name: _____
City Secretary

THE COUNTY OF HIDALGO

_____
Richard F. Cortez, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on:_____
Agenda Item No._____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

_____
_____, Assistant District Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
CONSENT AGENDA

Agenda Item No: 11.B.
FY 2026 Criminal Justice Grant Purchase

1. **Agenda Item:**
Consider Authorizing the Purchase of Fifteen (15) Portable Radios and Accessories from Motorola Solutions Connectivity, Inc. through the Helping Governments Across the Country Buy (HGACBuy) Cooperative Agreement Contract No. RA05-21 using FY 2026 Office of the Governor Criminal Justice Grant No. 5357001 funds in the Amount of $98,836.80. [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 different Cooperative Purchasing Entities in the State of Texas including Helping Governments Across the Country Buy (HGACBuy). Through the efforts of cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The Fiscal Year 2026 Office of the Governor's Criminal Justice Grant No. 5357001 awarded the Edinburg Police Department funds in the amount of $105,000.00 to purchase fifteen (15) portable radios, with no local match required. The radios, including accessories such as remote speaker microphones, chargers, updated batteries, and carry accessory cases will be used to sustain and enhance operations. Edinburg Police Department aims to improve communications, reliability and officer safety by replacing aging radios for all patrol officers.

The City has previously received Criminal Justice Grant Program funds at varying levels. In FY2024, grant funds were used for two portable narcotic analytical instruments and two associated solution kits. The Edinburg Police Department is currently requesting Criminal Justice Grant funds to purchase portable radios.

Upon approval, the estimated delivery of the fifteen (15) portable radios and the aforementioned accessories will be within 90 days or less from the date of purchase order issuance.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of Fifteen (15) Portable Radios, including accessories, through the Cooperative Agreement, HGACBuy Contract No. RA05-21, using Fiscal Year 2026 Office of the Governor Criminal Justice Grant Program No. 5357001 funds in the Amount of $98,836.80.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:

A. Contract Pricing Verification RA05-21
B. Quote
C. SAM.gov
D. Procurement Certifications

Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO:	FROM:
Rogelio Garcia	Joshua Cadoree
END USER:	DATE:
City of Edinburg	05 29 2025
PHONE NUMBER	
956-250-9383	832-681-2557
RE:	REFERENCE:
Price Verification	Quotes 3333208, 3333170, 3333191

We have reviewed the pricing provided through HGACBuy Contract RA05-21. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing**.

Please advise if we can assist further in this matter.

**********This is not an Order Confirmation*********

MOTOROLA SOLUTIONS







EDINBURG, CITY OF

ED PD - APX 6000 (15) - 25-100556

12/22/2025

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Billing Address:
EDINBURG, CITY OF
P O BOX 1079
EDINBURG, TX 78540
US

Quote Date:12/22/2025
Expiration Date:02/06/2026
Quote Created By:
Sid Basaldua
sidb@stcradios.com

End Customer:
EDINBURG, CITY OF
CHIEF JAIME AYALA
JAIMEAYALA@CITYOFEDINBURG.COM
(956) 289-7745

Contract: HGAC #RA05-21

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	15	$2,864.52	$42,967.80
1a	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	15	$443.11	$6,646.65
1b	H38BT	ADD: SMARTZONE OPERATION	15	$1,030.76	$15,461.40
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	15	$257.69	$3,865.35
1d	Q629AK	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	15	$408.80	$6,132.00
1e	H869BZ	SOFTWARE LICENSE ENH: MULTIKEY	15	$283.24	$4,248.60
1f	QA03399AA	ADD: ENHANCED DATA APX	15	$129.21	$1,938.15
1g	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	15	$90.22	$1,353.30
1h	QA09113AB	ADD: BASELINE RELEASE SW	15	$0.00	$0.00
1i	Q887AU	ADD: 5Y ESSENTIAL SERVICE	15	$306.00	$4,590.00
2	PMMN4136B	XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB	15	$416.00	$6,240.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
3	PMLN7904A	PORTABLE CARRY SOLUTION,LEATHER CASE 2.75 INCH SWIVEL BELT LOOP	15	$68.47	$1,027.05
4	PMLN5407A	PORTABLE CARRY SOLUTION, 2.5" SWIVEL BELT LOOP	15	$13.43	$201.45
5	NNTN8860B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, FAST US/NA	15	$149.67	$2,245.05
	Product Services				
6	LSV01Q00387A	DEVICE TEMPLATE	1	$120.00	$120.00
7	LSV00Q00202A	DEVICE PROGRAMMING	15	$120.00	$1,800.00

Grand Total $98,836.80(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

SAM.GOV®

MOTOROLA SOLUTIONS CONNECTIVITY, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
KHTDDZHHW8L7	**56842**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 16, 2026**	
Physical Address	Mailing Address	
500, W. Monroe Street **Chicago, Illinois 60661-3671** **United States**	**500 W Monroe ST** **Chicago, Illinois 60661-3671** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Motorola Solutions Connectivity, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Illinois 07	**California / United States**	**https://www.motorolasolutions.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 20, 2025	**Jan 16, 2025**	**Jan 22, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 19, 1968	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
78205	**MOTOROLA SOLUTIONS, INC.**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Manufacturer of Goods**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**56842**

Points of Contact

Electronic Business

Ken Rey, VP Software Sales	**500 W Monroe ST.** **Chicago, Illinois 60661** **United States**
Kim Hammond, Sales	809 Pinnacle DR. STE. G Linthicum Heights , Maryland 21090 United States

Government Business

Tracy Loudenslager, Senior Counsel	**809 Pinnacle Drive** **Suite G** **Linthicum, Maryland 21090** **United States**
Lorenzo Exposito, Counsel Commericial Sr	809 Pinnacle Drive Suite G Linthicum, Maryland 21090 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**334290**	**Other Communications Equipment Manufacturing**
	334220	**Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing**
	513210	**Software Publishers**
	518210	**Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services**
	541511	**Custom Computer Programming Services**
	541512	**Computer Systems Design Services**
	611420	**Computer Training**
	811210	**Electronic And Precision Equipment Repair And Maintenance**

Product and Service Codes

PSC	PSC Name
5830	**Intercommunication And Public Address Systems, Except Airborne**
R426	**Support- Professional: Communications**

Disaster Response

This entity does not appear in the disaster response registry.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_ Yes ____ No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: KHTDDZHHW8L7

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

__12-17-2025____ _____

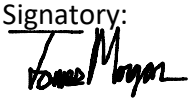
Company/Vendor Name:

_Motorola Solutions Inc._____

Printed Name and Title:

JamesMorgan_____

Authorized Signatory:



CERTIFICATION REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Company Name: Motorola Solutions Inc.

Name of Respondent: James Morgan

Address: 500 W. Monroe Street Chicago, IL 60661

1. Respondent has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes No (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes No (If answer is yes, identify the most recent contract)

3. Respondent has filed all compliance reports due under applicable instructions, including SF-100.

   Yes No None Required

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

James Morgan, Area Sales Manager, Motorola Solutions Inc.

(Name and Title of Signer – please type)

Signature

12-17-2025

Date

HUD 4238

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

James Morgan	**Area Sales Manager**
NAME	TITLE
James Morgan	**12-17-2025**
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

James Morgan, being the first duly sworn, deposes and says that:

1. He/she is employee (Area Sales Manager) (Owner, partner, etc.) **Motorola Solutions Inc.** (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: James Morgan Date: **12-17-2025**

Title: **Area Sales Manager**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
CONSENT AGENDA

Agenda Item No: 11.C.
Renewal of the Immutable Backup System

1. **Agenda Item:**
Consider Authorizing the Renewal of the City of Edinburg's Immutable Backup System Through Freeit Data Solutions Via Department of Information Resources (DIR) Contract No. DIR-CPO-5330, in the Amount of $44,863.56. [Daniel Vera, Director of Information Technology]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Municipalities face increasing threats from cyberattacks, including ransomware, data breaches, and natural disasters that could compromise critical systems and citizen services. An immutable backup solution ensures that backup data is protected against unauthorized changes, deletions, or corruption, while also providing a Disaster Recovery Replica to enhance resilience and recovery capabilities.

This approach provides:

1. Ransomware Resilience: Immutable backups safeguard critical data, enabling swift recovery without succumbing to ransom demands.
2. Regulatory Compliance: Ensures adherence to local, state, and federal data protection standards.
3. Data Integrity: Protects against accidental or malicious alterations, preserving the accuracy and reliability of information.
4. Operational Continuity: Guarantees access to essential systems and services, minimizing downtime during recovery scenarios.

The system was approved by the City Council on January 7, 2025 through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, as presented by the Information Technology Department. Following a review of the legacy backup system, the Information Technology Department recommended upgrading to a more robust, immutable backup solution. By renewing the immutable backup solution, the City of Edinburg will continue to protect public trust, ensure uninterrupted operations, and reduce the financial and reputational risks associated with data loss or cyber incidents.

Funding is available through the FY 2025-2026 General Fund Operating Budget, Information

Technology, Account No. 100-1000-513301, Office Maintenance and Contractual-IT.

The time frame for this renewal will be approximately 1-2 weeks post completion of the procurement process.

3. Staff's Recommendation:

Approve the Renewal of the City of Edinburg's Immutable Backup Solution for through Freeit Data Solutions Via Department of Information Resources (DIR) Contract No. DIR-CPO-5330, in the Amount of $44,863.56.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Almaniria Mendez, IT Administrative Manager
Daniel Vera, Director of Information Technology

Attachments:

A. 155222335 Edinburg - Cohesity 1y rnw FY2026 - 20251105[87][44] - Redacted
B. C-181-25 FREEIT DATA SOLUTIONS_Redacted

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-5330
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

City of Edinburg
Daniel Vera
415 W University Dr.
Edinburg, Texas 78539
Ph: (956) 720-9710
dvera@cityofedinburg.com

Quote Number: 155222335
Quote Date: 11/5/2025
Expiration Date: 1/22/2026

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Joe White
(216) 235-7816	Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
[redacted] **Renewal - 1yr Term Maintenance and Support**				
21	[redacted]	[redacted]. PRE-PAID SUBSCRIPTION. PREMIUM SUPPORT	$868.25	$18,233.25
15	[redacted]	[redacted]	$656.57	$9,848.55
36	[redacted]	[redacted]	$254.17	$9,150.12
1	[redacted]	[redacted]	$3,815.82	$3,815.82
1	[redacted]	[redacted]	$3,815.82	$3,815.82

Maintenance and Support Period: 1/23/2026 - 1/22/2027

List Total:	$125,616.00
DIR Discounted Total:	$113,054.40
Shipping and Tax not applicable:	$0.00
Additional Discount:	($68,190.84)
Grand Total:	$44,863.56

Customer Signature of Acceptance **Date** **PO#**

By signature or issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-5330 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-5330
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

City of Edinburg
Daniel Vera
415 W University Dr.
Edinburg, Texas 78539
Ph: (956) 720-9710
dvera@cityofedinburg.com

Quote Number: 145327978
Quote Date: 12/17/2024
Expiration Date: 1/16/2025

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Joe White
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Cohesity Turnkey Solution - 1yr Term				
Site A On-Premises Cluster				
1	[redacted]	[redacted] NODE BLOCK (HARDWARE ONLY)	$30,285.00	$30,285.00
1	[redacted]	[redacted] SUBJECT TO THE [redacted] SUPPORT MAINTENANCE TERMS AND CONDITIONS. **Support Period Duration:** 12 Months	$3,634.20	$3,634.20
8	[redacted]	CABLE, 25G, SFP28, TWINAX, 3M	$49.50	$396.00
21	[redacted]	[redacted] CAPABILITY. PRE-PAID SUBSCRIPTION. PREMIUM SUPPORT	$826.91	$17,365.11
15	[redacted]	[redacted] **Subscription Period Duration:** 12 Months	$625.31	$9,379.65
Site B On-Premises Cluster				
1	[redacted]	[redacted] BLOCK (HARDWARE ONLY)	$30,285.00	$30,285.00
1	[redacted]	PREMIUM (24X7) SUPPORT FOR [redacted] SUBJECT TO THE [redacted] SUPPORT MAINTENANCE TERMS AND CONDITIONS. **Support Period Duration:** 12 Months	$3,634.20	$3,634.20
8	[redacted]	CABLE, 25G, SFP28, TWINAX, 3M	$49.50	$396.00
36	[redacted]	[redacted] SUBSCRIPTION (1 SUBSCRIPTION PER BACKEND TB. **Subscription Period Duration:** 12 Months	$242.05	$8,713.80
Training				
2	[redacted]	ONE (1) STUDENT SEAT FOR ONE (1) DAY OF INSTRUCTION IN [redacted] IN AN OPEN SCHEDULE OF SESSIONS TO CHOOSE	$900.00	$1,800.00
Services				
1	[redacted]	Freeit Smart Start Installation	$14,025.00	$14,025.00

List Total:	$189,976.00
DIR Discounted Total:	$170,153.40
Shipping and Tax not applicable:	$0.00
Additional Discount:	($50,239.44)
Grand Total:	$119,913.96

1/10/25

Customer Signature of Acceptance **Date** **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/dir-cpo-5330 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1255735

Date Filed:
01/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freeit Data Solutions, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

145327978
Immutable Backup Solution

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Orchid, Wayne	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dulari von Christierson, and my date of birth is 06/27/1981.

My address is 900 E 6th Street, Suite 102 (street), Austin (city), TX (state), 78702 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 10 day of January (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
CONSENT AGENDA

Agenda Item No: 11.D.
Renewal of Email Services

1. **Agenda Item:**
Consider Approving the Renewal of a Three (3) year Google Workspace Email Services From SHI GS Through Department of Information Resource Contract No. DIR-CPO-5438, in the Amount of $184,803, Annually. [Daniel Vera, Director of Information Technology]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City's email service is a critical platform for both internal and external communications, supporting daily operations and interdepartmental collaboration. This initiative reflects the City's continued commitment to providing secure, reliable, and efficient communication tools for City employees.

The original contract was approved by the City Council on November 15, 2016, through the US Communities Purchasing Contract awarded to Carahsoft Technology Corp.

The upcoming renewal will include 900 Google Workspace Enterprise Plus user email licenses at a cost of $186.67 per user, along with 105 Assured Controls add-on licenses at a cost of $160.00 per license. These add-on licenses are applied to a subset of users to meet Criminal Justice Information Security (CJIS) requirements, and do not increase the total number of user accounts. This renewal includes Google Workspace Email Service, Apps, Gemini, NotebookLM, and additional security features. The total annual cost for year one (1), year two (2), and year three (3) is $184,803, resulting in a total cost of $554,409 for the three-year agreement.

