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
FEBRUARY 3, 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. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing the UTRGV Vaqueros Football Team for Their Inaugural 2025 Season. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing the Legacy of Coach David Chavana†. [Clarice Y. Balderas, City Secretary]

C. Presentation of Proclamation Recognizing the Edinburg Youth Cheer Team, 2026 NCA High School National Champions in the 12Y division. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

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

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

7. PUBLIC HEARINGS

A. Hold Public Hearing and Consider Approval of Substantial Amendment No. 1 to the Grant

Agreement for the Texas General Land Office Community Development Block Grant-Disaster Recovery Program, Chapin Pumps Rehabilitation Drainage Improvements Project, No. 23-152-007-E179. [Claudia L. Farias, Director of Grants Administration]

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Industrial Uses and the Rezoning Request from Suburban, Residential (RS) District to Industrial, General (IG) District, Being 22.44 Acres, More or Less, Being the Residue of "Original" Lot 11, Block 48 of "Amended Map of Subdivision of Santa Cruz Gardens Unit No. 2", Located at 500 W. Ingle Road, as Requested by Nustar Logistics, L.P. [Jaime Acevedo, Director of Planning & Zoning]

C. 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 Residential, Primary (RP) District to Commercial, General (CG) District, Lot 13, of Merrill Subdivision, a Subdivision in Hidalgo County, According to the Map or Plat Thereof Recorded in Volume 16, Page 2 of the Map Records of Hidalgo County, Texas, Save and Except the North 179.00 Feet of Lot 13 as Being Further Described in the Eulogio Diaz Subdivision, According to the Map or Plat Thereof Recorded in Volume 36, Page 129, Map Records of Hidalgo County, Texas, Save and Except a 0.098 Acre Tract of Land as Set Forth in a Deed Conveyed to State of Texas, in Document Number 1308177, Official Public Records, Hidalgo County Texas, Located at 2921 E. Monte Cristo Road, as Requested by Countryside Realty Investments LLC. [Jaime Acevedo, Director of Planning & Zoning]

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Agriculture & Open Space (AO) District, Being Four Tracts of Land, Being all of Lot 12, Monte Cristo Heights, Located at 1008 Monte Cristo Heights Road, as Requested by Erica Nava. [Jaime Acevedo, Director of Planning & Zoning]

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being Lot 12, Villa Del Sol Subdivision, Located at 1021 Sundance Drive, as Requested by Daniel Ramos. [Jaime Acevedo, Director of Planning & Zoning]

F. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-Family (RM) District to Residential,Primary (RP) District, Being a Tract of Land Containing 21.575 Acres Out of Lots 21 and 25 East Retama Subdivision, Located at 4220 N. Seminary Road, as Requested by Melden and Hunt Inc. [Jaime Acevedo, Director of Planning & Zoning]

8. VARIANCES

A. Consider Variance Request to the City's Unified Development Code, Article 3,Section 3.102-B.3. Table 3.102-1, Single-Family Detached Lots and Building Standard for Rear Yard Setback, and Article 5, Section 5.206-A. Blocks, for Sapphire at La Sienna Phase II Subdivision, Being a Subdivision of 16.701 Acres Out of Lots 50, 51, and 52, Santa Cruz Ranch Subdivision, According to the Plat Thereof Recorded in Volume Z, Page 161, Hidalgo County Map Records, Located at 4498 La Sienna Pkwy, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Variance Request to the City's Unified Development Code, Article 3, Section 3.102 Lot and Design Standards, Table 3.102-1, Single-Family Detached Lot and Building Standards, Rear Yard Setbacks and Article 5, Subdivision Standards, Sec. 5.206. Blocks, Block Length, for Sapphire at La

Sienna Phase III Subdivision, Being a 12.364 Acres Tract of Land, Out of Lots 51 and 52, Santa Cruz Ranch Subdivision, Volume Z, Page 161, Hidalgo County Map Records, City of Edinburg, Hidalgo County, Texas, Located at 4498 La Sienna Parkway, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

C. Consider Variance Request to the City's Unified Development Code, Article 3, Section 3.202, Table 3.202-1, Minimum Lot Area and Lot Width, for King's Landing Subdivision, Being a 17.274 Acre Tract of Land Out of Lots 49, 50, and 51, Lehigh Plaza Subdivision, Hidalgo County, Texas, and According to Special Warranty Deed Recorded Under County Clerk's Document Number 3555596, Official Hidalgo County Map Records, Located at 2700 W. Wisconsin Road, as Requested by Quintanilla, Headley & Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

D. Consider Variance Requests to the City's Unified Development Code, Article 3, Section3.102-B.3. Table 3.102-1, Single-Family Detached Lots and Building Standards, for Minimum Lot Area,Lot Width, Side Yard Setbacks, and Table Note to Table 3.102-1 (RM3), Article 5, Section 5.203-A.Table 5.203-1, Right-Of-Way Widths and Article 4, Section 4.204-A. Table 4.204-1 Development Standards for Bufferyard Requirement for the Elms Subdivision, Being a 5.818-Acre Tract of Land, Out of Lot 59, Kelly Pharr Subdivision, Hidalgo County, Texas, Volume 3, Page 133-134 Hidalgo County Map of Records Located at 1000 W. Alberta Road, as Requested by, Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

E. Consider Variance Request to the City's Unified Development Code, Article 3,Section 3.202, Table 3.202-1, Nonresidential and Mixed-Use Lot Standards, for Garco Industrial Ranches Subdivision, Being a 5.87 Acre Tract of Land Out of Lots 1, 2 and 4, Block 49, Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas, According to the Map or Plat recorded in Volume 8, Pages 28 & 29, Map Records, Hidalgo County, Texas, and According to Correction Warranty Deed Recorded Under County Clerk's Document Number 1738805, Official Records, Hidalgo County, Texas, Located at 104 Constitution Drive, as Requested by Quintanilla, Headley and Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

9. PETITION

A. Consider the Petition Providing for the Voluntary Annexation of a 0.918 Acre Parcel Out of Lot 6, Block 1, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas, Located at 1099 E. FM 2812, as Requested by Box Family Limited Partnership, LTD. [Jaime Acevedo, Director of Planning & Zoning]

10. CONTRACTUALS

A. Consider Authorizing the City Manager to Renew a Master Service Agreement and Small Government Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI) for Licenses on Geographic Information System (GIS) City Wide as a Sole Source Item for an Amount Not to Exceed $268,200.00. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

B. Consider Awarding Bid No. 2026-02, Brennaaleen Cedar Detention Pond Project Phase III to 2GS, LLC for an Amount Not to Exceed $216,162.00 through the Community Development Block Grant No. B-24-MC-48-0503 and Authorize the City Manager to Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

11. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And

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

A. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto. [Daniel Vera, Director of Information Technology].

B. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor under the Fiscal Year 2027 Peace Officer Mental Health Grant Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

C. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 General Victim Assistance Grant Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police].

D. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Project Safe Neighborhoods Grant Program and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police].

E. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Criminal Justice Grant Program, and to Execute all Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

F. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Violence Against Women Justice and Training Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

G. Consider Authorizing the Purchase and Installation of One Backwash Pump from Austin Armature Works, L.P., Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 770-25 in the Amount Not to Exceed $57,168.80. [Gerardo Carmona Jr., P.E., Director of Utilities]

H. Consider Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division for Infrastructure Improvements Totaling $10,526,316 for South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]

I. Consider Authorizing the Purchase of a Generac TX Series Automatic Transfer Switch from BuyBoard Purchasing Cooperative-listed Vendor Waukesha Pearce Industries in the Amount of $54,537.00 to Replace Irreparable Unit for Airport Hangar 4. [Eddie Velarde, Director of Aviation]

J. Consider Authorizing the Disposition of Approximately 60 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

12. OTHER BUSINESS

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

B. Consider Canceling or Rescheduling the Tuesday, February 17, 2026 City Council Regular Meeting. [Clarice Y. Balderas, City Secretary]

13. EXECUTIVE SESSION

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

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

B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)

C. Discussion and Possible Action Regarding Economic Development Matters - 1. Project Happy Gilmore. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; 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.)

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 28, 2026 at 5:20 p.m.

By: /s/ Maria E. Ortiz for
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: February 3, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
Proclamation: UTRGV Vaqueros Football Team

1. **Agenda Item:**
Presentation of Proclamation Recognizing the UTRGV Vaqueros Football Team for Their Inaugural 2025 Season. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The UTRGV Vaqueros football team kicked off their inaugural 2025 season competing in the Southland Conference (SLC), within the NCAA Division I Football Championship Subdivision (FCS), and quickly built a strong local following. They had exciting home game experiences, featured tailgating, pep rallies, and was broadcast on ESPN+. The program averaged 12,539 fans per game, ranking 16th best in the FCS for average attendance.

Under the leadership of President Dr. Guy Bailey, Senior Vice President and Director of Athletics Chasse Conque, and Head Coach Travis Bush, the Vaqueros Football Team achieved the most successful debut for a startup FCS program in history.

UTRGV's first-ever football season marked a new chapter for South Texas. This season represented opportunity, growth, community support, and the beginning of a tradition that brought students, families, alumni, and residents from across the Valley to witness this historic moment.

The Edinburg City Council would like to congratulate the University of Texas Rio Grande Valley for the success of the Vaqueros Football Program in their inaugural season.

3. **Staff's Recommendation:**
Present Proclamation Recognizing the UTRGV Vaqueros Football Team's 2025 season.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. URTGV Vaqueros Football

PROCLAMATION

UTRGV VAQUEROS FOOTBALL

WHEREAS, The UTRGV Vaqueros football team kicked off their inaugural 2025 season competing in the Southland Conference (SLC), within the NCAA Division I Football Championship Subdivision (FCS); and,

WHEREAS, The Vaqueros football team quickly built a strong local following, with exciting home game experiences, feature tailgating, pep rallies, and can be watched on ESPN+. The program averaged 12,539 fans per game, ranking 16th best in the FCS for average attendance; and,

WHEREAS, under the leadership of Head Coach Travis Bush, the Vaqueros achieved the most successful debut for a startup FCS program in history: Overall Record: 9–3, Home Record: 7–0 undefeated at home (Robert & Janet Vackar Stadium in Edinburg, Tx.), Conference Play: 5–3 in the Southland Conference, a notable achievement for the first new FCS program to start from scratch in years; and,

WHEREAS, the entire team was instrumental to the historic 2025 inaugural season, with key contributions on both offense and defense, UTRGV ranked 6th in the FCS for scoring, averaging 39.6 points per game and led the nation in fewest fumbles lost, losing only one (a muffed punt) the entire season; and,

WHEREAS, the program's first year achieved great success including multiple players earning All-Southland Conference honors; senior quarterback Eddie Lee Marburger, was named Southland Conference Newcomer of the Year; wide receiver Tony Diaz, was named Freshman of the Year; offensive lineman Nick Hughes, and punter Nathaniel Wallace-Dilling are all-conference second team offense selections, and junior defensive end Ian Box is an all-conference second team defense selection. The seven honors are the fourth most of any team in the conference; and,

WHEREAS, UTRGV's first-ever football season marked a new chapter for South Texas this season represented opportunity, growth, community support and the beginning of a tradition that brought students, families, alumni, and residents from across the Valley to witness a historic moment and the birth of a new tradition; and,

WHEREAS, the Edinburg City Council would like to congratulate Chasse Conque, Senior Vice President and Director of Athletics, Head Coach Travis Bush, and the Vaqueros Football Team for their exemplary inaugural season.

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

UTRGV VAQUEROS FOOTBALL

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 3rd day of February, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Proclamation: Coach David Chavana

1. **Agenda Item:**
Presentation of Proclamation Recognizing the Legacy of Coach David Chavana†. [Clarice Y. Balderas, City Secretary]

2. **Description:**
In 1982, Coach Chavana† advocated to the Edinburg Parks and Recreation Department to create a community competitive race in his hometown. In the fall of that year, Coach Chavana†, along with former Parks and Recreation Director Frank Garza and local attorney Mick Sawyer, began the development of a 6.2-mile race. The first All-America City 10K race was held in February 1983 with 253 participants. Now known as the David Chavana All America City 10K race has grown to approximately 10,000 participants annually.

Beyond the race, Coach Chavana† was a dedicated educator at Edinburg North High School who made a lasting impact on so many.

The Edinburg City Council would like to recognize Coach David Chavana†, an icon whose life and leadership impacted generations of students, staff, and community members. His legacy of promoting health, service, and community spirit will continue to inspire the Edinburg community.

3. **Staff's Recommendation:**
Present a Proclamation Recognizing the legacy of Coach David Chavana†.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Coach David Chavana

PROCLAMATION

COACH DAVID CHAVANA†

WHEREAS, on September 23, 1952, Coach David Chavana† was born in Edinburg to Jesus & Lydia Chavana. Coach Chavana† lived in Edinburg his entire life. In high school he played baseball and graduated from Edinburg High School Class of 1971; and,

WHEREAS, Coach Chavana† married Gracie Chavana and had two sons; Vito Chavana and Noah Chavana; and one grandson; Trey Chavana, At the age of 24, David began running as a way to improve his health and lose weight, he ran several marathons in New York, Houston, Austin and San Antonio and began questioning why races of this caliber were not being held in Edinburg; and,

WHEREAS, in 1982, Coach Chavana† began working with the Edinburg Parks and Recreation Department in Edinburg, he decided he wanted to begin a race in his hometown. In the fall of that year, Coach Chavana† along with Frank Garza, the former parks and recreation director, and local attorney Mick Sawyer began the development of the 6.2-mile race, the first All-America City 10K race was run in February 1983 with 253 participants; and,

WHEREAS, that same year, Coach Chavana† became an educator in the Edinburg school district. As the years continued, he learned to sway back and forth from being a full-time educator to also being race director; and,

WHEREAS, in April of 1998, Coach David Chavana† was appointed to the All-America-10K Advisory Board, his unwavering service led to his appointment as a tenured member on April 5, 2022; and,

WHEREAS, in 2002, a fun run was created for younger children because Coach Chavana† and members of the planning committee noticed that the children couldn't keep up with the adults. Chavana said the Edinburg 10K was all about family and the Miracle Mile was added the race is for those with special needs, wheelchairs or walkers; and,

WHEREAS, in 2012, he decided to retire as race director to focus on family but stated The Edinburg 10K will always be part of me, was the heart of that event, always there at the finish line to congratulate runners and encourage the next generation; and,

WHEREAS, on November 8, 2018, in honor of Coach Chavana†'s dedication the Edinburg City Council approved a Resolution renaming the Edinburg All-America City 10K to the Edinburg All-America City David Chavana 10k Run/Walk; and,

WHEREAS, on December 27, 2025, Coach David Chavana† passed away at the age of 73. The community mourns the loss of an icon a true legend; and,

WHEREAS, beyond the race, as a dedicated educator at Edinburg North High School, "Forever a Cougar" he made a lasting impact on so many. An icon whose life and leadership touched generations of students, staff, and community members, his legacy of health, service, and community spirit will continue to inspire us.

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

COACH DAVID CHAVANA†

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 3rd day of February, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.C.
Proclamation- Edinburg Youth Cheer Team

1. **Agenda Item:**
   Presentation of Proclamation Recognizing the Edinburg Youth Cheer Team, 2026 NCA High School National Champions in the 12Y division. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   The Edinburg Youth Team for winning the NCA National Championship in the 12Y division. The first youth team in the City of Edinburg to receive this accolade.

   The Edinburg City Council would like to recognize the dedication and achievements of the Edinburg Yourth Cheer Team and wish them success in their future endeavors.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing the Edinburg Youth Cheer Team, 2026 NCA High School National Champions in the 12Y division.

Reviewed by:

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
PUBLIC HEARINGS
Agenda Item No: 7.A.
Substantial Amendment No. 1 Chapin Pumps Rehabilitation Drainage Improvements

1. **Agenda Item:**
Hold Public Hearing and Consider Approval of Substantial Amendment No. 1 to the Grant Agreement for the Texas General Land Office Community Development Block Grant-Disaster Recovery Program, Chapin Pumps Rehabilitation Drainage Improvements Project, No. 23-152-007-E179. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**
This public hearing is related to an administrative condition outlined in the City's Community Development Block Grant Citizen Participation Plan that calls for a Substantial Amendment when there is a change in funding allocation over $75,000. Additional work and services in the amount of $140,036.17 are needed for the Chapin Pumps Rehabilitation Drainage Improvements Project, resulting in a Substantial Amendment for this project's funding total from $1,310,000 to $1,450,036.17. The public hearing is required to satisfy the Substantial Amendment process to keep this project in good standing with the Texas General Land Office (GLO) and allow the City to submit reimbursement requests.