Funding is available in the FY 2025-2026 General Fund Operating Budget, Information Technology, Account No. 100-1000-513301, Office Maintenance and Contractual-IT, for 868 licenses (which include upgrades to 105 of the 868 licenses) totaling $179,016.23. Funding in the total amount of $4,106.74, for 22 licenses, will be covered by the Boys & Girls Club FY 2025-2026 Budget, Account No. 460-8100-513210, Membership Dues-Subscriptions. Funding in the total amount of $1,866.70, for the remaining 10 licenses, is to be funded by the Edinburg Economic Development Corporation FY 2025-2026 Budget, Account No. 450-8000-513210, Membership Dues-Subscriptions.

	Qty	Unit Price	Total
City of Edinburg - Enterprise Plus email licenses	868	$186.67	$162,216.23
City of Edinburg - CJIS-compliant email licenses	105 of 868 (to be upgraded)	$160.00	$16,800.00
Boys & Girls Club	22	$186.67	$4,106.74
Edinburg EDC	10	$186.67	$1,866.70

3. Staff's Recommendation:

Approve the Renewal of three (3) Google Workspace Email Services through SHI GS Via Department of Information Resource Contract No. DIR-CPO-5438, in the Amount of $184,803, Annually.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Almaniria Mendez, IT Administrative Manager
Daniel Vera, Director of Information Technology

Attachments:

A. SHI Quote-27001064

Pricing Proposal

Quotation #:	27006954
Description:	Google Workspace Enterprise Plus for Edinburg 3 year
Created On:	Dec-30-2025
Valid Until:	Jan-30-2026

TX-City of Edinburg

Danny Vera
PO BOX 1079
ATTN: ACCOUNTS PAYABLE
Edinburg, Texas 78539
United States
Phone: 956-388-8204
Fax:
Email: dvera@cityofedinburg.com

Pubsec inside account executive

Marco Martinez
300 davidson ave.
Somerset
nj
Phone: 7325071364
Fax:
Email: marco_martinez@shi.com

Click here to order this quote

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Google Workspace Enterprise Plus Year 1 Google - Part#: GAPPS-ENT-PLUS-1USER-1MO Contract Name: Google Branded Products and Related Services Contract #: DIR-CPO-5438 Coverage Term: Jan-31-2026 – Jan-30-2027 **Note:** year 1 , annualized payment	900	$186.67	$168,003.00
2	Google Workspace Assured Controls Plus Year 1 Google - Part#: GAPPS-ASSUREDCONTROL-PLUS-1USER-1MO Contract Name: Google Branded Products and Related Services Contract #: DIR-CPO-5438 Coverage Term: Jan-31-2026 – Jan-30-2027 **Note:** year 1 , annualized payment	105	$160.00	$16,800.00
3	Google Workspace Enterprise Plus Year 2 Google - Part#: GAPPS-ENT-PLUS-1USER-1MO Contract Name: Google Branded Products and Related Services Contract #: DIR-CPO-5438 Coverage Term: Jan-31-2027 – Jan-30-2028 **Note:** year 2, annualized payment	900	$186.67	$168,003.00
4	Google Workspace Assured Controls Plus Year 2 Google - Part#: GAPPS-ASSUREDCONTROL-PLUS-1USER-1MO Contract Name: Google Branded Products and Related Services Contract #: DIR-CPO-5438 Coverage Term: Jan-31-2027 – Jan-30-2028 **Note:** year 2, annualized payment	105	$160.00	$16,800.00
5	Google Workspace Enterprise Plus Year 3 Google - Part#: GAPPS-ENT-PLUS-1USER-1MO Contract Name: Google Branded Products and Related Services Contract #: DIR-CPO-5438 Coverage Term: Jan-31-2028 – Jan-30-2029 **Note:** year 3, annualized payment	900	$186.67	$168,003.00
6	Google Workspace Assured Controls Plus Year 3 Google - Part#: GAPPS-ASSUREDCONTROL-PLUS-1USER-1MO Contract Name: Google Branded Products and Related Services Contract #: DIR-CPO-5438 Coverage Term: Jan-31-2028 – Jan-30-2029	105	$160.00	$16,800.00

Note: year 3, annualized payment

Subtotal	$554,409.00
Shipping	$0.00
Total	$554,409.00

Additional Comments

The Total for the 3 year contract is $554,409, the quote reflects the 1 year annualized cost of $184,803 for the first year, years 2 and 3 are to be paid in their respective years.
Please note: Google has a zero returns policy.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
CONSENT AGENDA

Agenda Item No: 11.E.
Quarterly Investment Report

1. **Agenda Item:**
Consider Approving the Quarterly Investment Report for the Period Ending December 31, 2025, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

2. **Description:**
In accordance with the Public Funds Investment Act (Chapter 2256), I hereby submit the Quarterly Investment Report for your review and acceptance. The report is in full compliance with the investment strategies as established in the City of Edinburg's Investment Policy and the Public Funds Investment Act (Chapter 2256).

3. **Staff's Recommendation:**
Approve Quarterly Investment Report for period ending December 31, 2025.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:
A. Quarterly Investment Report

THE CITY OF Edinburg

January 20, 2026

Mayor Omar Ochoa
City Councilmembers

RE: Quarterly Investment Report for Quarter Ending December 2025/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter's investments totaled $137,384,229.59 which included internal transfers-in totaling $16,385,109.09 and interest earned totaling $1,198,713.05.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the City of Edinburg's adopted investment policy. The City follows all provisions of the Public Investment Act and the City's investment policy.

Presented by the City of Edinburg's Investment Officers:

Ascencion Alonzo, Investment Officer

Nelda Ramirez, Investment Officer

CITY OF EDINBURG
QUARTERLY INVESTMENT SUMMARY REPORT
QUARTER ENDING DECEMBER 31, 2025

		Texpool Investment Pool
COST		
Beginning Balance	$	119,800,407.45
Additions:		
Interfund Transfers-in (out)		16,385,109.09
Contributions		-
Investment earnings-Texpool		1,198,713.05
Investment earnings-		-
Deductions:		
Interfund Transfers-out		-
Disbursements		-
Ending Balance	$	137,384,229.59
MARKET VALUE		
Beginning Balance	$	119,821,971.52
Ending Balance	$	137,414,454.12
Weighted Average Maturity- Texpool		40
Texpool-Weighted Average Yield		3.99%

CITY OF EDINBURG
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
QUARTER ENDING DECEMBER 31, 2025

Type of Investment	Beginning Cost	Texpool Interest	Interfund Transfers	Disbursements	Ending Cost	Market Value
Texpool:						
Revenue Bonds Reserve #7938100005	3,693,830.66	37,233.67	-	-	3,731,064.33	3,731,885.16
Utility I & S #7938100007	2,049,178.39	20,655.64	-	-	2,069,834.03	2,070,289.39
Utility Fund Rev Bond Series 2021 #7938100043	8,320,869.83	87,006.13	583,151.77	-	8,991,027.73	8,993,005.76
SWM Fund CO Series 2021 #7938100044	9,843,098.36	85,165.67	(2,425,677.35)	-	7,502,586.68	7,504,237.25
American Rescue Plan Act of 2021 #7938100045	1,528,066.52	13,022.11	(430,462.06)	-	1,110,626.57	1,110,870.91
2023 CO Com Tax & Rev Ser SIB Loan #7938100046	7,078,912.53	71,355.22	-	-	7,150,267.75	7,151,840.81
General #7938100047	25,949,320.07	248,971.53	15,057,887.53	-	41,256,179.13	41,265,255.49
T.C.S.A #7938100048	1,747,678.22	15,280.32	(311,782.66)	-	1,451,175.88	1,451,495.14
Hotel Occupancy Tax #7938100049	896,690.96	8,513.88	(184,569.12)	-	720,635.72	720,794.26
Municipal Court Special Revenue #7938100050	762,700.81	7,688.05	-	-	770,388.86	770,558.35
City Secretary Special Revenue #7938100051	289,244.40	2,891.41	(3,635.51)	-	288,500.30	288,563.77
Public Education & Government #7938100052	378,273.28	3,771.75	(14,191.91)	-	367,853.12	367,934.05
Parkland Dedication #7938100053	596,579.19	5,872.24	(31,705.08)	-	570,746.35	570,871.91
C.O. Series 2021A #7938100054	13,628,303.64	134,426.80	(664,853.13)	-	13,097,877.31	13,100,758.84
Debt Service #7938100055	1,016,959.89	12,363.42	721,000.00	-	1,750,323.31	1,750,708.38
Utility #7938100056	3,741,963.62	58,975.57	4,312,000.00	-	8,112,939.19	8,114,724.04
Solid Waste Management #7938100057	7,389,355.11	83,496.27	1,440,000.00	-	8,912,851.38	8,914,812.21
South Texas International Airport #7938100058	1,498,672.38	13,699.68	(208,633.64)	-	1,303,738.42	1,304,025.24
Ebony Hills Golf Course #7938100059	310,502.06	2,799.79	(41,413.89)	-	271,887.96	271,947.78
Los Lagos Golf Club #7938100060	85,174.80	334.95	(53,157.85)	-	32,351.90	32,359.02
Developers Trust Escrow #7938100061	8,597,457.13	83,552.78	(188,116.52)	-	8,492,893.39	8,494,761.83
G.O. Series 2019 #7938100062	11,181,772.89	111,968.32	(174,668.78)	-	11,119,072.43	11,121,518.63
Police Dept. Local Seized Money #7938100063	134,200.11	1,352.76	-		135,552.87	135,582.69
Cert of Obligations Series 2025 #7938100064	9,081,602.60	88,315.09	(996,062.71)		8,173,854.98	8,175,653.23
Total	**$ 119,800,407.45**	**$ 1,198,713.05**	**$ 16,385,109.09**	**$ -**	**$ 137,384,229.59**	**$ 137,414,454.12**

Texpool Investments Detail Activity
Quarter Ending December 31, 2025

REVENUE BONDS RESERVE ACCOUNT #7938100005

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	3,693,830.66	12,993.74	0.00	0.00	0.00	3,706,824.40
November	3,706,824.40	12,151.93	0.00	0.00	0.00	3,718,976.33
December	3,718,976.33	12,088.00	0.00	0.00	0.00	3,731,064.33
		37,233.67	0.00	0.00	0.00	

UTILITY I & S ACCOUNT #7938100007

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	2,049,178.39	7,208.38	0.00	0.00	0.00	2,056,386.77
November	2,056,386.77	6,741.36	0.00	0.00	0.00	2,063,128.13
December	2,063,128.13	6,705.90	0.00	0.00	0.00	2,069,834.03
		20,655.64	0.00	0.00	0.00	

UTILITY FUND REV BOND SERIES 2021 #7938100043

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	8,320,869.83	29,226.24	0.00	(24,237.90)	0.00	8,325,858.17
November	8,325,858.17	28,633.69	0.00	646,000.00	0.00	9,000,491.86
December	9,000,491.86	29,146.20	0.00	(38,610.33)	0.00	8,991,027.73
		87,006.13	0.00	583,151.77	0.00	

SWM FUND CO SERIES 2021 #7938100044

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	9,843,098.36	33,044.11	0.00	(1,310,358.03)	0.00	8,565,784.44
November	8,565,784.44	27,648.63	0.00	(359,442.93)	0.00	8,233,990.14
December	8,233,990.14	24,472.93	0.00	(755,876.39)	0.00	7,502,586.68
		85,165.67	0.00	(2,425,677.35)	0.00	

AMERICAN RESCUE PLAN ACT OF 2021 #7938100045

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	1,528,066.52	5,142.32	0.00	(189,723.25)	0.00	1,343,485.59
November	1,343,485.59	4,255.23	0.00	(123,970.38)	0.00	1,223,770.44
December	1,223,770.44	3,624.56	0.00	(116,768.43)	0.00	1,110,626.57
		13,022.11	0.00	(430,462.06)	0.00	

2023 CO COM TAX & REV SER SIB LOAN #7938100046

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	7,078,912.53	24,901.47	0.00	0.00	0.00	7,103,814.00
November	7,103,814.00	23,288.07	0.00	0.00	0.00	7,127,102.07
December	7,127,102.07	23,165.68	0.00	0.00	0.00	7,150,267.75
		71,355.22	0.00	0.00	0.00	

GENERAL #7938100047

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	25,949,320.07	91,797.01	0.00	(6,653,112.47)	0.00	19,388,004.61
November	19,388,004.61	70,423.89	0.00	3,311,000.00	0.00	22,769,428.50
December	22,769,428.50	86,750.63	0.00	18,400,000.00	0.00	41,256,179.13
		248,971.53	0.00	15,057,887.53	0.00	

T.C.S.A. #7938100048

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	1,747,678.22	5,667.59	0.00	(264,397.96)	0.00	1,488,947.85
November	1,488,947.85	4,877.58	0.00	(2,952.39)	0.00	1,490,873.04
December	1,490,873.04	4,735.15	0.00	(44,432.31)	0.00	1,451,175.88
		15,280.32	0.00	(311,782.66)	0.00	

HOTEL OCCUPANCY TAX #7938100049

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	896,690.96	3,141.03	0.00	(7,264.37)	0.00	892,567.62
November	892,567.62	2,926.05	0.00	0.00	0.00	895,493.67
December	895,493.67	2,446.80	0.00	(177,304.75)	0.00	720,635.72
		8,513.88	0.00	(184,569.12)	0.00	

MUNICIPAL COURT SPECIAL REVENUE #7938100050

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	762,700.81	2,682.98	0.00	0.00	0.00	765,383.79
November	765,383.79	2,509.13	0.00	0.00	0.00	767,892.92
December	767,892.92	2,495.94	0.00	0.00	0.00	770,388.86
		7,688.05	0.00	0.00	0.00	

CITY SECRETARY SPECIAL REVENUE #7938100051

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	289,244.40	1,017.07	0.00	(3,635.51)	0.00	286,625.96
November	286,625.96	939.62	0.00	0.00	0.00	287,565.58
December	287,565.58	934.72	0.00	0.00	0.00	288,500.30
		2,891.41	0.00	(3,635.51)	0.00	

PUBLIC EDUCATION & GOVERNMENT #7938100052

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	378,273.28	1,330.51	0.00	(1,413.37)	0.00	378,190.42
November	378,190.42	1,239.81	0.00	0.00	0.00	379,430.23
December	379,430.23	1,201.43	0.00	(12,778.54)	0.00	367,853.12
		3,771.75	0.00	(14,191.91)	0.00	

PARKLAND DEDICATION #7938100053

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	596,579.19	2,098.62	0.00	0.00	0.00	598,677.81
November	598,677.81	1,924.51	0.00	(31,705.08)	0.00	568,897.24
December	568,897.24	1,849.11	0.00	0.00	0.00	570,746.35
		5,872.24	0.00	(31,705.08)	0.00	