The Chapin Pumps Rehabilitation Drainage Improvements Project was awarded by the GLO through its Community Development Block Grant-Disaster Recovery (CDBG-DR) Program for the DR-4377 2018 South Texas Floods Infrastructure Competition grant. The Chapin Pumps Rehabilitation Drainage Improvements Project involves installing new pumps and rehabilitating the existing pump station and gates to mitigate flooding within the service area. The pumps will enable stormwater to be discharged into the pond, thereby maximizing storage volume and providing relief to the existing storm sewer system. The grant award is $1 million, with a local match of $310,000, for a total project cost of $1,310,000.

From June 2025 to September 2025, the City Council and City Management approved contract awards and change orders totaling $1,450,036.17. This additional amount for construction and professional services will be paid through the City's Bond Series 2021A. However, the GLO requires that any substantial change orders over the $75,000 threshold must follow the process for a public hearing and approval by the City Council prior to requesting any further reimbursements.

The purpose of this public hearing is to solicit public comments on Substantial Amendment No. 1 to the Grant Agreement for the Texas General Land Office Community Development Block Grant-Disaster Recovery Program, Chapin Pumps Rehabilitation Drainage Improvements Project. The City will solicit public comments on this amendment during a five-day comment period from February 4 to February 9, 2026. All comments received will be attached to the Substantial Amendment No. 1 for submission to the Texas GLO.

The Community Development Council also held a public hearing and approved the Substantial Amendment on January 22, 2026, in accordance with the requirements.

3. Staff's Recommendation:

Approve Substantial Amendment No. 1 to the Grant Agreement for the Texas General Land Office Community Development Block Grant-Disaster Recovery Program, Chapin Pumps Rehabilitation Drainage Improvements Project, No. 23-152-007-E179.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Director of Grants Administration

Attachments:

A. CDBG-DR Grant No. 23-152-007-E179 Prop. Sub. Amendment No. 1

PROPOSED SUBSTANTIAL AMENDMENT NO. 1 FOR THE TEXAS GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY PROGRAM CHAPIN PUMPS REHABILITATION DRAINAGE IMPROVEMENTS PROJECT GRANT NO. 23-152-007-E179

The City of Edinburg is considering a Substantial Amendment to the grant agreement for the Texas General Land Office Community Development Block Grant-Disaster Recovery Program, Chapin Pumps Rehabilitation Drainage Improvements Project, No. 23-152-007-E179.

In accordance with the procedures set forth in the City's Community Development Block Grant Program Citizen Participation Plan, any change in funding allocation in excess of $75,000 is considered a substantial amendment.

Proposed Amendment Summary: The proposed action will increase the total grant agreement between the Texas General Land Office and the City of Edinburg from $1,310,000.00 to $1,450,036.17, which includes the grant award of $1,000,000.00 and the City's local match of $450,036.17. This increase is due to additional costs incurred for both the construction contract and the professional services agreement, for additional work and services needed to complete the project.

Original Budget

DRGR Activity Type	Grant Award	Other Funds (Local Match)	Total
Rehabilitation/Reconstruction of Public Improvements	$1,000,000.00	$310,000.00	$1,310,000.00

Proposed Budget

DRGR Activity Type	Grant Award	Other Funds (Local Match)	Total
Rehabilitation/Reconstruction of Public Improvements	$1,000,000.00	$450,036.17	$1,450,036.17

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
PUBLIC HEARINGS
Agenda Item No: 7.B.
Comprehensive Plan Amendment and Rezoning Request - Nustar Logistics, L.P.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Industrial Uses and the Rezoning Request from Suburban, Residential (RS) District to Industrial, General (IG) District, Being 22.44 Acres, More or Less, Being the Residue of "Original" Lot 11, Block 48 of "Amended Map of Subdivision of Santa Cruz Gardens Unit No. 2", Located at 500 W. Ingle Road, as Requested by Nustar Logistics, L.P. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the southside of West Ingle Road approximately 1,500 feet west of North Frontage Road. The property is currently zoned Suburban, Residential (RS) District. This district is suburban in nature, characterized by a balance between landscape and buildings. The requested zoning is Industrial, General (IG) District. This is the primary heavy industrial district, intended to serve uses that are visually obtrusive, generate nuisances such as noise and odors, or have excessive exterior operations or storage of equipment and materials. This property has a total frontage of 1,471 feet along Ingle Road and a lot depth of 664 feet for a total area of 22.44 acres. Currently the property sits vacant. The applicant is wanting to utilize the property for the placement of additional storage tanks allowing the continuation of the use of the property located to the east.

Adjacent zoning is Residential, Primary (RP) District to the south, Industrial, General (IG) District to the east, Residential, Suburban (RS) District to the west, and a Hidalgo County Drainage Ditch is located to the north. Surrounding land uses consist of single-family residential homes, industrial uses and vacant land. The future land use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 30 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. Several surrounding residents voiced concerns of the proposed use of the subject property at the Planning and Zoning Commission Meeting. Notice of this public hearing was published in the newspaper on January 14, 2026.

On December 22, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On January 8, 2026, the Planning & Zoning Commission recommended with a vote of 4-2 to deny the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from General Commercia lUses to Industrial Uses and the Rezoning Request from Suburban, Residential (RS) District to Industrial, General (IG) District, based on the surrounding land uses. If approved, the applicant will

need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/08/2026
CITY COUNCIL – 02/03/2026
DATE PREPARED – 12/22/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Nustar Logistics, L.P.

AGENT: Not Applicable

LEGAL: Being 22.44 Acres, more or less, Being the residue of "Original" Lot 11, Block 48 of "Amended Map of Subdivision of Santa Cruz Gardens Unit No. 2"

LOCATION: Located at 500 W. Ingle Road

LOT/TRACT SIZE: 22.44 Acres

CURRENT USE: Vacant

PROPOSED USE: Industrial, General (IG) District

EXISTING ZONING: Suburban, Residential (RS) District

ADJACENT ZONING:
North – Hidalgo County Drainage Ditch
South – Residential, Primary (RP) District
East – Industrial, General (IG) District
West – Residential, Suburban (RS) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water

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

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
NUSTAR LOGISTICS, L.P.