C.O. SERIES 2021A #7938100054

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	13,628,303.64	47,413.84	0.00	(164,980.15)	0.00	13,510,737.33
November	13,510,737.33	44,241.08	0.00	(42,035.25)	0.00	13,512,943.16
December	13,512,943.16	42,771.88	0.00	(457,837.73)	0.00	13,097,877.31
		134,426.80	0.00	(664,853.13)	0.00	

DEBT SERVICE #7938100055

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	1,016,959.89	3,577.35	0.00	0.00	0.00	1,020,537.24
November	1,020,537.24	3,741.63	0.00	191,000.00	0.00	1,215,278.87
December	1,215,278.87	5,044.44	0.00	530,000.00	0.00	1,750,323.31
		12,363.42	0.00	721,000.00	0.00	

UTILITY #7938100056

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	3,741,963.62	10,438.66	0.00	3,000,000.00	0.00	6,752,402.28
November	6,752,402.28	23,197.70	0.00	512,000.00	0.00	7,287,599.98
December	7,287,599.98	25,339.21	0.00	800,000.00	0.00	8,112,939.19
		58,975.57	0.00	4,312,000.00	0.00	

SOLID WASTE MANAGEMENT #7938100057

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	7,389,355.11	26,444.25	0.00	1,000,000.00	0.00	8,415,799.36
November	8,415,799.36	28,294.08	0.00	340,000.00	0.00	8,784,093.44
December	8,784,093.44	28,757.94	0.00	100,000.00	0.00	8,912,851.38
		83,496.27	0.00	1,440,000.00	0.00	

SOUTH TEXAS INTERNATIONAL AIRPORT #7938100058

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	1,498,672.38	5,229.55	0.00	(208,633.64)	0.00	1,295,268.29
November	1,295,268.29	4,246.23	0.00	0.00	0.00	1,299,514.52
December	1,299,514.52	4,223.90	0.00	0.00	0.00	1,303,738.42
		13,699.68	0.00	(208,633.64)	0.00	

EBONY HILLS GOLF COURSE #7938100059

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	310,502.06	1,033.38	0.00	(41,413.89)	0.00	270,121.55
November	270,121.55	885.53	0.00	0.00	0.00	271,007.08
December	271,007.08	880.88	0.00	0.00	0.00	271,887.96
		2,799.79	0.00	(41,413.89)	0.00	

LOS LAGOS GOLF COURSE #7938100060

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	85,174.80	124.76	0.00	(53,157.85)	0.00	32,141.71
November	32,141.71	105.41	0.00	0.00	0.00	32,247.12
December	32,247.12	104.78	0.00	0.00	0.00	32,351.90
		334.95	0.00	(53,157.85)	0.00	

DEVELOPERS TRUST ESCROW #7938100061

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	8,597,457.13	29,131.88	0.00	(358,116.52)	0.00	8,268,472.49
November	8,268,472.49	27,106.19	0.00	0.00	0.00	8,295,578.68
December	8,295,578.68	27,314.71	0.00	170,000.00	0.00	8,492,893.39
		83,552.78	0.00	(188,116.52)	0.00	

G.O. S SERIES 2019 #7938100062

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	11,181,772.89	39,314.68	0.00	(52,513.33)	0.00	11,168,574.24
November	11,168,574.24	36,604.53	0.00	(7,408.10)	0.00	11,197,770.67
December	11,197,770.67	36,049.11	0.00	(114,747.35)	0.00	11,119,072.43
		111,968.32	0.00	(174,668.78)	0.00	

POLICE DEPT. LOCAL SEIZED MONEY #7938100063

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	134,200.11	472.07	0.00	0.00	0.00	134,672.18
November	134,672.18	441.50	0.00	0.00	0.00	135,113.68
December	135,113.68	439.19	0.00	0.00	0.00	135,552.87
		1,352.76	0.00	0.00	0.00	

CERT OF OBLIGATIONS SERIES 2025 #7938100064

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	9,081,602.60	31,946.33	0.00	0.00	0.00	9,113,548.93
November	9,113,548.93	29,420.50	0.00	(379,258.86)	0.00	8,763,710.57
December	8,763,710.57	26,948.26	0.00	(616,803.85)	0.00	8,173,854.98
		88,315.09	0.00	(996,062.71)	0.00	



Monthly Newsletter: January 2026

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in December 2025:

TexPool

Gavleston Property Finance Authority
Uvalde County ESD 2
Victoria County Groundwater Conservation District
Dallas Central Appraisal District
Lampasas EDC
Medical Center Area Redevelopment Authority/ TIRZ 28

TexPool *Prime*

Gavleston Property Finance Authority
Uvalde County ESD 2
Madisonville ISD
Victoria County Groundwater Conservation District
Dallas Central Appraisal District
Lampasas EDC
Medical Center Area Redevelopment Authority/ TIRZ 28
Azle ISD
Kimble County Hospital

TexPool Advisory Board Members

Patrick Krishock
Belinda Weaver
Deborah Laudermilk
Valarie Van Vlack
David Landeros
Dina Edgar

Overseen by the State of Texas acting Comptroller of Public Accounts Kelly Hancock

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary

Maintaining momentum

January 1, 2026

The last few years have been remarkable for stable value investments. Even as the Federal Reserve has pivoted to easing rates, assets in liquidity products have marched steadily upward. Depending on your sources, which all calculate differently, total industry money market fund assets hit record highs in 2025 and other vehicles had strong years.

How investors view liquidity products this year will probably be influenced by recency bias. With the latest Summary of Economic Projections (SEP) of the Federal Open Market Committee (FOMC) indicating at least one 25 basis-point cut in the fed funds target range in 2026, yields are likely to slide for most stable value investments. Behavioral economics posits that some investors will focus on the decline, despite the likelihood that yields across the industry will remain attractive. We expect most investors, however, to remain happy with money market products even if the terminal fed funds rate rests in the lower 3% area, as the SEP dot plot forecasts. Industry assets might decline, but if they do, it should be gradual.

Fed independence

2025 was a rough year for Fed Chair Jerome Powell as he faced many calls to lower rates faster. His term as chair ends in May. Despite the likelihood he will be succeeded by a more dovish leader, we think the Fed will retain its status as an "uniquely structured, quasi-private entity,"

(continued page 6)

Performance as of December 31, 2025

	TexPool	TexPool *Prime*
Current Invested Balance	$36,154,739,297	$16,513,278,205
Weighted Average Maturity**	35 Days	42 Days
Weighted Average Life**	91 Days	68 Days
Net Asset Value	1.00022	1.00025
Total Number of Participants	2,975	717
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	$106,814,250.58	$51,540,692.31
Management Fee Collected	$1,196,846.70	$709,264.48
Current S&P Global Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	$32,922,046,692	$15,183,667,517
Average Monthly Rate*	3.83%	4.00%
Average Weighted Average Maturity**	39	52
Average Weighted Average Life**	101	80

**This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.*
***See page 2 for definitions.*
Past performance is no guarantee of future results.

Phone: 1-866-TEXPOOL (839-7665) · Fax: 1-866-839-3291 · TexPool.com

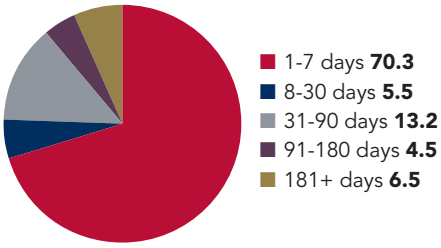
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Managed and Serviced by Federated Hermes

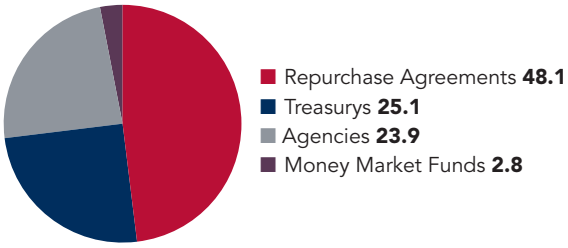
Portfolio by Maturity (%)

As of December 31, 2025



Portfolio by Type of Investment (%)

As of December 31, 2025



Portfolio Asset Summary as of December 31, 2025

	Book Value	Market Value
Uninvested Balance	$240.06	$240.06
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	60,262,098.45	60,262,098.45
Interest and Management Fees Payable	-106,817,052.31	-106,817,052.31
Payable for Investments Purchased	-60,000,000.00	-60,000,000.00
Accrued Expenses & Taxes	-42,590.36	-42,590.36
Repurchase Agreements	17,452,217,000.00	17,452,217,000.00
Mutual Fund Investments	1,017,085,200.00	1,017,085,200.00
Government Securities	8,678,777,472.51	8,679,743,773.18
US Treasury Bills	7,374,202,554.80	7,380,044,101.51
US Treasury Notes	1,739,054,373.56	1,740,181,286.34
Total	**$36,154,739,296.71**	**$36,162,674,056.87**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	642	$10,105,715,758.87
Higher Education	60	$1,554,327,472.97
County	205	$5,366,127,497.97
Healthcare	99	$1,915,770,316.83
Utility District	955	$5,188,338,739.85
City	524	$9,327,950,602.82
Emergency Districts	122	$448,581,529.53
Economic Development Districts	96	$226,466,404.01
Transit/Toll Authorities	15	$678,684,045.53
River/Port Authorities	18	$322,684,189.51
Other	239	$1,019,771,685.30

****Definition of Weighted Average Maturity and Weighted Average Life**

WAM is the mean average of the periods of time remaining until the securities held in the fund's portfolio (a) are scheduled to be repaid, (b) would be repaid upon a demand by the fund or (c) are scheduled to have their interest rate readjusted to reflect current market rates. For government variable rate securities, if the interest rate is readjusted no less frequently than every 397 calendar days, the security shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. For non-government variable rate securities, if the security has a scheduled maturity of 397 days or less the security is treated as maturing on the earlier of the date the security is scheduled to be repaid through demand or the period remaining until the next readjustment of the interest rate. If the variable rate security has a scheduled maturity that is more than 397 days it is the later of those two dates. The mean is weighted based on the percentage of the market value of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool.

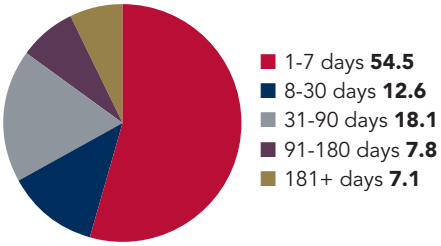
Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
12/1	4.0320%	0.000110467	$32,642,104,807.94	1.00014	36	97
12/2	3.9999%	0.000109585	$32,339,766,298.41	1.00017	37	99
12/3	3.9454%	0.000108094	$32,109,320,447.27	1.00020	37	100
12/4	3.9252%	0.000107540	$32,124,639,196.36	1.00018	37	101
12/5	3.9282%	0.000107622	$32,144,087,443.96	1.00016	40	103
12/6	3.9282%	0.000107622	$32,144,087,443.96	1.00016	40	103
12/7	3.9282%	0.000107622	$32,144,087,443.96	1.00016	40	103
12/8	3.9393%	0.000107925	$32,155,101,229.61	1.00017	40	103
12/9	3.9271%	0.000107591	$32,219,655,538.36	1.00016	40	103
12/10	3.9123%	0.000107185	$32,193,112,837.19	1.00022	40	102
12/11	3.8072%	0.000104308	$32,217,516,454.79	1.00024	41	103
12/12	3.7701%	0.000103290	$32,432,015,010.60	1.00024	41	102
12/13	3.7701%	0.000103290	$32,432,015,010.60	1.00024	41	102
12/14	3.7701%	0.000103290	$32,432,015,010.60	1.00024	41	102
12/15	3.7922%	0.000103896	$32,726,298,709.79	1.00024	39	100
12/16	3.7742%	0.000103404	$32,797,156,664.17	1.00025	39	100
12/17	3.7635%	0.000103110	$32,753,468,716.45	1.00026	39	99
12/18	3.7578%	0.000102954	$32,863,125,876.67	1.00026	39	101
12/19	3.7514%	0.000102778	$32,830,577,371.52	1.00024	41	103
12/20	3.7514%	0.000102778	$32,830,577,371.52	1.00024	41	103
12/21	3.7514%	0.000102778	$32,830,577,371.52	1.00024	41	103
12/22	3.7613%	0.000103049	$32,931,387,613.47	1.00024	38	100
12/23	3.7510%	0.000102768	$33,439,696,639.30	1.00023	39	99
12/24	3.7464%	0.000102640	$33,320,262,662.33	1.00023	39	99
12/25	3.7464%	0.000102640	$33,320,262,662.33	1.00023	39	99
12/26	3.7735%	0.000103384	$33,533,519,196.09	1.00022	40	100
12/27	3.7735%	0.000103384	$33,533,519,196.09	1.00022	40	100
12/28	3.7735%	0.000103384	$33,533,519,196.09	1.00022	40	100
12/29	3.7990%	0.000104083	$33,779,476,237.77	1.00023	37	98
12/30	3.7731%	0.000103372	$35,675,758,494.78	1.00022	35	92
12/31	3.8153%	0.000104530	$36,154,739,296.71	1.00022	35	91
Averages:	**3.8270%**	**0.000104850**	**$32,922,046,691.94**	**1.00022**	**39**	**101**

TexPool *Prime*

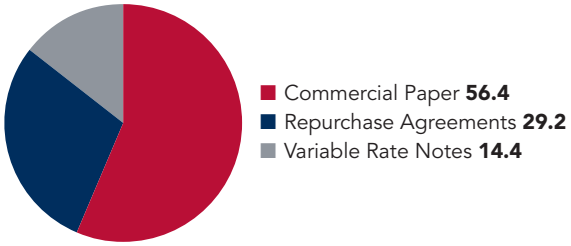
Portfolio by Maturity (%)

As of December 31, 2025



Portfolio by Type of Investment (%)

As of December 31, 2025



Portfolio Asset Summary as of December 31, 2025

	Book Value	Market Value
Uninvested Balance	$337.52	$337.52
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	16,929,380.35	16,929,380.35
Interest and Management Fees Payable	-51,540,689.47	-51,540,689.47
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-24,883.02	-24,883.02
Repurchase Agreements	4,828,037,000.00	4,828,037,000.00
Commercial Paper	11,185,877,059.27	11,189,754,014.03
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	534,000,000.00	534,293,369.80
Total	**$16,513,278,204.65**	**$16,517,448,529.21**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	183	$5,224,211,150.36
Higher Education	20	$930,188,954.22
County	62	$1,357,005,468.71
Healthcare	29	$569,198,757.63
Utility District	95	$508,884,393.83
City	138	$3,223,542,152.19
Emergency Districts	45	$268,403,758.99
Economic Development Districts	26	$49,897,181.24
Transit/Toll Authorities	10	$1,449,324,825.73
River/Port Authorities	8	$893,219,494.16
Other	102	$2,039,400,182.20

TexPool *Prime*

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool *Prime* Invested Balance	NAV	WAM Days	WAL Days
12/1	4.1361%	0.000113317	$14,925,960,007.76	1.00023	52	78
12/2	4.1134%	0.000112696	$15,033,722,984.54	1.00022	51	78
12/3	4.0861%	0.000111949	$15,048,981,008.01	1.00023	54	80
12/4	4.0660%	0.000111396	$15,152,492,442.98	1.00023	53	79
12/5	4.0666%	0.000111415	$15,042,557,886.51	1.00012	57	84
12/6	4.0666%	0.000111415	$15,042,557,886.51	1.00012	57	84
12/7	4.0666%	0.000111415	$15,042,557,886.51	1.00012	57	84
12/8	4.0727%	0.000111580	$14,984,139,916.61	1.00023	55	84
12/9	4.0699%	0.000111504	$14,888,476,994.91	1.00024	55	83
12/10	4.0613%	0.000111269	$14,866,042,421.84	1.00024	55	83
12/11	3.9920%	0.000109370	$14,800,669,974.66	1.00027	55	83
12/12	3.9703%	0.000108775	$14,801,881,427.40	1.00015	55	83
12/13	3.9703%	0.000108775	$14,801,881,427.40	1.00015	55	83
12/14	3.9703%	0.000108775	$14,801,881,427.40	1.00015	55	83
12/15	3.9663%	0.000108665	$14,778,387,643.13	1.00028	52	82
12/16	3.9533%	0.000108310	$15,016,585,716.69	1.00028	52	81
12/17	3.9503%	0.000108228	$15,195,911,986.97	1.00027	49	77
12/18	3.9457%	0.000108101	$15,147,182,851.39	1.00029	52	81
12/19	3.9494%	0.000108204	$14,985,901,259.30	1.00015	53	83
12/20	3.9494%	0.000108204	$14,985,901,259.30	1.00015	53	83
12/21	3.9494%	0.000108204	$14,985,901,259.30	1.00015	53	83
12/22	3.9487%	0.000108183	$15,032,350,324.51	1.00028	50	80
12/23	3.9463%	0.000108118	$15,098,730,985.92	1.00027	50	79
12/24	3.9393%	0.000107925	$15,475,132,839.74	1.00019	48	77
12/25	3.9393%	0.000107925	$15,475,132,839.74	1.00019	48	77
12/26	3.9592%	0.000108472	$15,643,943,651.60	1.00011	47	74
12/27	3.9592%	0.000108472	$15,643,943,651.60	1.00011	47	74
12/28	3.9592%	0.000108472	$15,643,943,651.60	1.00011	47	74
12/29	3.9676%	0.000108702	$15,688,812,996.77	1.00025	45	73
12/30	3.9595%	0.000108479	$16,148,848,197.57	1.00025	43	70
12/31	3.9784%	0.000108998	$16,513,278,204.65	1.00025	42	68
Averages:	**3.9977%**	**0.000109526**	**$15,183,667,516.54**	**1.00020**	**52**	**80**

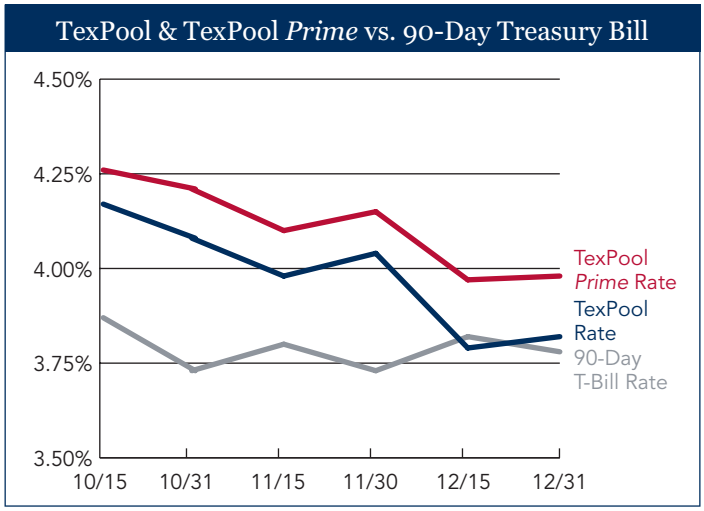
Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

as the Supreme Court called it last summer. We are hopeful that the Senate confirmation process will focus on their expertise in monetary policy and maintaining the integrity of the institution.

About those falling rates

With the Fed in an easing cycle, it is understandable that investors would wonder if it will ever take the policy rate to near-zero again. There is no guarantee, of course, but we do not think this will happen. That also is the Fed's stance, based on the December SEP, which forecasts a terminal fed funds range for this cycle between 3-3.50% and a long-run policy rate of 3%. At 3.50-3.75%, the current target range is already near that. Changes in Fed leadership and composition of the FOMC likely will not lead to rates deviating much from this path.

At month-end, yields on 1-, 3-, 6- and 12-month US Treasuries were 3.59%, 3.64%, 3.61% and 3.48%, respectively.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

An investment in the Pool is not insured or guaranteed by any government or government agency. Although the manager of the Pool seeks to preserve principal, it is possible to lose money by depositing money in the Pool.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
CONSENT AGENDA

Agenda Item No: 11.F.
Agreement - Freddy Gonzalez Hike and Bike Trail

1. **Agenda Item:**
Consider Approval of Agreement for Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail with Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Execute Any Related Documents Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
The Freddy Gonzalez Hike and Bike Trail Project is a trail that will be constructed on the south right of way of Freddy Gonzalez Drive. The proposed project is a 1.9-mile Hike and Bike Trail along West Freddy Gonzalez Drive. This is a 10-foot wide concrete walkway connecting five parks and four schools stretching from South Closner Boulevard to Edinburg Municipal Park located on Raul Longoria Road.

This grant project was awarded through the FY 2021-2022 Transportation Alternatives Set-Aside (TASA) Grant Program. The grant application was submitted to the Rio Grande Valley Metropolitan Planning Organization in July 2021. Award notification was received in October 2021 and the Advance Funding Agreement (AFA) was executed in July 2022.

On September 25, 2025, bids were opened for Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail. At the January 6, 2026 City Council Regular Meeting, the project was awarded to Artillery, LLC. TxDOT concurrence has been received for the award of the project. The Agreement is attached in its final form.

3. **Staff's Recommendation:**
Approve Agreement for Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail with Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Execute Any Related Documents Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:
A. Freddy Gonzalez H&B Trail - 00500_Agreement
B. Exe'd AFA_0921-02-497_Freddy Gonzalez Trail_7.14.2022

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and Artillery, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **installation of a 10' hike and bike trail with a pedestrian signal.**

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Bid #2025-15 CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail**

ENGINEER

3.01 The Owner has retained the **City of Edinburg – Engineering Department** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Patrizia I. Longoria, PE.**

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 **September 17, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 17, 2026.**

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 **– Section from Raul Longoria to I-69C (excludes signal) / July 17, 2026**

2. Milestone 2 **Section from I-69C to Closner Boulevard (includes signal) / September 17, 2026**

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 the Owner **$400** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$400** for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones:* Contractor shall pay Owner **$400** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than Milestone rate.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, **(Not applicable)**.

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	**PREP ROW**	**81.97**	**STA**	**$250.00**	**$20,492.50**
2	**REMOV CONC (DRIVEWAYS)**	**153**	**SY**	**$18.00**	**$2,754.00**
3	**REMOV CONC (SIDEWALK, RAMP OR SUP)**	**1013**	**SY**	**$18.00**	**$18,234.00**
4	**REMOV CONC (CURB)**	**677**	**LF**	**$8.00**	**$5,416.00**
5	**EXCAV (SPECIAL)**	**697.01**	**CY**	**$20.00**	**$13,940.20**
5A	**excess to haul**	**467.75**	**CY**	**$0.00**	**$0.00**
6	**EMBANK (FNL)(OC)(TY A)**	**229.26**	**CY**	**$30.00**	**$6,877.80**
7	**FURN & PLACE TOPSOIL (4")**	**80.67**	**STA**	**$500.00**	**$40,335.00**
8	**HYDRO MULCH SEED (TEMP WARM)**	**8594**	**SY**	**$1.50**	**$12,891.00**
9	**SALV, HAUL & STKPL RCL APH PV (2" TO 4")**	**437**	**SY**	**$30.00**	**$13,110.00**
10	**MOBILIZATION**	**1**	**LS**	**$100,000.00**	**$100,000.00**
11	**BARRICADES, SIGNS AND TRAFFIC HANDLING**	**8**	**MO**	**$2,000.00**	**$16,000.00**
12	**TEMP SEDMT CONT FENCE (INSTALL)**	**8070**	**LF**	**$6.00**	**$48,420.00**

13	TEMP SEDMT CONT FENCE (REMOVE)	8070	LF	$2.00	$16,140.00
14	BIODEG EROSN CONT LOGS (INSTL) (12")	1122	LF	$10.00	$11,220.00
15	BIODEG EROSN CONT LOGS (REMOVE)	1122	LF	$2.00	$2,244.00
16	CONC CURB & GUTTER	425	LF	$30.00	$12,750.00
17	DRIVEWAYS (CONC)	239	SY	$63.00	$15,057.00
18	CONC HIKE & BIKE (10') SW (4")	8967	SY	$49.50	$443,866.50
18a	*2" Sand Base	8967	SY	$0.00	$0.00
19	CURB RAMPS (TY 1)	3	EA	$3,000.00	$9,000.00
20	CURB RAMPS (TY 5)	3	EA	$4,000.00	$12,000.00
21	CURB RAMPS (TY 7)	23	EA	$3,000.00	$69,000.00
22	CURB RAMPS (TY 21)	1	EA	$3,000.00	$3,000.00
23	CHAIN LINK FENCE (INSTALL) 6'	570	EA	$7.00	$3,990.00
24	CHAIN LINK FENCE (REMOVE) 6'	570	EA	$3.00	$1,710.00
25	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	18	EA	$1,000.00	$18,000.00
25a	D11-1 BIKE ROUTE	1	EA	$0.00	$0.00
25b	M4-146 BEGIN	1	EA	$0.00	$0.00
25c	R1-1 STOP	17	EA	$0.00	$0.00
25d	R5-3 NO MOTOR VEHICLES	17	EA	$0.00	$0.00
25e	W1-2L CURVE LEFT	2	EA	$0.00	$0.00
26	REMOVE SM RD SN SUP&AM	9	EA	$400.00	$3,600.00
27	REFL PAV MRK TY I (W)6"(DOT)(100MIL)	110	LF	$2.00	$220.00
28	REFL PAV MRK TY I(W)(ARW)(100MIL)	6	EA	$250.00	$1,500.00
29	REFL PAV MRK TY I (W) (6") (BRK) (100MIL)	1300	LF	$2.00	$2,600.00
30	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	1300	LF	$2.00	$2,600.00
31	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	8569	LF	$1.00	$8,569.00
32	ELIM EXT PM & RKS (6")	2105	LF	$2.00	$4,210.00
33	ELIM EXT PM & RKS (24")	35	LF	$6.00	$210.00
34	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	1209	LF	$9.00	$10,881.00

35	TREE REMOVAL (12" - 18" DIA)	12	EA	$850.00	$10,200.00
36	REMOVABLE BOLLARD	20	EA	$1,000.00	$20,000.00
37	DRILL SHAFT (24 IN)	18	LF	$500.00	$9,000.00
38	DRILL SHAFT (36 IN)	28	LF	$550.00	$15,400.00
39	CONDT (PVC) (SCH 80) (2")	91	LF	$40.00	$3,640.00
40	CONDT (PVC) (SCH 80) (4")	25	LF	$50.00	$1,250.00
41	CONDT (PVC) (SCH 80) (4") (BORE)	22	LF	$65.00	$1,430.00
42	ELEC CONDR (NO.6) BARE	409	LF	$5.00	$2,045.00
43	ELEC CONDR (NO.6) INSULATED	73	LF	$5.00	$365.00
44	TRAY CABLE (4 CONDR) (12 AWG)	275	LF	$5.00	$1,375.00
45	GROUND BOX TY C (162911)	1	EA	$1,500.00	$1,500.00
46	GROUND BOX TY C (162911)w/APRON	4	EA	$2,500.00	$10,000.00
47	ELC SRV TY T 120/240 000(NS)GS(N)TS(O)	1	EA	$6,000.00	$6,000.00
48	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$40,000.00	$40,000.00
48a	*CONTROLLER W/CABINET	1	EA	$0.00	$0.00
48b	*GROUND ROD	5	EA	$0.00	$0.00
48c	*LUMINAIRE ON TRAFFIC SIGNAL POLE	2	EA	$0.00	$0.00
49	VEH SIG SEC (12")LED(GRN)	4	EA	$450.00	$1,800.00
50	VEH SIG SEC (12")LED(YEL)	4	EA	$450.00	$1,800.00
51	VEH SIG SEC (12")LED(RED)	4	EA	$450.00	$1,800.00
52	PED SIG SEC(LED)(COUNTDOWN)	3	EA	$1,000.00	$3,000.00
53	BACKPLATE W/REF BRDR(3 SEC)ALUM	4	EA	$250.00	$1,000.00
54	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	198	LF	$4.00	$792.00
55	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	916	LF	$7.00	$6,412.00
56	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	35	LF	$1.00	$35.00
57	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	35	LF	$3.00	$105.00
58	INS TRF SIG PL AM (S)STR(TY D)LUM	2	EA	$11,500.00	$23,000.00

59	**PED POLE ASSEMBLY**	**3**	**EA**	**$1,600.00**	**$4,800.00**
60	**REMOVE PED POLE ASSEMBLY**	**1**	**EA**	**$650.00**	**$650.00**
61	**PED DETECT (APS)**	**2**	**EA**	**$1,500.00**	**$3,000.00**
62	**VEH LP DETECT (SAWCUT)**	**528**	**LF**	**$17.00**	**$8,976.00**
63	**PED DETECTOR CONTROLER UNIT**	**1**	**EA**	**$5,000.00**	**$5,000.00**
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$1,135,213.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$1,135,213.00**.

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

If 50 percent or more of the Work has been completed, as determined by Engineer and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and

progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being the **5** percent retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting **115** sheets with each sheet bearing the following general title: **Bid #2025-15 CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail**
7. Addenda (numbers **1** to **2**, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has

plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **January _____, 2026** (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:

Artillery, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____
_____
_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____
_____
_____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

APPROVED AS TO FORM

BY: **Josephine R. Solis**
Name/Title: **City Attorney**
Date: _____

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

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Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

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4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

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2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

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2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

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precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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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.