EVALUATION

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

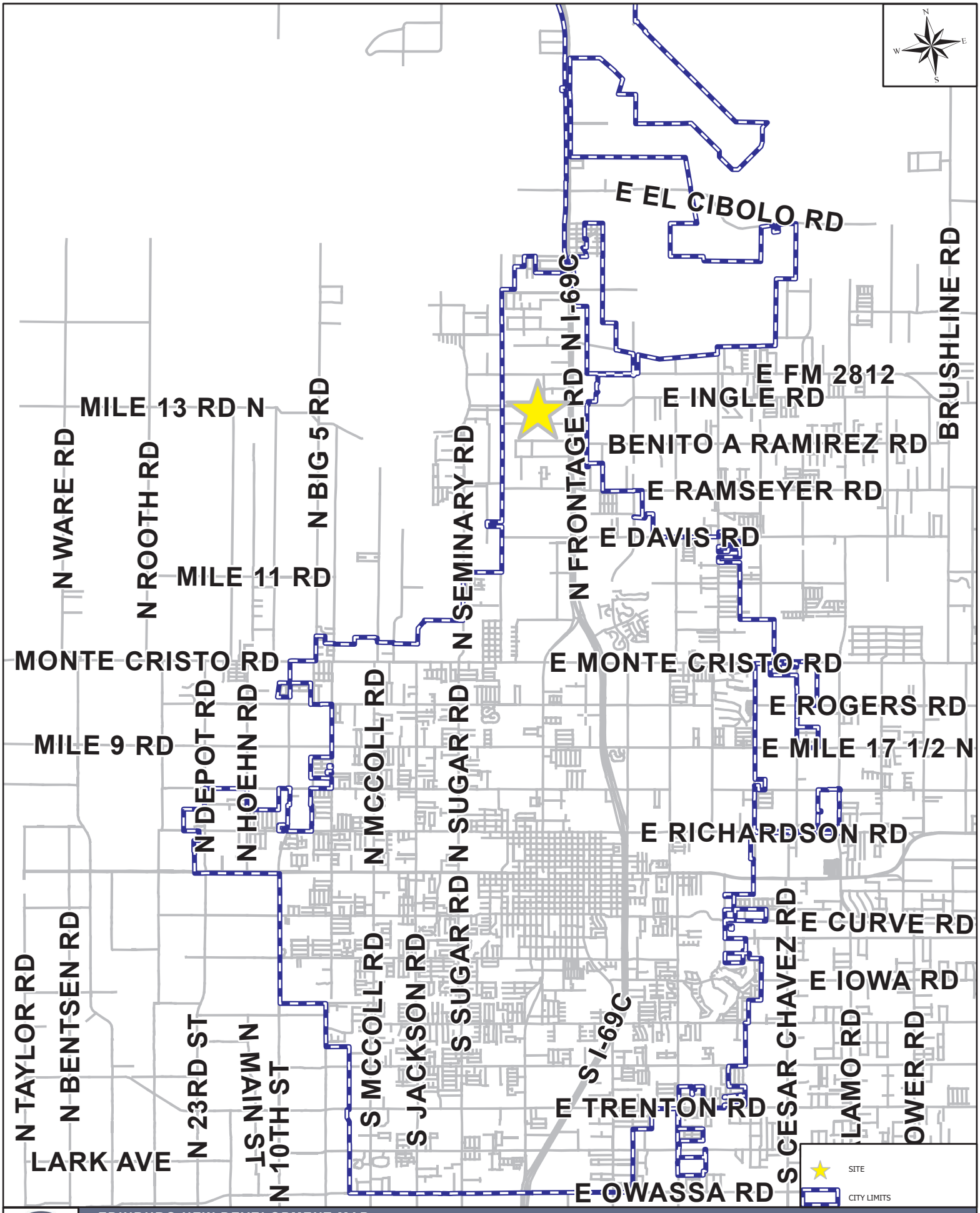
1. The applicant is wanting to utilize the property for the placement of additional storage tanks allowing the continuation of the use of the property located to the east.

2. Surrounding land consists of single-family residential uses, industrial uses and vacant land.

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

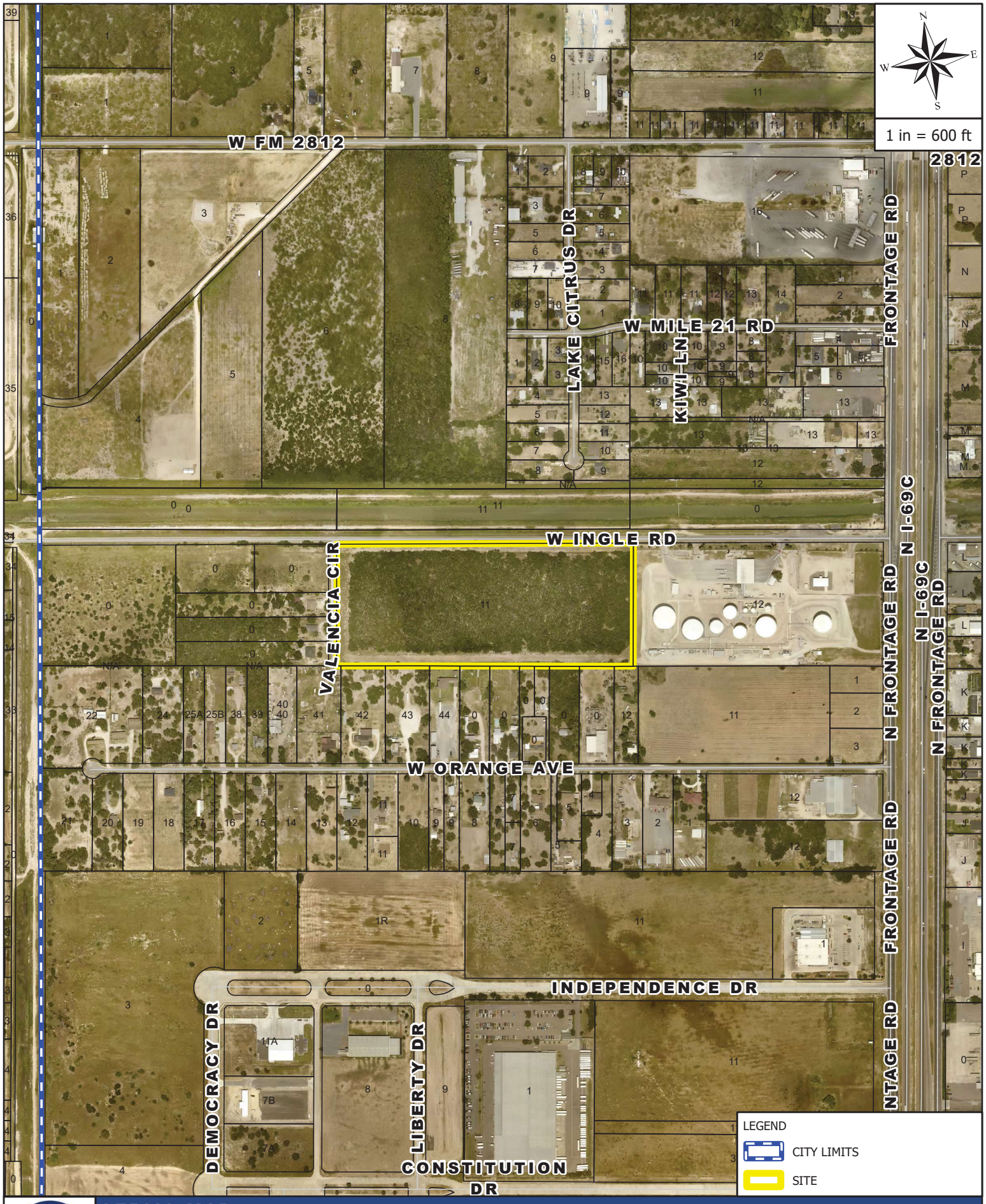
Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Industrial Uses and the Rezoning Request from Suburban, Residential (RS) District to Industrial, General (IG) District, based on the surrounding land uses. If approved, the applicant will need to comply with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

Staff mailed a notice of the public hearing to 30 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 14, 2026.