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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

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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;

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(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

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D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

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to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

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Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

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statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

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required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

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4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

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1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

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Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

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license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

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such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

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of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

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7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

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may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

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resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

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2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity

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directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

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G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

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set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

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C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

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Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

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3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

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the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

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c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

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B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

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and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

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benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

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machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

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5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

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by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

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Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

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c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

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2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

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bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

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15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

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to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

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as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor’s Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology.

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The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(5)	(4)	(4)	(4)	(5)	(5)	(5)	(8)	(6)	(5)	(5)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse occurred in previous month), be calculated chronologically for the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clause.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.02 Remove wording from Paragraph 5.02 A.2 "or otherwise resolve the claim by arbitration or other dispute resolution proceeding."

5.03 *Subsurface and Physical Conditions*

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15** percent of the final Contract Price.

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2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$100,000.00
Bodily injury by disease—aggregate	$500,000.00
Employer's Liability	
Each accident	$100,000.00
Each employee	$100,000.00
Policy limit	$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$500,000.00

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

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a. Such insurance must be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$500,000.00
Products—Completed Operations Aggregate	$100,000.00
Personal and Advertising Injury	$250,000.00
Bodily Injury and Property Damage—Each Occurrence	$500,000.00

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J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	
Each Person	$100,000.00
Each Accident	$500,000.00
Property Damage	
Each Accident	$100,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	**Policy limits of not less than:**
Each Occurrence	$250,000.00
General Aggregate	$500,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**500,000.00** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	$100,000.00
General Aggregate	$100,000.00

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N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	**Policy limits of not less than:**
Each Claim	$500,000.00
Annual Aggregate	$1,000,000.00

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **Monday-Friday 8:00 am to 5:00 pm.**
2. Owner's legal holidays are **Federal recognized holidays**.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.13 *Safety and Protection*

SC-7.13 Insert the following at the end of the last sentence of Paragraph 7.13.F:

"with at least a 48-hour notice."

SC-7.18 Delete the following from Paragraph 7.18.A:

"or arbitration"

ARTICLE 8—OTHER WORK AT THE SITE

8.03 *Legal Relationships*

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SC-8.03 Delete the following from Paragraph 8.03.C:

"or otherwise resolve the claim by arbitration or other dispute resolution proceeding"

ARTICLE 9—OWNER'S RESPONSIBILITIES

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

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b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work

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provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to **5** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **15** percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. A. At any time and without cause, Owner may suspend the Work or any portion thereof by giving written notice to Contractor and Engineer. Contractor shall resume the Work when

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directed to do so by the City. Contractor shall not be entitled to an adjustment in the Contract Price. Contractor may be entitled to an extension of the Contract Times as a result of any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date of resumption of Work. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of suspension of Services. If only a portion of the Work is suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to satisfy milestones, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If Owner determines in its sole discretion that any one or more of the events identified in Paragraph 16.02.A occur, Owner shall have the right, upon written notice, to terminate this Agreement immediately. Owner may enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

E. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds any unpaid balance to Contractor, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under

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any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

This Section is deleted in its entirety.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. Arbitration as a dispute resolution is deleted in its entirety in the Contract Documents and General Conditions. All matters subject to final resolution under this Article shall be filed in a Court of competent jurisdiction in Hidalgo County, Texas.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article and filed by the Owner, the Owner shall be entitled to an award of its reasonable attorneys' fees and costs incurred through the claim and litigation process.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article

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TxDOT:					Federal Highway Administration:	
CSJ #	0921-02-497				CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00002391		CFDA Title	Highway Planning and Construction
Code Chart 64 #	12950					
Project Name	Freddy Gonzalez Hike and Bike Trail				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Edinburg (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Freddy Gonzalez Hike and Bike Trail (Project), and

TxDOT:					Federal Highway Administration:	
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Code Chart 64 #	12950					
Project Name	Freddy Gonzalez Hike and Bike Trail				*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116073 (MO) dated September 29, 2021 awarding funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **06/21/2022**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of the preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications and estimates (PS&E), and construction of a 10-foot wide, concrete shared use path (SUP) approximately 1.9 miles in length along Freddy Gonzalez Drive, from Freddy Gonzalez Drive/Closner Blvd. to the Municipal Park on Raul Longoria Road. The proposed SUP is known as the Freddy Gonzalez Hike & Bike Trail. A location map is shown in Attachment A.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures

TxDOT:					Federal Highway Administration:	
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individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

TxDOT:					Federal Highway Administration:	
CSJ #	0921-02-497				CFDA No.	20.205
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Code Chart 64 #	12950					
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G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with

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access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

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3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

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A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for

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review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

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for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

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Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and

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operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Edinburg ATTN: City Manager 415 W. University Dr. Edinburg, Texas 78541	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: District Engineer
600 West IH 2
Pharr, Texas 78577

All invoicing, payment, and project inquiries must include the following information:

County: Hidalgo
Local Government: City of Edinburg
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Highway or Roadway: Freddy Gonzalez Dr.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

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20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise (“**DBE**”) Program requirements established in 49 CFR Part 26.
B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

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Project Name	Freddy Gonzalez Hike and Bike Trail				*AFA Not Used For Research & Development*	

Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or

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an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by: Kenneth Stewart
F1CDA80FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

7/14/2022
Date

THE LOCAL GOVERNMENT

DocuSigned by: Myra Ayala
740A102D00D840A...
Signature

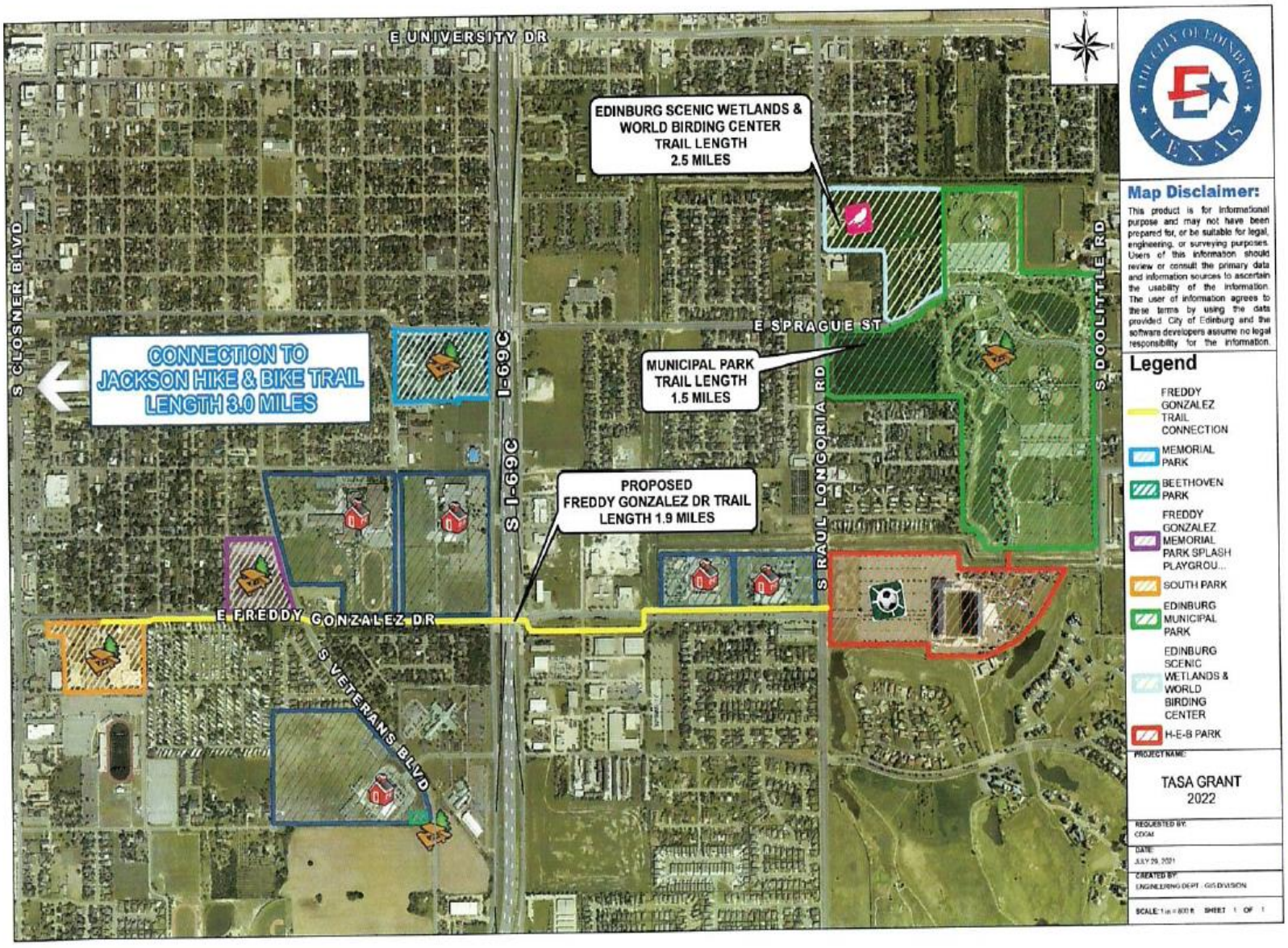
Myra L. Ayala
Typed or Printed Name

City Manager
Typed or Printed Title

7/13/2022
Date

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ATTACHMENT A
PROJECT LOCATION MAP



CSJ #	0921-02-497	Project Name:	Freddy Gonzalez Hike and Bike Trail	AFA ID:	Z00002391

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering (100% Local)		$95,399	0%	$0	0%	$0	100%	$95,399
Environmental Cost (100% Local)		$7,495	0%	$0	0%	$0	100%	$7,495
Construction (Cat. 9)		$874,995	80%	$699,996	18.6%	$162,749	1.4%	$12,250
Construction (local)		$9,955	0%	$0	0%	$0	100%	$9,955
Construction Engineering (Local)		$12,150	0%	$0	0%	$0	100%	$12,150
Work by LG Subtotal		**$999,994**		**$699,996**		**$162,749**		**$137,249**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$	$0	0%	$0	0%	$0	0%	$0
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)								
Work by State Subtotal		**$0**		**$0**		**$0**		**$0**

CSJ #	0921-02-497	Project Name:	Freddy Gonzalez Hike and Bike Trail	AFA ID:	Z00002391

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$8,746	0%	$0	0%	$0	100%	$8,746
Environmental Cost[1]	$6,997	0%	$0	0%	$0	100%	$6,997
Right of Way[1]	$875	0%	$0	0%	$0	100%	$875
Utilities[1]	$875	0%	$0	0%	$0	100%	$875
Construction[2]	$ 26,913	0%	$0	0%	$0	100%	$ 26,913
Direct State Costs Subtotal	$44,405	0%	$0	0%	$0	100%	$44,405
Indirect State Cost	$47,700		$0	100%	$47,700		$0
TOTAL PARTICIPATION	$1,092,099		$699,996		$210,449		$181,654

- The estimated total participation by Local Government is $181,654, plus 100% of overruns.
- Total estimated payment by Local Government to State is $44,405.
- [1]Local Government's first payment of $17,493 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $26,913 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $699,996.

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ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2512

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR A
TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

WHEREAS, on September 29, 2021, via Minute Order 116073, the Texas Transportation Commission authorized the Freddy Gonzalez Hike and Bike Trail project (the "Project) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of Edinburg commits to provide the match. The local match is comprised of cash, plus in-kind contributions, if any; and

WHEREAS, the City of Edinburg is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of Edinburg desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG THAT the City Manager is authorized to enter into an Advance Funding Agreement with TxDOT for this Project.

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 Code Annotated, Government Code § 551.041, on this the 21st day of June 2022.

CITY OF EDINBURG, TEXAS

By: _____
Myra L. Ayala, City Manager

ATTESTED

By: _____
Clarice Y. Baldera, City Secretary

APPROVED AS TO FORM

OMAR OCHOA LAW FIRM, P.C.

BY: _____
City Attorney

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 20, 2026
CONSENT AGENDA

Agenda Item No: 11.G.
Minutes for Approval

1. **Agenda Item:**
Consider Approving the City Council Minutes for the following: 2025 Regular Meetings: November 05, 2025, November 18, 2025, and 2025 Special Meetings: October 21, 2025, and November 12, 2025. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the:City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, "yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council."

Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

Sec. 551.021. Minutes or Recording of Open Meeting Required "(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken."

Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. "The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or the officer's designee."

City Council meeting minutes and recordings are available to the public upon request.

The City Council meeting videos are also available to the public through the city's website at: www.cityofedinburg.com. The minutes are signed by the Mayor and attested by the City Secretary. Minutes are maintained for historical and public purposes.

In accordance to the City's Code of Ordinances, the City Secretary Department prepares and maintains the minutes of all City Council meetings for historical and public purposes.

3. **Staff's Recommendation:**
Approve the City Council Minutes for the following: 2025 Regular Meetings: November 05, 2025, November 18, 2025, and 2025 Special Meetings: October 21, 2025, and November 12, 2025.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:

A. 11052025CCRM Minutes
B. 11182025CCRM Minutes
C. 10212025CCSM Minutes
D. 11122025CCSM Minutes

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
NOVEMBER 05, 2025
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Rabbi Asher Hecht, Chabad RGV.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on October 30, 2025 at 5:45 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

Mayor Pro Tem Jason De Leon stated he would abstain himself from Public Hearing Item E. There were no other conflict of interests presented.

4. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- The Sound of Freedom: An Evening with the US Air Force
  Myra L. Ayala, City Manager stated due to the Government shutdown the US Air Force Band Concert, the Sound of Freedom has been postponed until further notice.

- Veterans Day Parade and Stars, Stripes & Sounds Concert
  Ms. Ayala stated Saturday, November 7, 2025, they would be honoring the Veterans and current service personnel during Edinburg's Annual Veterans Day parade. She said the parade would start at 9:30 a.m. from Robert Flores Stadium traveling north on Closner Blvd. to Kuhn St. Ms. Ayala stated the event is one of the most heartfelt celebrations showcasing Edinburg's pride as a Purple Heart City and Hometown of Heroes. She said they look forward to seeing the community come together to honor and celebrate the Veterans and troops who bravely serve the community. Ms. Ayala stated the City of Edinburg would also host the Stars, Stripes and Sounds Concert on November 8, 2025, from 7:00 p.m. to 11:00 p.m. a free community event celebrating the Veterans and active service members through music at the Edinburg Promenade Park Amphitheater. She said the lineup featured Nashville recording artist Sammy Arriaga, along with Kelo McKane, and local favorite Draft.

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation Recognizing the 2025-2026 Mayor's Youth Advisory Council Members. [Clarice Y. Balderas, City Secretary].

Brandon Alanis, Mayor's Youth Advisory Council (MYAC) Chair stated MYAC was created with the intention of giving the younger generation a voice and ear in local government. It invites new and bright minds to participate learn and engage helping develop leadership skills, confidence and a better understanding of how the city operates. Mr. Alanis stated MYAC has had 3 previous cohorts chaired by the incredible Sabrina Walker Hernandez†, she carried this mantel with passion and her loss continues to be felt across the community. He said the application process for this cohort were sent out to the superintendent and principals across Edinburg inviting high school juniors to apply. As part of the application each student had to submit a 500 word essay sharing their vision for Edinburg 20 years from now, followed by an interview process discussing their visions and what unique prospective they would bring to MYAC. Mr. Alanis stated the fun for this group of great students would begin December where they will have a leadership building session, which will help shape the curriculum they will follow based on their interests. Mr. Alanis presented the 2025-2026 MYAC:

Brittany Cortazar – Robert Vela High School
Evelyn De Leon - Robert Vela High School
Juliana Garza - Robert Vela High School

Jesus Elian Gonzalez – Economedes High School
Aylin Guajardo - Robert Vela High School
Adezeny Hernandez – Economedes High School
Luis Hernandez - Edinburg North High School
Valeria Lozano – Economedes High School
Sofia Luna - Edinburg North High School
Ethan Marchmont - Robert Vela High School
Sheily Mauricio – Vanguard Beethoven
Aubrey Ozuna - Robert Vela High School
Miranda Pequeno - Edinburg North High School
Angel Rodriguez - Robert Vela High School
Michelle Salazar - Robert Vela High School
Arantza Sanchez - Edinburg North High School
Jessica Thomas - STISD World Scholars
Anahi Vega – Economedes High School
Ryan Zuniga – Robert Vela High School

Mayor Ramiro Garza, Jr. congratulated the MYAC, he said they were in for a great initiative, they would be learning a lot about what and how things function in the City. He said the MYAC would bring their ideas on what they would want to see happen in the City of Edinburg and what the City can do to improve from their point of view.

B. Presentation of Proclamation Recognizing November 3-7, 2025 as Municipal Courts Week. [Maribel Velasquez, Court Administrator]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Judge Hector Bustos stated listening to the opening prayer got him fired up about building a foundation and being a leader. He said he has been very fortunate to be a part of many winning teams, former Coach Javier Garza taught him what it was to be a winner and how to lead a pack, more importantly how to build a foundation. He stated his staff is the foundation, they are the ones who make his job look easy. Judge Bustos stated he was a blessed man to work with such valuable people, they give it their all and he has nothing be gratitude for everything they for the City. He thanked all the Municipal Court Staff.

Mayor Ramiro Garza, Jr. thanked Judge Bustos and all the Municipal Court staff for all they do.

C. Presentation of Proclamation Recognizing November 15, 2025 as Arbor Day. [Clarice Y. Balderas, City Secretary].
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Jaime Acevedo, Director of Planning and Zoning Department thanked the Mayor, the Council, and City Management for bringing back the City Forester position back in 2023. He stated Leo Duran is one of only three certified International Society of Arboriculture (ISA) Arborist in the Rio Grande Valley and he has been key part of the Edinburg Development team for the past three years. Mr. Acevedo stated the pastor from Palm

Valley Church called requesting help with some trees. He said it is a privilege to be able to have that bridge with the community. Mr. Acevedo invited everyone to be a part of a 300-tree give away on November 15, 2025, at the McIntyre Promenade where they will also be planting 10 trees.

Mayor Ramiro Garza, Jr. thanked Mr. Acevedo and Mr. Duran for all their work.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the voters have settled who would lead the community, but the greater importance are the propositions that reduce taxes. She said she believes people voted based on who they thought would help them reduce their taxes. Ms. McClaugherty stated if there was a proposition directing the council to reduce taxes it would be greatly supported, but the members of this council has voted to take more money from the people by increasing the water rates, shifting money from Solid Waste to golf courses, only to have to sell bonds to pay for needed repairs. She said the finance process for the City is not rocket science, reduce the tax rate, allowing more small business to create more jobs is the way to create more tax revenue. Ms. McClaugherty stated infrastructure is not the limiting factor to community growth it is the lack of water. She said increasing fees for public services is the same as increasing taxes; they both have a negative impact on growth especially if there is a high concentration of poverty.

Diane Teter: Ms. Teter stated she sees women and minorities doing the business of the City, but she also sees that men occupy every seat on the dais. She said in last year's election there were no women on the ballot, which reflects this is a city of minorities and women are a minority. Ms. Teter stated men continue to dominate leadership while women are relegated to administrative roles. She stated she is proud to be a product of affirmative action Title 9, TEI, diversity, equity and inclusion in public higher education. She said the programs opened door for her and many others. Today those protections are being dismantled by federal rulings, state laws, and political agendas that seek to erase history and silence their voices. Ms. Teter stated the Rio Grande Valley was fortunate to have university and college systems. They serve thousands of students, and many of them are first generation and low income but even in higher education there are troubling signs. There is a quiet removal or underfunding of courses in women studies, gender studies, and even the arts. She said these are dangers in uncertain time's especial in communities of women and minorities and it must be recognized that the country is being reshaped. Ms. Teter asked the Council that they reflect on the type of City they want Edinburg to be, representation matters, curriculum matters, history matters and silence too is a choice.

Myra L. Ayala, City Manager: Ms. Ayala stated to the public that it would be Mayor Ramiro Garza's last regularly scheduled City Council Meeting. She thanked Mayor Garza for his many contributions as a public servant, for his continued support and for all the strides, accolades, and achievements accomplished under Mayor Ramiro Garza Jr.'s leadership.

Mayor Ramiro Garza, Jr. thanked Ms. Ayala.

7. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the Public Hearing open for anyone wishing to speak on items A-E at 6:31 p.m. There being no further comments Mayor Ramiro Garza, Jr. closed the Public Hearing at 6:36 p.m.

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, Lot 7, Block 117, Original Townsite of Edinburg, Located at 521 East Lovett Street, as Requested by Gomez 3 Construction. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

Efrain Gomez stated this is currently a vacant corner lot on Lovett Street and 16th Street, and what is being proposed is a three unit multi-family development. He said they would be contributing to the high demand of affordable housing and the growth to the City of Edinburg.

Mayor Ramiro Garza, Jr. stated they were requesting to rezoning to multifamily residential but most of the surrounding properties are single family.

Mayor Pro Tem Jason De Leon inquired if the area would allow for enough parking spaces. He said the proposed design is beautiful, but has there been any feedback from the surrounding residents.

Mr. Gomez stated the properties immediately surrounding the property are single-family but within two blocks they are multi-family. He said there was enough room for at least six parking spaces. Mr. Gomez stated they have not received any opposing residents.

MOTION: Mayor Pro Tem Jason De Leon to Approve Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, Lot 7, Block 117, Original Townsite of Edinburg, Located at 521 East Lovett Street, as Requested by Gomez 3 Construction.
SECOND: Councilmember David Salazar, Jr.

There was discussion.

Councilmember Daniel "Dan" Diaz stated staff and the Planning and Zoning Commission denied the request. He requested an explanation.

Jaime Acevedo, Director of Planning & Zoning stated they sent out a total of 38 notifications and they did receive an opposition in writing but no one showed up to the meeting in opposition to the request. He said the Planning and Zoning Commission denied it because as the Mayor stated the surrounding properties are primarily single-

family.

Councilmember Gerardo Lozano stated but there are other multi-families in the area.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: Mayor Ramiro Garza, Jr. and Councilmember Daniel "Dan" Diaz
ABSTAIN: None
The motion to Does Not carry.

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, all of Lot 1, Amended Minor Plat of the Links Commercial Subdivision, Located at 801 South Raul Longoria Road, as Requested by AEC Engineering LLC. [Jaime Acevedo, Director of Planning & Zoning]

Carlos Garza, President AEC Engineering, LLC stated this rezoning request is to follow suit with the surrounding areas. He said during the original development the area was zoned neighborhood commercial limiting the space in which they could develop now that the surrounding areas fall under general commercial, they are requesting the rezoning so that they may expand their development.

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, all of Lot 1, Amended Minor Plat of the Links Commercial Subdivision, Located at 801 South Raul Longoria Road, as Requested by AEC Engineering LLC.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 7, Block 244, Original Townsite of Edinburg, Hidalgo County, Texas, Located at 121 S. 21st Avenue, as Requested by Odilia Salinas Reyna. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 7, Block 244, Original Townsite of Edinburg, Hidalgo County, Texas, Located at 121 S. 21st Avenue, as Requested by Odilia Salinas Reyna.
SECOND: Councilmember David Salazar, Jr.

There was discussion.

Councilmember Daniel "Dan" Diaz stated the Planning and Zoning Commission approved the request as presented by staff with the old zoning.

Jaime Acevedo, Director of Planning & Zoning stated the proposed use is for a medical equipment home health type facility and at the time of the review the future land use still had the area as residential but on the east side of 21st Street that was rezoned commercial.

Councilmember Gerardo Lozano stated that lot on the east side of 21st Street is a parking lot for Starlite.

Mayor Ramiro Garza, Jr. stated but there is no other commercial area.

Councilmember Daniel "Dan" Diaz withdrew his motion.

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 7, Block 244, Original Townsite of Edinburg, Hidalgo County, Texas, Located at 121 S. 21st Avenue, as Requested by Odilia Salinas Reyna.
SECOND: Councilmember Gerardo Lozano

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem Jason De Leon, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: Mayor Ramiro Garza, Jr., and Councilmember Daniel "Dan" Diaz,

ABSTAIN: None
The motion to Approve carried.

D. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, 0.135 of One Acre Out of Lot 13, Block C, Amended Map of Edinburg, Volume 1, Page 23, H.C.M.R. City of Edinburg, Hidalgo County, Texas, Located at 221 East Schunior Street, as Requested by Vaquero Ventures. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, 0.135 of One Acre Out of Lot 13, Block C, Amended Map of Edinburg, Volume 1, Page 23, H.C.M.R. City of Edinburg, Hidalgo County, Texas, Located at 221 East Schunior Street, as Requested by Vaquero Ventures as recommended by staff.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

E. Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On Premise Consumption for Alcoholic Beverages for Late Hours, Being Lot 1, Chano's Subdivision, Unit No.2, Located at 208 E. Canton Road, as Requested by Memorial Event Center LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinance Providing for the Special Use Permit for On Premise Consumption for Alcoholic Beverages for Late Hours, Being Lot 1, Chano's Subdivision, Unit No.2, Located at 208 E. Canton Road, as Requested by Memorial Event Center LLC.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: Mayor Pro Tem Jason De Leon
The motion to Approve carried.

8. ORDINANCES

A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII, Traffic Code, Chapter 72, Traffic Schedules, I, Speed Limits, Amending the Speed Limit on North Seminary Road from Monte Cristo Road (FM 1925) to the Northern City of Edinburg City Limit. [Mardoqueo Hinojosa, P.E., C.F.M., City Engineer]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII, Traffic Code, Chapter 72, Traffic Schedules, I, Speed Limits, Amending the Speed Limit on North Seminary Road from Monte Cristo Road (FM 1925) to the Northern City of Edinburg City Limit.
SECOND: Councilmember Gerardo Lozano

Ms. Fern McClaugherty requested an explanation.

Mardoqueo Hinojosa, City Engineer stated this is a 22ft roadway, it does not have a curb and gutter and they run the 85th percentile when it comes to speeds and the recommendation is to go from 30 to 40 miles an hour. He said that is what is being recommended after the three-day assessment.

There was no discussion.

Mayor Ramiro Garza, Jr. stated this rate change is based on a request but how often does staff go around and evaluate the different speed limits or is it just based on requests.

Mr. Hinojosa said it is both by requests or by observation trends. If merited they would put their analyzing tubes and monitor where the 85th percentile lands.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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

MOTION: Councilmember Gerado Lozano to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Replacing Chapter 118 Wrecker and Towing Ordinance.
SECOND: Councilmember Daniel "Dan" Diaz

Fern McClaugherty stated this item had been brought before the Council before and she would like to know what changes were made.

Josephine Ramirez-Solis, City Attorney stated back in September of 2024 they made a complete replacement of Chapter 118 of the Code of Ordinances, which addresses wrecker and towing services in the City. She said some complaints were brought before the Council and those were addressed then. Ms. Ramirez-Solis stated they have brought this back to tweak a few minor changes to the ordinance like the permit fee for the application for non-consenting tows was reduced to $15.00. She said they modified the fee schedule so that it is in compliance with the occupations code and they also ensured that the insurance requirements are compliant with State. Ms. Ramirez-Solis stated the Council also allowed that the Chief of Police contract with the wrecker and towing companies that apply and want to participate in the wrecker rotation list.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

9. VARIANCES

A. Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Division 5.100, Purpose and Application, Sec. 5.102, Applicability Being a 1.09 Acre Tract of Land Out of the North 10 Acres, of the North 15 Acres, of the South 20 Acres of Lot 12, Section 268, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1002 S. Raul Longoria Rd., as Requested by Julio C. Martinez. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Division

5.100, Purpose and Application, Sec. 5.102, Applicability Being a 1.09 Acre Tract of Land Out of the North 10 Acres, of the North 15 Acres, of the South 20 Acres of Lot 12, Section 268, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1002 S. Raul Longoria Rd., as Requested by Julio C. Martinez.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Jaime Acevedo, Director of Planning & Zoning stated the property was just south of the Birding Center, the Wetlands just south of Raul Longoria, he said there are three properties in the area that have gone through this process. Mr. Acevedo stated they want to build a single-family home and the variance request is so that they do not have to go through the subdivision process.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-family Detached Lot and Building Standards, Being a 18.682-Acre Tract of Land Out of Lot 50, 51 and 52, Santa Cruz Ranch Subdivision, According to the Plat or Map Thereof Recorded in Volume Z, Page 161, Hidalgo County Map Records, Located at 4401 La Sienna Parkway, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-family Detached Lot and Building Standards, Being a 18.682-Acre Tract of Land Out of Lot 50, 51 and 52, Santa Cruz Ranch Subdivision, According to the Plat or Map Thereof Recorded in Volume Z, Page 161, Hidalgo County Map Records, Located at 4401 La Sienna Parkway, as Requested by Melden & Hunt, Inc.
SECOND: Mayor Pro Tem Jason De Leon

There was discussion.

Jaime Acevedo, Director of Planning & Zoning stated the variance request is to have a reduced rear setback from 20 to 10ft.

Councilmember Gerardo Lozano inquired if the smaller setback would be a problem for the homes for future development.

Mr. Acevedo stated it is not common to have a 10ft. setback but other cities in the Rio Grande Valley have 10ft. setbacks.