EDINBURG NEW DEVELOPMENT MAP

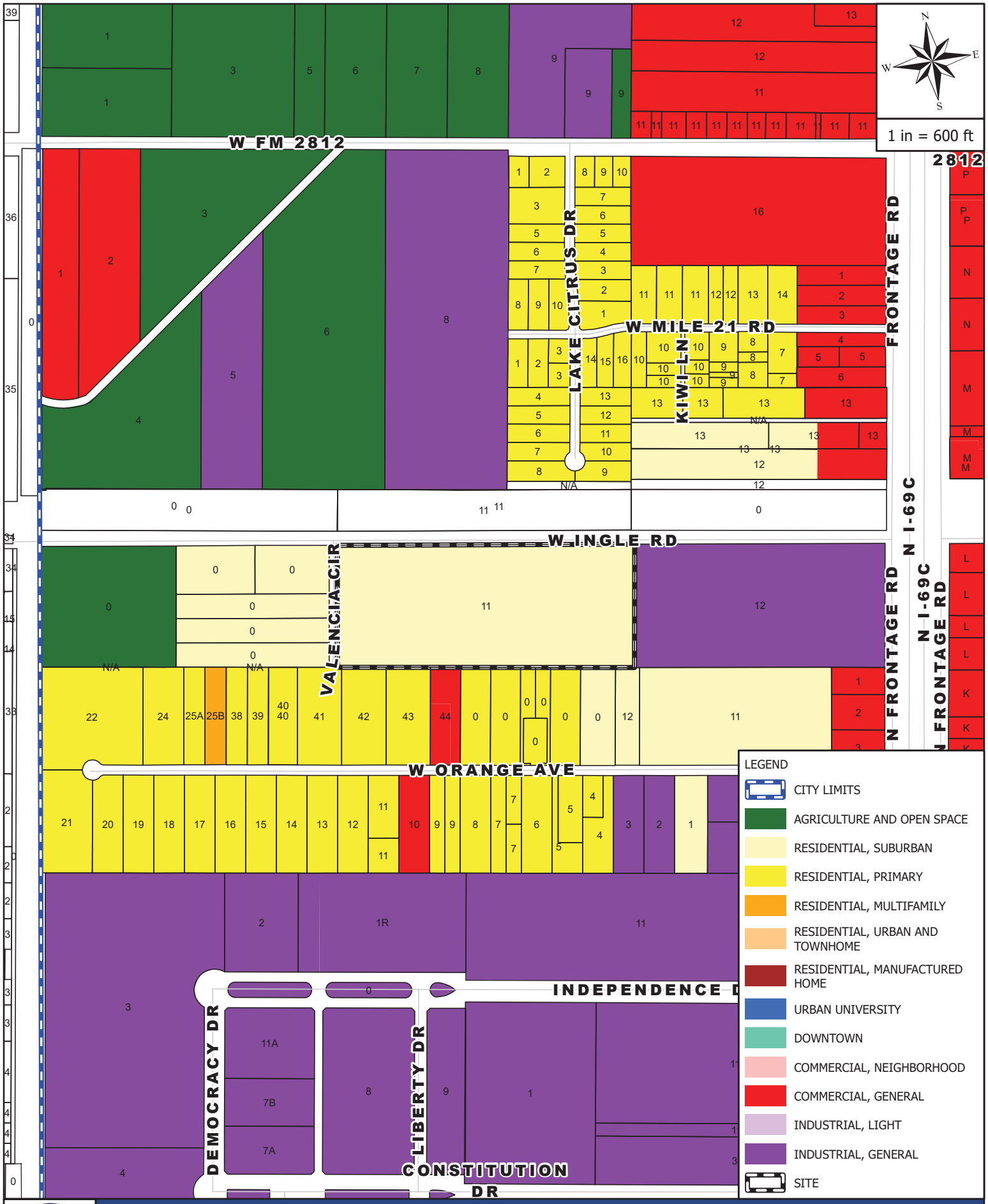
500 W INGLE RD



THE CITY OF EDINBURG TEXAS

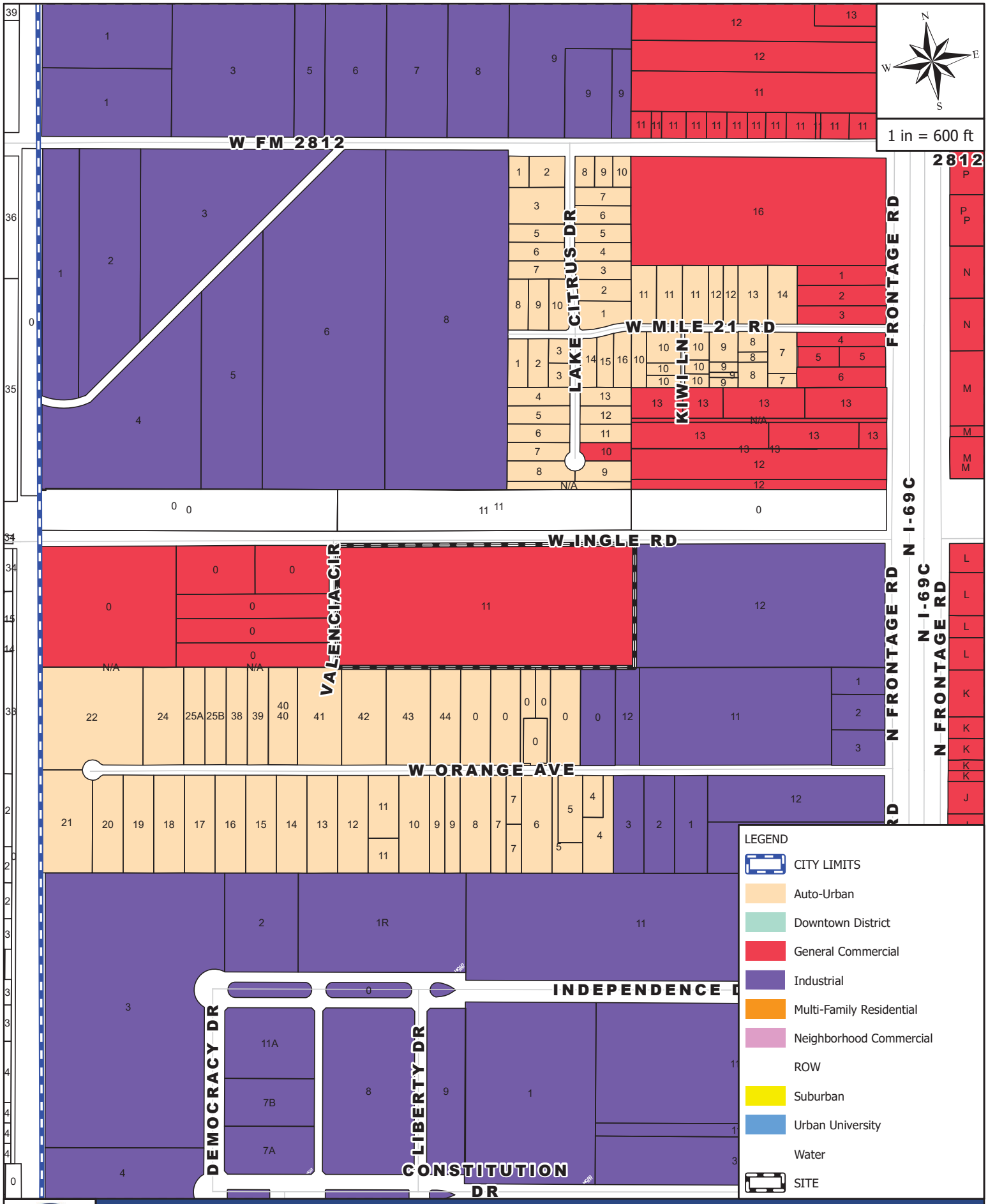
AERIAL MAP

500 W INGLE RD



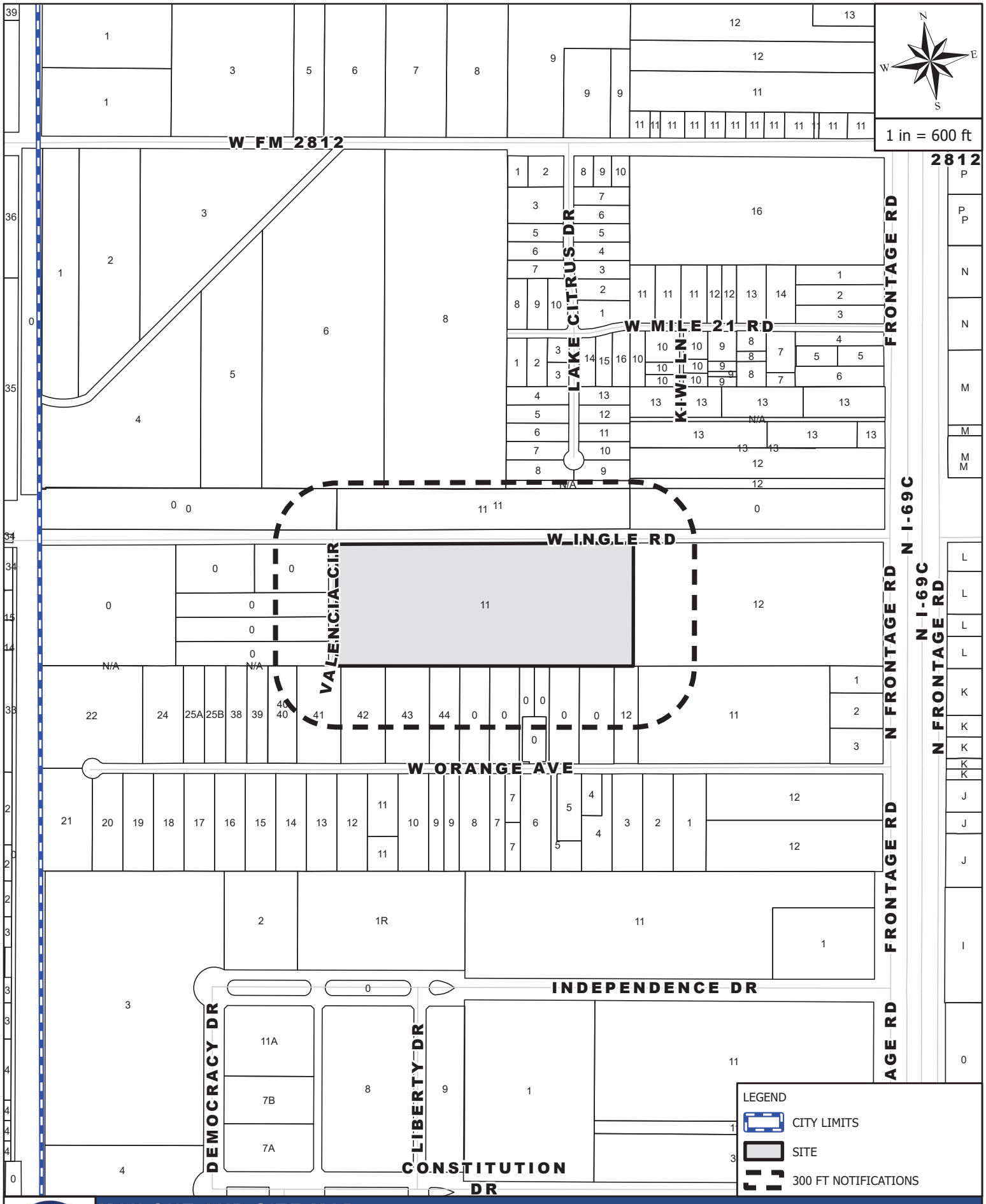
ZONING MAP

500 W INGLE RD



FUTURE LANDUSE MAP

500 W INGLE RD



MAILOUT AND SITE MAP

500 W INGLE RD

Rezoning Request Site Photo

Nustar Logistics , L.P.
500 W Ingle Rd

EXHIBIT "A"
PLAT OF SURVEY
HIDALGO COUNTY, TEXAS

General Notes:

1. This plat represents a survey made on the ground on November 15, 2018. This survey is certified to and for the exclusive use of NuStar Logistics, LP, First American Title Insurance Company, & Land Services Title of Texas. Title information shown hereon is based on a Commitment for Title Insurance T-7 issued by First American Title Insurance Company, GF No. 18-641-TX, effective date October 18, 2018, issue date October 23, 2018.

2. Document 2011-2208867 of the Official Records of Hidalgo County, Texas, a gift deed to The Armando and Ieleane G. Puente Living Trust Dated May 13, 2008, describes the subject tract as, "the North 22.50 acres of Lot Eleven (11), Santa Cruz Ranch", which is recorded in Volume Z, Page 161 of the Map Records of Hidalgo County, Texas (M.R.H.C.T.). The metes of Lot 11, as depicted on the map of Santa Cruz Ranch are illegible. Lot 11 is also depicted as Lot 11, Block 48 of "Amended Map of Subdivision of Santa Cruz Gardens Unit No. 2" recorded in Volume 8, Pages 28 & 29, M.R.H.C.T. The metes of Lot 11, as depicted on said amended map, are legible and were accepted as the record metes for Lot 11. All of Lot 11, with the exception of the subject tract, has been subsequently replatted into other subdivisions. As a result, the original evidence of the lines of Lot 11 appears to be lost and it remains unclear if the monumented east and west lines of this tract are the original lines of Lot 11. This survey retraces the monumented east and west lines of the subject tract, as described in the record descriptions of the adjoiners shown hereon. Because the subject tract, as described in Document No. 2011-2208867, is controlled by the original lines of Lot 11 and an exact acreage, the south deed line of the North 22.50 acres of Lot 11 appears as though it would overlap into and be in conflict with the north line of "281 Estates", as depicted Volume 23, Page 4, M.R.H.C.T., with the monumented south line of a called 2.11 Acre tract to Mario Cantu Caballero in Volume 2383, Page 549, D.R.H.C.T., and also with the monumented south line of a called 18.70 acre tract to Coastal Liquid Partners, L.P. in Doc. No. 863056, O.R.H.C.T. The south line of the subject tract, as shown hereon, is a line that runs from a 1/2" iron rod found the southeast deed corner of said Caballero tract to a 1/2" iron rod found for the southwest corner of said 18.70 acre tract. This line continues along the same bearing to a 1/2" iron rod found and a capped 1/2" iron rod both found on the south line of said 18.70 acre tract, as shown hereon. As such, the south line of subject tract appears to be in conflict with the ostensible north line of "281 Estates." The north line of "281 Estates" was constructed to be parallel to and a record distance of 503.55 feet northerly of the monumented centerline of Orange Avenue, as shown hereon.