Mayor Ramiro Garza, Jr. called for a vote.
RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.301, Dedication of Improvements. Being 1.917 Acres Out of Lot 13, Subdivision "C" in Texas-Mexican Railway Surveys #241 and #272 in Hidalgo County, Texas, Recorded in Vol. 1, Page 23, of the Map of Records Located at 221 E. Schunior Street, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

There was no action taken.

D. Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, Lot Area and Rear Yard, for the proposed Villas At La Sienna Subdivision, Being a 4.906 Acres Tract of Land Out of Lot 1, La Sienna Development, According to the Plat or Map Thereof Recorded in Volume 53, Page 124, Hidalgo County Map Records, Located at 1891 Burns Boulevard, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, Lot Area and Rear Yard, for the proposed Villas At La Sienna Subdivision, Being a 4.906 Acres Tract of Land Out of Lot 1, La Sienna Development, According to the Plat or Map Thereof Recorded in Volume 53, Page 124, Hidalgo County Map Records, Located at 1891 Burns Boulevard, as Requested by Melden & Hunt, Inc.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None

The motion to Approve carried.

E. Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, for the Proposed Sunset Groves Subdivision, Being a 9.14 Acres Out of Lot 4, Block 8 Santa Cruz Gardens Unit No. 3, According to the Map or Plat in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 4801 N. Doolittle Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, for the Proposed Sunset Groves Subdivision, Being a 9.14 Acres Out of Lot 4, Block 8 Santa Cruz Gardens Unit No. 3, According to the Map or Plat in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 4801 N. Doolittle Road, as Requested by Rio Delta Engineering.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

F. Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, for the Proposed Sunset Groves Phase II Subdivision, Being a 10.09 Acres Tract Being All of Lot 3, Block 8 Santa Cruz Gardens Unit No. 3, According to the Map or Plat in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 4801 N. Doolittle Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

There was no action taken.

10. AWARDING OF BIDS

A. Consider Awarding Bid No. 2025-27, New Tires, Retread, and Flat Repair Services to Southern Tire Mart, LLC for New Tires; Retreads to Southern Tire Mart, LLC; and Flat Repair Services to Oyervides Tire Service, LLC Based on Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember David Salazar, Jr. to Approve Awarding Bid No. 2025-27,

New Tires, Retread, and Flat Repair Services to Southern Tire Mart, LLC for New Tires; Retreads to Southern Tire Mart, LLC; and Flat Repair Services to Oyervides Tire Service, LLC Based on Unit Prices.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion.

Mayor Ramiro Garza Jr. asked if this was for all departments or just Solid Waste Management.

Ramiro L. Gomez, Director of Solid Waste Management stated currently they are only taking care of Fire, Solid Waste Management, and the nonconforming tires.

Mayor Ramiro Garza, Jr. stated he would like for them to centralize them to try to get better pricing.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the City Manager to Enter Into a 60-Month Lease Agreement Between the City of Edinburg and D&M Leasing Company Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 744-24 for the Procurement of Approximately Nine (9) Patrol Units at $2,073.15 Per Unit and One (1) Drone Unit at $2,178.03 Per Unit Per Month. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a 60-Month Lease Agreement Between the City of Edinburg and D&M Leasing Company Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 744-24 for the Procurement of Approximately Nine (9) Patrol Units at $2,073.15 Per Unit and One (1) Drone Unit at $2,178.03 Per Unit Per Month.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion.

Fern McClaugherty would like an explanation or more details on this item.

Jaime Ayala, Chief of Police stated the Council approved a Master Lease Agreement with D&M Leasing months ago and the first fleet of units just went active on the road and this is the second wave under that same lease agreement. Chief Ayala stated the way

the lease works is they order the number of vehicles from the leasing company; they are given the specifications to outfit them, they buy all the equipment and the vehicle is outfitted by a third party and it comes into service with the Police Department under the TML. The City pays a monthly rate and when the vehicle gets close to 100,000 miles, the idea is to turn in that vehicle and put a new lease vehicle on the road. He stated all of the equipment on the vehicle belongs to the Edinburg Police Department so they can repurpose it back into the new vehicle, which would ultimately lower the lease rate. Chief Ayala stated once the vehicle is sold the equity minus their fee comes back to the Police Department and it can be repurposed back into the lease.

Mayor Ramiro Garza, Jr. inquired how many more vehicles need to be replaced.

Chief Jamie Ayala stated they received twelve in the first order, they will be getting ten in current order and it is broken out into nine patrol units and one drone outfitted patrol unit, so the back part of the unit would have compartments for the different drone fleet to be able to deploy easier out on the field.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

11. RESOLUTION

A. Consider the Resolution Denying the Increase Rate Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area. [Josephine Ramirez Solis, City Attorney]

MOTION: Councilmember David Salazar, Jr. to Approve the Resolution Denying the Increase Rate Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area as recommended by staff.
SECOND: Councilmember Gerardo Lozano

There was discussion.

Josephine Ramirez Solis, City Attorney stated Texas Gas Services Company has proposed consistent rate increases but there is a coalition of Cities that are challenging those increases. By virtue of the Resolution the City of Edinburg is letting them know that they are not in favor of the rate increases, they are trying to impose across the board.

Mayor Ramiro Garza, Jr. stated he recalled the City had finalized a rate increase a couple

of years ago.

Josephine Ramirez Solis, City Attorney stated the City has been challenging along the way but they continue submitting them. She said she did get word that the coalition is working on coming to a resolution with the gas company. Ms. Ramirez Solis stated the City needs this Resolution in place in order to establish the City's position.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

12. CONSENT AGENDA

A. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to Valencia Trails Phase I Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to Valencia Trails Phase I Subdivision.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the City Manager to Enter Into a Memorandum of Understanding Between the City of Edinburg and the Region One Education Service Center for the GROW RGV Tree Canopy Project. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager

to Enter Into a Memorandum of Understanding Between the City of Edinburg and the Region One Education Service Center for the GROW RGV Tree Canopy Project.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the City Manager to Renew the Agreement in the Amount of $65,000.00 Between the City of Edinburg and Sixto Garza, Jr., Enterprises LLC DBA Six Shooter Softwash for RFP No. 2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park and City Hall, and Execute Any Documents Related Thereto. [Tomas D. Reyna, Assistant City Manager]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Renew the Agreement in the Amount of $65,000.00 Between the City of Edinburg and Sixto Garza, Jr., Enterprises LLC DBA Six Shooter Softwash for RFP No. 2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park and City Hall, and Execute Any Documents Related Thereto.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Consider the Approval of Change Order No. 1 Reducing the Contract Amount by $57,507.21 with McDonald Municipal & Industrial for Bid No. 2023-19, Installation of a New 750 KW Standby Generator for the Downtown Plant High Service Pumps Project and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Change Order No. 1 Reducing the Contract Amount by $57,507.21 with McDonald Municipal & Industrial for Bid No. 2023-19, Installation of a New 750 KW Standby Generator for the Downtown Plant High Service Pumps Project and Authorize the City Manager to Execute Any Documents Related Thereto.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

E. Consider Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

F. Consider Authorizing the Purchase of Sixty-Seven (67) Dell Devices from Dell Technologies Through Department of Information Resources (DIR), Contract No. TX DIR-TSO-5792, in the Amount of $75,462.68. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of

Sixty-Seven (67) Dell Devices from Dell Technologies Through Department of Information Resources (DIR), Contract No. TX DIR-TSO-5792, in the Amount of $75,462.68.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

G. Consider Approving the City Council Minutes for the following: 2025 Regular Meetings: September 02, 2025, September 16, 2025, October 7, 2025, October 21, 2025, and 2025 Supplemental Regular Meeting: September 02, 2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve the City Council Minutes for the following: 2025 Regular Meetings: September 02, 2025, September 16, 2025, October 7, 2025, October 21, 2025, and 2025 Supplemental Regular Meeting: September 02, 2025.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

13. OTHER BUSINESS:

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

Mayor Ramiro Garza, Jr. stated there will be a meeting next week for canvasing, to order the election.
Clarice Y. Balderas, City Secretary stated the meeting will be held on Wednesday,

November 12, 2025, at 6:00 p.m. at the City Council Chambers.

14. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session at 7:01 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: Mayor Pro Tem Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 8:17 p.m. and stated no action was taken in Executive Session.

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

There was no action taken.

B. Consultation with City Attorney and Possible Action Regarding PFAS Litigation (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager and the City Attorney to submit a claim on behalf of the City of Edinburg.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: Mayor Pro Tem Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Consultation with City Attorney and Possible Action Regarding In Re AEP (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

MOTION: Councilmember Gerardo Lozano to Approve Authorizing City Management and City Attorney to proceed with the City's participation in the Coalition regarding AEP rate adjustment.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: Mayor Pro Tem Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Discussion and Possible Action Regarding Economic Development Agreements- 1.Project 25 2. Project 100 3. Project Boot 4. Project Choo Choo 5. Project Revival 6. Project Sprinkler 7. Office Space 8. Workforce Resource Center (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David Salazar, Jr. to Authorize the Approval and ratification

of the following projects: D3 Project Boot, D5 Project Revival, and D6 Project Sprinkler as discussed in Executive Session.
SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: Mayor Pro Tem Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

E. Discussion and Possible Action Regarding Economic Development Agreements-Consideration of Amendment to Agreement with EDC (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember Gerardo Lozano to Approve Authorizing the approval of an agreement with the EDC on the terms and conditions as discussed in Executive Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: Mayor Pro Tem Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

15. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.
SECOND: Councilmember Gerardo Lozano

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember

David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: Mayor Pro Tem Jason De Leon
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
NOVEMBER 18, 2025
6:00 PM

Mayor Omar Ochoa called the meeting to order at 6:00 p.m.

PRESENT:

Omar Ochoa	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Dr. David Alexander, First Baptist Church.
B. Pledge of Allegiance by Councilmember Daniel "Dan" Diaz.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Omar Ochoa verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on November 12, 2025 at 8:25 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REEPORT

Mayor Omar Ochoa stated he was excited to be Mayor, he stated as a city attorney he attended 109 city council meetings. Mayor Ochoa stated he was not new to the meetings but he was new to the role and he asked the city councilmembers and city staff to have patience as he gets adjusted to the new role. He said for now they will keep many of the historical procedures with City Council but everything is subject to change. Mayor Ochoa stated they would take recommendations and suggestions from the Councilmembers and city staff on how to make the meeting more efficient and more informative to the public.

5. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- 2025 UFO Conference and Festival
  Myra L. Ayala, City Manager stated the City of Edinburg invites the community to the 13th Annual 2025 UFO Conference and Festival. She said the three-day event begins Thursday, November 20th at 6:00 p.m. with a free Open Mic Night hosted by RGV Move On. Residents are invited to share their personal UFO experiences. Ms. Ayala stated Friday, they will have a ticketed presentation of the Ancient Alien's Life Tour, featuring leading experts from the show including famous host Giorgio A. Tsoulalos. She said Saturday, November 22nd from 1:00 p.m. to 5:00 p.m. everyone can come enjoy a free UFO Cosmos panel with UTRGV astronomer Dr. Mario Diaz followed by a special presentation from Harvard astronomer Avi Loeb a leading authority on the Innerstellar 3I/Atlas. Ms. Ayala stated after the presentations the festival opens to the public for family friendly fun including a tin foil hat distribution area, an alien autopsy room, kiddie rides, vendors, and plenty of festival foods.

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].

Javier Garza, Director of Parks and Recreation congratulated and welcomed Mayor Omar Ochoa and Councilmember Daniel "Dan" Diaz. Mr. Garza stated Edinburg Cares was established in 2008 by Master Martino Martinez. It started with giving away one turkey, then in 2009, they gave away three turkeys. In 2010, it was eight turkeys and then they partnered with the Edinburg CISD and it exploded to 50 turkeys, 200 turkeys 500 and as of 2021 they have been donating 1000 turkeys with 1000 food baskets. Mr. Garza, thanked partners HEB for being part of the event and many other City events. He thanked Edinburg CISD for the key roll they play in this event. Mr. Garza invited everyone to join them for the distribution on Saturday, November 22nd at 8:30 a.m. Mr. Garza went on to present Edinburg CISD Dr. Mario Salinas and Dr. Garza and Amanda Arellano and the HEB partners a Championship belt because they are true champions to the community.

Martin Martinez stated he was a fulltime City of Edinburg employee, he retired and was rehired, he is now a part time employee. He said he's witnessed 14 years of progress and what the community is all about. Mr. Martinez stated this event defines what the community stands for "Unity" we do not look away from the people in need, instead, we come together and feed the needy.

Mayor Omar Ochoa thanked the Parks and Recreation Department, the Edinburg CISD, and HEB he said this community event is a wonderful tradition. He thanked all the staff, everyone who participates, and volunteers to make it happen.

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]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Ms. Noelyn, Children's Bereavement Center Rio Grande Valley thanked the Council for the recognition of Children's Grief Awareness, she said the City's support shines a light on an issue that often goes unseen. Ms. Noelyn stated in the Rio Grande Valley many children are growing up after the loss of a parent or sibling. She said those children do not only face grief, they are also navigating challenges like limited access to care and financial hardship. She stated at the Bereavement Center their mission is simple, "To make sure no child has to grieve alone". Ms. Noelyn stated they provide free counseling, peer support groups, and resources for caregivers so that every child and family can find hope and healing no matter their circumstance. She invited everyone to their annual candlelight vigil on Thursday, November 20, 2025, at 6:00 p.m. at both the Harlingen and McAllen locations. Ms. Noelyn stated it is a meaningful evening to honor grieving children and families and remind them that they are not alone, that the community stands with them.

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

Councilmember Daniel "Dan" Diaz stated this proclamation was presented to this ER nurse, and paramedic at South Texas Health System, who works at the Edinburg ER. He said he is a former paramedic whom he met while working in EMS and this is a huge thing. Councilmember Diaz stated in the ER they are busy saving lives so it is hard to do all the little extra things therefore it is very hard to get recognized in the ER. Councilmember Diaz thanked Mr. Hinojosa for being a great example of a paramedic and an ER nurse.

Javen Hinojosa, thanked the Council for the recognition, he said he has been at the Edinburg ER for the past five years where he goes in and does his job, never thinking of any sort of recognition. He said he loves working with his team and the system that he works with and hopes in the next few years to be working as an ER nurse practitioner and continue caring for the community he has grown up in.

Mayor Omar Ochoa congratulated Mr. Hinojosa on his National recognition shinning a bright light on the City of Edinburg and said all of Mr. Hinojosa's work is really appreciated.