3. The basis of bearing of this survey is the North American Datum of 1983 (2011), Texas South Zone, U.S. Survey Feet, and was established from GPS observations processed through the National Geodetic Survey Online Positioning User Service (OPUS). All coordinates shown hereon are grid coordinates, are approximate, and are for reference purposes only. All distances and areas shown hereon are surface and were calculated by applying a combined scale factor of 0.99995281.

4. The subject tract appears to lie within Zone "AE" Floodway, according to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) number 480338 0005 E, map revision date June 6, 2000. Floodplain lines were not field verified and no determination was made as to whether or not any portion of the subject tract lies above base flood elevation.

5. Visible above ground utilities are shown hereon. Other utilities may exist that are not shown hereon.

Title Commitment Schedule B Notes:

10(b). "Right-of-Way Easement granted by Eckard Otto Kanold to County of Hidalgo, by instrument dated January 11, 1985, recorded in Volume 2085, Page 546, Official Records of Hidalgo County Texas" is shown hereon.

10(c). "Right of way easement granted to Hidalgo County, by Eckard Otto Kanold, dated January 11, 1985, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 2085, Page 550, Official Records Hidalgo County, Texas" is shown hereon.

10(d). "Right of way easement granted to Coastal States Crude Gathering Company, a Texas corporation, by Raul Flores, Trustee, dated July 11, 1998, filed for record on August 25, 1998, in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 703813" is shown hereon.

10(e). "Right of way easement granted to Valero Logistics Operations, LP., a Delaware limited partnership, by Armando Puente, as Custodian for Alejandro Armando Puente, a Minor Child, under the Texas Uniform Gift to Minor's Act, dated November 16, 2005, filed for record on December 8, 2005, in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1554028" is shown hereon.

10(f). "Easement and Conditions as shown on the Map or Plat thereof, filed for record in Volume "Z" Page 161, Map Records Hidalgo County, Texas" are blanket and not plottable.

10(i). "Oil and Gas Lease dated January 13, 1989, from Bentsen Development Company to Mobil Producing Texas and New Mexico Inc., recorded in Volume 2883, Page 981, Official Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument" is blanket and not plottable.

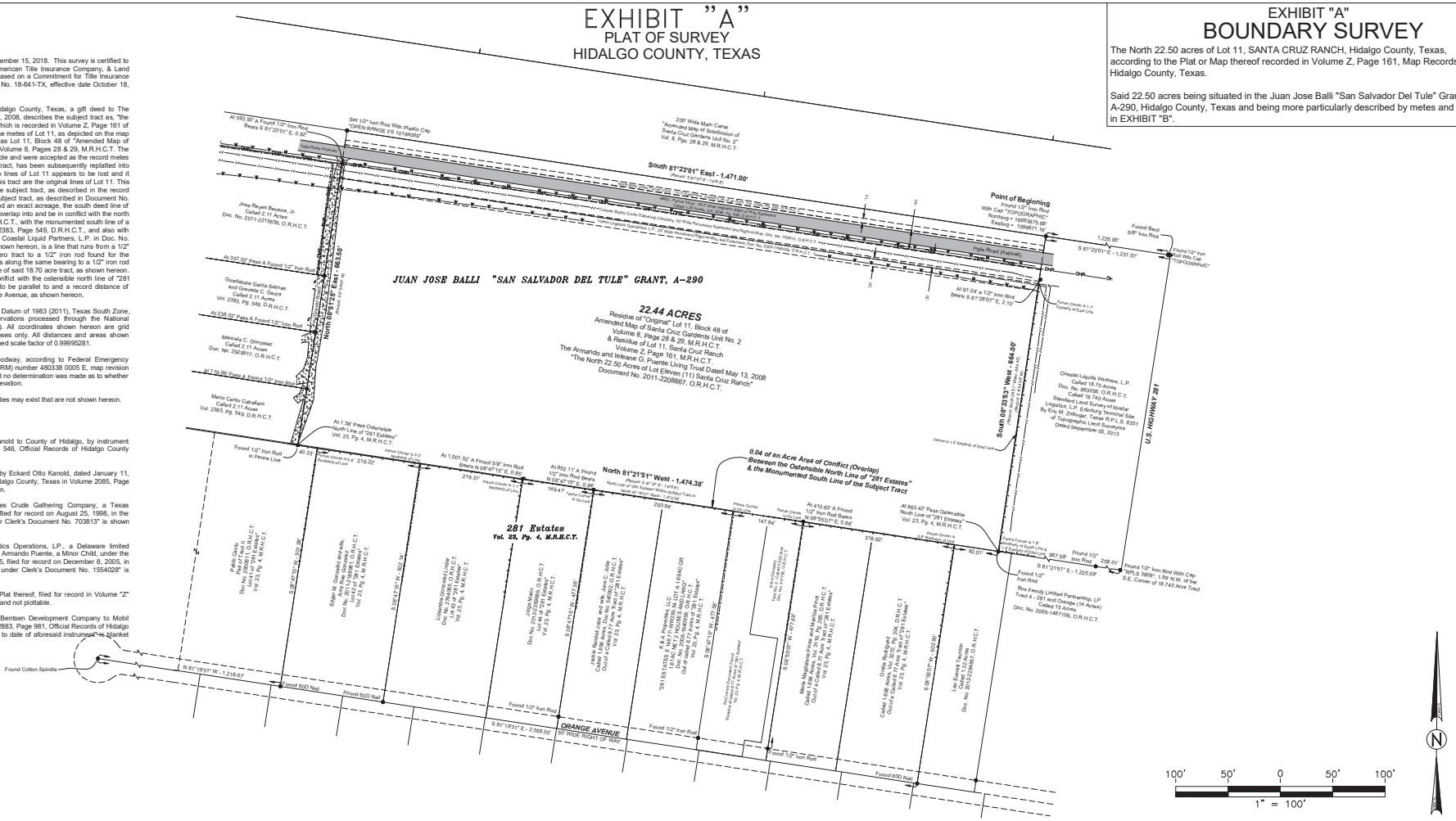


EXHIBIT "A"
BOUNDARY SURVEY

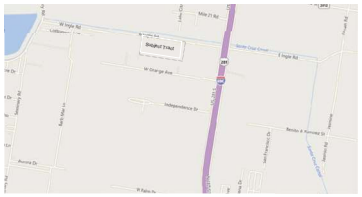
The North 22.50 acres of Lot 11, SANTA CRUZ RANCH, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume Z, Page 161, Map Records of Hidalgo County, Texas.

Said 22.50 acres being situated in the Juan Jose Balli "San Salvador Del Tule" Grant, A-290, Hidalgo County, Texas and being more particularly described by metes and bounds in EXHIBIT "B".

LOCATION MAP

N

NOT TO SCALE



Vicinity Map
NOT TO SCALE

LEGEND

Subject Tract	Set Monument
Adjacent Tract Line	Fence Corner
Easement line	TPED Telephone Pedestal
Existing Pipeline	D.R.H.C.T. Deed Records of Hidalgo County, Texas
Fence	O.R.H.C.T. Official Records of Hidalgo County, Texas
Overhead Powerline	M.R.H.C.T. Map Records of Hidalgo County, Texas
Water line	
Found Monument	

REV. NO.	DESCRIPTION	BY	DATE	APP.
1	REVISION TO NOTE NO. 1	JDB	02/19/19	WAM

CERTIFICATION

I HEREBY CERTIFY THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

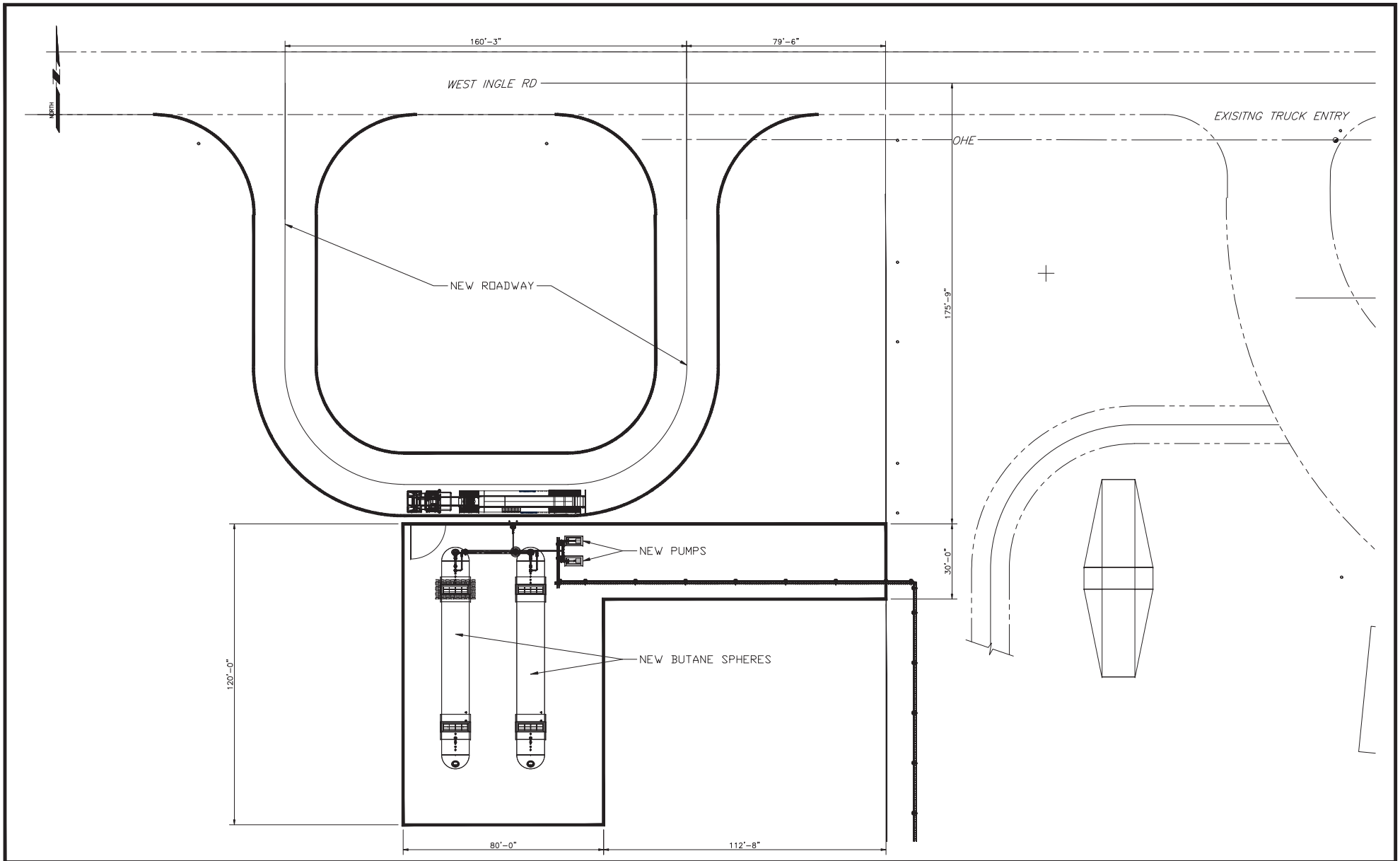
02/19/2019

W. ANDREW McLAUGHLIN, RPLS. No. 6473 DATE
SURVEYED ON THE GROUND:NOVEMBER 15, 2018
PROJECT NO.: ORFS-7000-50
PAGE: 1 OF 1

STATE OF TEXAS
W. ANDREW McLAUGHLIN
6473
REGISTERED
LAND SURVEYOR

OPEN RANGE

600 W. FRANCIS AVE. PAMPA, TX 79065
TBPLS No.: 10193994
39350 IH-10 WEST, BOERNE, TX 78006
TBPLS No.: 10194069



NOTES:
1) CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO FABRICATION AND INSTALLATION.