7. PUBLIC COMMENTS

Maria Kanto: Ms. Kanto stated she owns homes in a couple of subdivisions and over the last six month she has been forced to defend these subdivisions from the city employees who are supposed to protect them. Ms. Kanto stated she has had four meetings with top officials where she has delivered over 100 photos documenting the intense traffic and disruption caused by an illegal beauty salon, a commercial business being operated in a small residential area. She said the neighbors were never informed of any changes and the beauty salon is still operating yet she was notified of a yard sign violation on her behalf. Ms. Kanto stated she has sent certified letters to the Mayor, City Management, Planning and Zoning, and Code Enforcement Department but tonight she is present to point out the responsible party. She said the Planning and Zoning Department is approving permits that are prohibited by the UDC, the Code Enforcement is not doing their job, and the supervising authority for both departments has allowed them to disobey and disregard the ordinances that protect the subdivisions. Ms. Kanto stated the UDC is in place to help preserve neighborhoods and its integrity but the current leadership has done the opposite. She said businesses continue to operate illegally variances are being granted without notifying neighbors, even when the UDC requires mailed notices to the neighbors. Ms. Kanto stated carports are popping up of all materials and colors in the front area of homes which is a violation of the UDC.

Diane Teter: Ms. Teter stated water is life; therefore, the improvement of the water clarifier at the downtown water plant is such an important step for the future of Edinburg. She said a clarifier is the backbone of a water treatment process. They remove solids and ensure the water that reaches homes and businesses is safe, reliable and compliant with state standards. Ms. Teter stated she recognizes the importance of the City's decision to gradually increase water rates over a period of years to provide the revenue needed to maintain and upgrade the water infrastructure, so that projects could move forward. She said Edinburg is not the only city making difficult choices on water rate increases the City of McAllen recently approved a $14 monthly increase to their water and sewer service rates effective October 2025. The City of Mission has added multi-year surcharges to strengthen their system. Ms. Teter stated these actions show that cities across the Rio Grande Valley are facing the same reality water scarcity requires investment and investment requires revenue. She said the Rio Grande Valley is in droughty conditions and the majority of public water comes from the Rio Grande River. As water levels from Falcon and Amistad remain dangerously low, every gallon of clean water produced and conserved matters more than ever and that is why the new Edinburg water tower is important, by adding one million gallons of storage capacity, it stabilizes water pressure, reduces waste from leaks and ensures the conserved water is delivered efficiently to the residents.

8. PUBLIC HEARINGS

Mayor Omar Ochoa declared the Public Hearing open for anyone wishing to speak at 6:25 p.m.

Gerardo Ordonez stated they were requesting the rezoning so they could build their family home.

There being no further comments Mayor Omar Ochoa closed the Public Hearing at 6:27 p.m.

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 & Estephanie Ordonez. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve 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 & Estephanie Ordonez.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Gerardo Lozano to 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.
SECOND: Councilmember David Salazar, Jr.
There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Councilmember Daniel "Dan" Diaz to 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]
MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Casting all the Votes for Richard A. Garza to the Hidalgo County Appraisal District's Board of Directors for 2026-2029.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Mayor Omar Ochoa to Approve Resolution Appointing Mayor Omar Ochoa as Designated Member, Councilmember Daniel "Dan" Diaz as a Designated Alternate Board Member and Assistant City Manager Tomas Reyna as a Proxy (ies) to the Rio Grande Valley Metropolitan Organization (RGV-MPO) Transportation Policy Committee (TPC).
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

12. CONSENT AGENDA

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]

MOTION: Mayor Pro Tem Jason De Leon to 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.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Mayor Pro Tem Jason De Leon to 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.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Mayor Pro Tem Jason De Leon to 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.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Mayor Pro Tem Jason De Leon to 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.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None

NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Mayor Pro Tem Jason De Leon to 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.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

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]

MOTION: Mayor Pro Tem Jason De Leon to Approve 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.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None

NAYS: None
ABSTAIN: None
The motion to Approve carried.

13. OTHER BUSINESS:

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

14. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session at 6:32 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.
SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Omar Ochoa called for a vote.

RECORD OF VOTE:
AYES: Mayor Omar Ochoa, Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Omar Ochoa Reconvened into Open Session and stated no action was taken in

Executive Session at 8:04 p.m.

A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

B. Consultation with City Attorney and Possible Action regarding City Ordinances. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

C. Discussion and Possible Action Regarding Economic Development Matters. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

15. ADJOURNMENT

There being nothing further to discuss Mayor Omar Ochoa Adjourned the meeting.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
OCOTOBER 21, 2025
5:30 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 5:30 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on October 15, 2025 at 5:45 p.m.

Mayor Ramiro Garza, Jr. stated although this meeting is a presentation of a recognition for himself in order to comply with state laws, they must commence the meeting in accordance to state laws.

3. PRESENTATION RECOGNIZING MAYOR RAMIRO GARZA, JR. FOR HIS DEDICATION AND YEARS OF PUBLIC SERVICE TO THE CITY OF EDINBURG.

Roxanne Lerma, Director of Communications & Media, welcomed everyone to celebrate Mayor Ramiro Garza, Jr. since he will soon be stepping away from his position as leader of the four time All America City. She stated during his time in office Mayor Garza led with vision, integrity, and genuine love for the community. Ms. Lerma said from the 2040 Committees to All America City, Mayor Garza has had his hand on so many projects and tonight they express their heart felt gratitude for his years of dedication and leadership to the City of Edinburg. Ms. Lerma invited everyone to watch a small tribute highlighting a few of Mayor Ramiro Garza, Jr.'s most memorable moments, his achievements and the big impact he has made on the City.

Mayor Ramiro Garza, Jr. stated he was informed that he would have to call a special meeting to order at 5:30 p.m. and he said how did he not know of a meeting he had to call to order. He thanked everyone and said he was not expecting this recognition. Mayor Garza, Jr. stated when he decided to run he had a discussion with his family of his coming back and serving at a different capacity. He said he was not born or raised here but he has loved this City since he moved here over 25 years ago and he was welcomed and embraced as if he was from here and this is his home. He stated even his children say they are from Edinburg. Mayor Garza, stated he had served as the EEDC Director, and City Manager but he felt he still had something in him to give back and thanks to the community and the support from many people he was able to serve in this role. He stated earlier in the year he got his diagnosis and it was a big shock to him and his family and it really changed their whole perspective and he felt it is time to focus on himself and his family. In January he announced he would finish his term and do it as best as he could and as long as he felt fine, he would be out there supporting everything he could in the community. Mayor Ramiro Garza, Jr. thanked his family, because he would not do everything, he does without them, he stated his serving is a family affair it takes a whole support system and they have been right there with him. He said whatever recognition he gets he shares it with them because they each play a role in his service. He stated every Sunday they would sit and work out the details on how they would attend the City events and all the family events too. Mayor Ramiro Garza, Jr. thanked God for giving him the opportunity to serve, and for helping get through the treatment and so far, everything is going very well. He thanked all the supporters in the community. He said present tonight is former Mayor Joe Ochoa whom was the mayor when he joined the City of Edinburg as the EEDC Director, he took the opportunity to thank him for having the confidence in him and hiring him in 2000. He thanked Richard Garcia who became mayor after and decided to keep Mr. Garza on. Mayor Joe Ochoa came back and Mayor Garza served many years with both of them, it has been a great ride and he has taken a bit of their leadership and applied to what he does. Mayor Garza stated he was the City Manager in 2012 when he first had the opportunity to work with State Representative Terry Canales and they have worked well together since. He thanked Commissioner Eli Torres for her presence, her support and always working well together, he stated no one can do it alone it takes partnerships. Mayor Ramiro Garza, Jr. thanked the City family, the city employees, he said the elected officials get the recognition but the 1200 strong employees work really hard every day it is not an easy job because every time a citizen gets in contact with them it is never a good situation they are needing help. Mayor Garza stated his vote is just one and as equal as that of every councilmember, he said they are a great team and they do not agree on everything but it is okay and work together to do the best that they can for the City. He thanked everyone for the recognition and he stated he will still be around, he will continue to live here, he plans to continue being involved he will just spend more time with his family and his business.

Mrs. Maria Garza, thanked everyone that was present and everyone that supported Mayor Garza, Jr. throughout his four years as Mayor and she said she was very proud of him for always trying to help out. She stated even when he was home, he was always on his phone because he is always 200% about the City.

Councilmember Daniel “Dan” Diaz thanked Mayor Ramiro Garza, Jr. and stated it was a bittersweet moment because being in office with someone like Mayor Garza has made it all worthwhile, with his background, and his leadership. He stated when he got the call that Mayor Ramiro Garza, Jr. was running for office he informed he too was running for councilmember, he was excited because he said the person running for Mayor had to be someone who knows city government, has the background, and can do the job correctly. He said having Mayor Ramiro Garza, Jr. here with all the roles has made everything so much easier with his advice, and steadfastness. Councilmember Diaz, stated Mayor Garza always opens for motions from the councilmembers and that does not happen in all councils. Councilmember Diaz thanked Mayor Ramiro Garza, Jr. and his family for everything

they have contributed.

Councilmember David Salazar, Jr. stated it has been an honor and a privilege to serve with Mayor Ramiro Garza, Jr. he stated his leadership, his expertise, and what most stands out is his ethical background and being transparent. Councilmember David Salazar, Jr. said again it truly was an honor and a privilege to work with Mayor Garza along with a great council.

Mayor Pro Tem Jason De Leon thanked Mayor Ramiro Garza, Jr. for always giving so much to the community. He stated one thing he say is how professional Mayor Garza is and how much he analyzes things, he said he calls the Executive
Session Room the situation room because a lot of things happen back there and Mayor Garza is always analyzing everything like a computer. Mayor Pro Tem De Leon stated he has learned so much and he considers Mayor Garza a mentor that has made him a better man and a better person.

Councilmember Gerardo Lozano stated he has been on the council the shortest amount of time, but he thanked Mayor Ramiro Garza, Jr. for everything he does for the City. He stated when he came on board Mayor Garza pulled him aside they had lunch together and Mayor Garza gave him a break down of how everything was and how he liked to run meetings and how everyone was like a family. Councilmember Lozano stated he really appreciated he was welcomed with open arms.

State Representative Terry Canales stated just like the Mayor he too was only informed of this recognition a little late so the flag was actually drive down from Austin that day. He stated the flag was flown over the Capital in honor of Mayor Ramiro Garza, Jr. He stated when Mayor Ramiro Garza, Jr. announced he was running the City of Edinburg was making headlines for the wrong reasons and with his election and his inauguration Mayor Ramiro Garza, Jr. led the City out of some dark moments and his steady hand and steady leadership will never be forgotten. Representative Canales stated Mayor Ramiro Garza, Jr. embodies what he looks for when he votes for someone which is honesty and integrity and he would like for everyone to know that Mayor Ramiro Garza, Jr. is not done. He stated he does not know what Mayor Garza's next step is but public service is his calling because he is a hell of a public servant.

Ms. Roxanne Lerma invited everyone to join the Mayor and Council for some refreshments.

4. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.
SECOND: Mayor Pro Tem Jason De Leon

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT:
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
NOVEMBER 12, 2025
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:04 p.m.

PRESENT:

Mayor Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on November 05, 2025 at 5:25 p.m.

3. PUBLIC COMMENTS

There were no public comments.

4. ELECTION

A. Canvass the Returns and Declare the Results of the City of Edinburg Municipal General Election Held on November 04, 2025. [Clarice Y. Balderas, City Secretary]

Mayor Ramiro Garza, Jr. read the official canvass of election returns for November 4, 2025 aloud.

MAYOR

OMAR OCHOA	7,444	62.00%
RICHARD MOLINA	3,495	29.11%
JOHNNY GARCIA	939	7.82%
JONATHAN SALINAS	129	1.07%
CAST VOTES	**12,007**	**100.00%**
UNDERVOTES	**85**	
OVERVOTES	**0**	

COUNCILMEMBER- PLACE ONE

DANIEL "DAN" DIAZ	7,106	62.72%
ISMAEL "SMILEY" MARTINEZ	4,223	37.28%
CAST VOTES	**11,329**	**100.00%**
UNDERVOTES	**763**	
OVERVOTES	**0**	

COUNCILMEMBER- PLACE TWO

JASON DE LEON	4,800	42.85%
MOISES SEGOVIA	4,203	37.52%
EDDIE BADILLO	2,200	19.64%
CAST VOTES	**11,203**	**100.00%**
UNDERVOTES	**889**	
OVERVOTES	**0**	

MOTION: Councilmember Gerardo Lozano to Approve the Canvassing Returns.
SECOND: Councilmember David Salazar, Jr.

There was no discussion

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Resolution Canvassing the Returns and Declaring the Results of the City of Edinburg Municipal General Election Held on November 04, 2025 for Mayor,

Councilmember Place One, and Councilmember Place Two. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary stated the following certificate of election certifies Daniel "Dan" Diaz has been duly elected Councilmember Place 1 of the City of Edinburg, Texas.

Mayor Ramiro Garza, Jr. presented Councilmember Daniel "Dan" Diaz with the Certificate recognizing him as the duly elected Councilmember Place 1 of the City of Edinburg, Texas.

Clarice Y. Balderas, City Secretary stated the following certificate of election certifies Omar Ochoa has been duly elected Mayor of the City of Edinburg, Texas.

Mayor Ramiro Garza, Jr. presented Omar Ochoa with the Certificate recognizing him as the duly elected Mayor of the City of Edinburg, Texas.

Mayor Ramiro Garza, Jr. presented Omar Ochoa with a gavel.

MOTION: Councilmember Gerardo Lozano to Approve Resolution Canvassing the Returns and Declaring the Results of the City of Edinburg Municipal General Election Held on November 04, 2025 for Mayor, Councilmember Place One, and Councilmember Place Two.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

C. Present Certification of Runoff Candidates Certifying the Names of the Runoff Candidates to be Placed on the Runoff Ballot for the City of Edinburg Municipal Runoff Election to be Held on December 13, 2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve the Certification of Runoff Candidates Certifying the Names of the Runoff Candidates to be Placed on the Runoff Ballot for the City of Edinburg Municipal Runoff Election to be Held on December 13, 2025.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

D. Consider Order of a Municipal Runoff Election to be Held December 13, 2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Order of a Municipal Runoff Election to be Held December 13, 2025.
SECOND: Councilmember Gerardo Lozano

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Clarice Y. Balderas, City Secretary announced that for the Runoff Election the same polling locations, for early voting being the Annex building, UTRGV, and the Edinburg Parks and Recreation and for Election Day again the Annex building, UTRGV, the Edinburg Parks and Recreation and Canterbury Elementary.

Clarice Y. Balderas, City Secretary stated for the record the order of names for the Runoff Election are:

Jason De Leon
Moises Segovia

5. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.

SECOND: Mayor Pro Tem Jason De Leon

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano
ABSENT: None
NAYS: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____