REFERENCE DRAWINGS:

NO.	REVISION	BY	DATE	APR
A	ISSUED FOR REVIEW	BF	12/01/25	BP

SUNOCO LP
19003 IH-10 WEST
San Antonio, Texas 78257
Tel: (210) 918-2000

PROJECT LOCATION:	HIDALGO COUNTY, TX	
DRAWN BY: BF	DATE: 12/01/25	
CHECKED:	DATE:	
APPROVED:	DATE:	
SCALE: NONE		

EDINBURG PRODUCTS TERMINAL
PROJECT PLOT PLAN
PROPOSED BUTANE SPHERES

ORIGINAL PROJECT NO. C-25218-EN-72400005

DRAWING NO. VYPL-EDNT-21-008 REV. A

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM SUBURBAN, RESIDENTIAL, (RS) DISTRICT TO INDUSTRIAL, GENERAL (IG) DISTRICT, BEING A 22.44 ACRES, MORE OR LESS, BEING THE RESIDUE OF "ORIGINAL" LOT 11, BLOCK 48 OF "AMENDED MAP OF SUBDIVISION OF SANTA CRUZ GARDENS UNIT NO. 2", LOCATED AT 500 W. INGLE ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Suburban, Residential (RS) District, and Industrial, General (IG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being 22.44 acres, more or less, Being the Residue of "Original" Lot 11, Block 48 of "Amended map of Subdivision of Santa Cruz Gardens Unit No. 2", Located at 500 W. Ingle Road from Suburban, Residential (RS) District to Industrial, General (IG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 8, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on February 3, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of February 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING A 22.44 ACRES, MORE OR LESS, BEING THE RESIDUE OF "ORIGINAL" LOT 11, BLOCK 48 OF "AMENDED MAP OF SUBDIVISION OF SANTA CRUZ GARDENS UNIT NO. 2", LOCATED AT 500 W. INGLE ROAD, SHOULD BE FOR INDUSTRIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

WHEREAS, such development is not detrimental to the General Commercial Uses in the surrounding area; and

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

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

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

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

(1) Population growth requiring more Industrial Uses;

(2) Expansion and development of Industrial Uses.

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of February 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: February 3, 2026
PUBLIC HEARINGS
Agenda Item No: 7.C.
Comprehensive Plan Amendment and Rezoning Request - Countryside Realty Investments LLC.

1. **Agenda Item:**

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 Residential, Primary (RP) District to Commercial, General (CG) District, Lot 13, of Merrill Subdivision, a Subdivision in Hidalgo County, According to the Map or Plat Thereof Recorded in Volume 16, Page 2 of the Map Records of Hidalgo County, Texas, Save and Except the North 179.00 Feet of Lot 13 as Being Further Described in the Eulogio Diaz Subdivision, According to the Map or Plat Thereof Recorded in Volume 36, Page 129, Map Records of Hidalgo County, Texas, Save and Except a 0.098 Acre Tract of Land as Set Forth in a Deed Conveyed to State of Texas, in Document Number 1308177, Official Public Records, Hidalgo County Texas, Located at 2921 E. Monte Cristo Road, as Requested by Countryside Realty Investments LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located at the northeast corner of E. Monte Cristo Road and N. Doolittle Road. The property is currently zoned Residential, Primary (RP) District. This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. The requested zoning is Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of 100 feet along E. Monte Cristo Road and a lot depth of approximately 148.42 for a total area of approximately 0.413 of an acre. Currently a single-family residential home sits on the parcel. The applicant is wanting to construct an office at said location.

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

Staff mailed a notice of the public hearing to 20 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 14, 2026.

On December 22, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On January 8, 2026, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION - 01/08/2026
CITY COUNCIL - 02/03/2026
DATE PREPARED -12/22/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Countryside Realty Investments LLC.

AGENT: Not Applicable

LEGAL: Lot 13, of Merrill Subdivision, a Subdivision in Hidalgo County, According to the Map or Plat Thereof Recorded in Volume 16, Page 2 of the Map Records of Hidalgo County, Texas, Save and Except the North 179.00 Feet of Lot 13 as being further Described in the Eulogio Diaz Subdivision, According to the Map or Plat thereof recorded in Volume 36, Page 129, Map Records of Hidalgo County, Texas, Save and Except a 0.098 Acre Tract of Land as set forth in a Deed Conveyed to State Of Texas, in Document Number 1308177, Official Public Records, Hidalgo County Texas

LOCATION: Located at 2921 E. Monte Cristo Road

LOT/TRACT SIZE: 0.413 of an acre

CURRENT USE: Single Family Residential

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North- Commercial, Neighborhood (CN) 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 Water

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

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
COUNTRYSIDE REALTY INVESTMENTS LLC.

EVALUATION

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

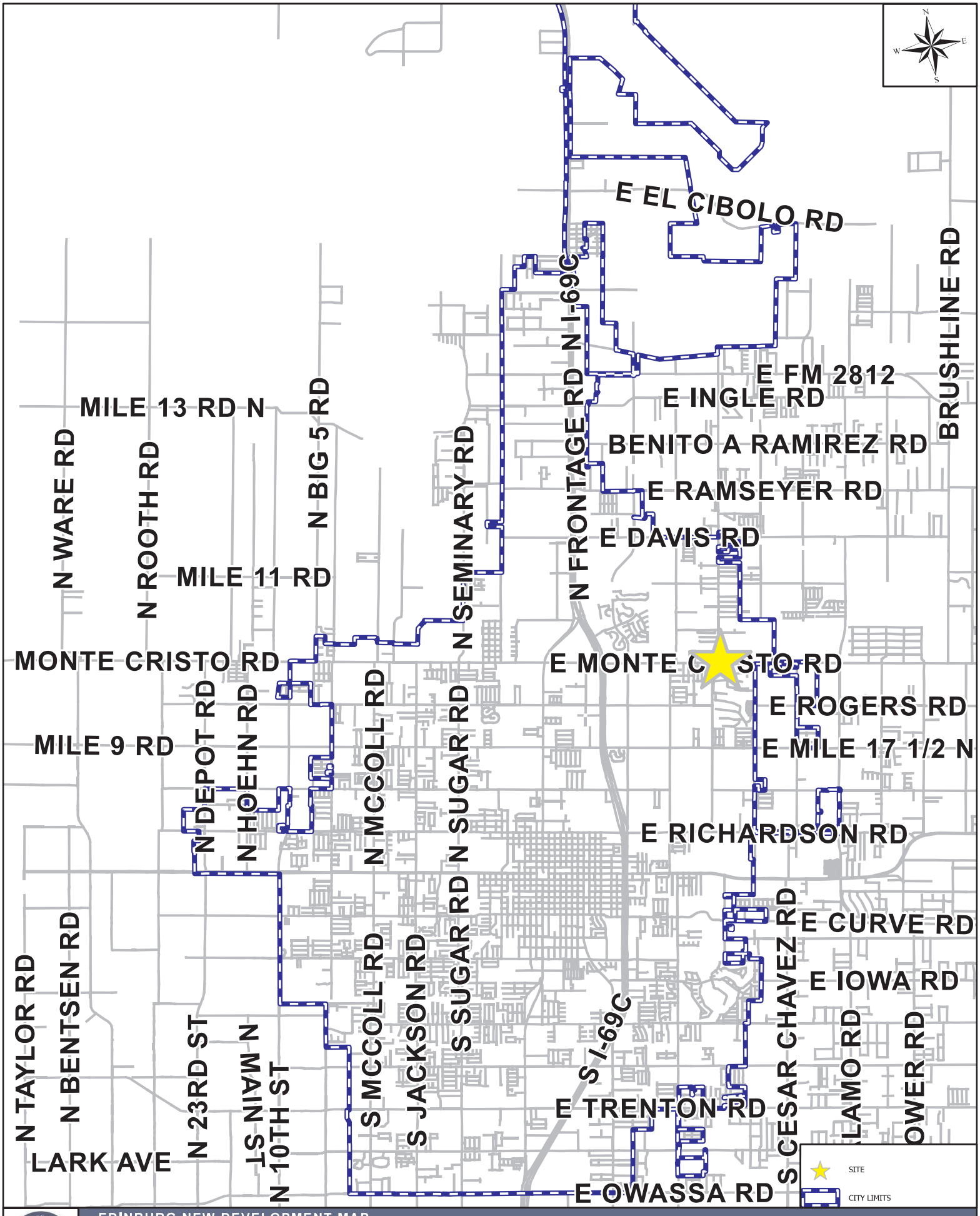
1. The land is currently located at the comer of E. Monte Cristo Road and N. Doolittle Road. N. Monte Cristo Road is a major thoroughfare and lends itself to commercial uses.

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

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

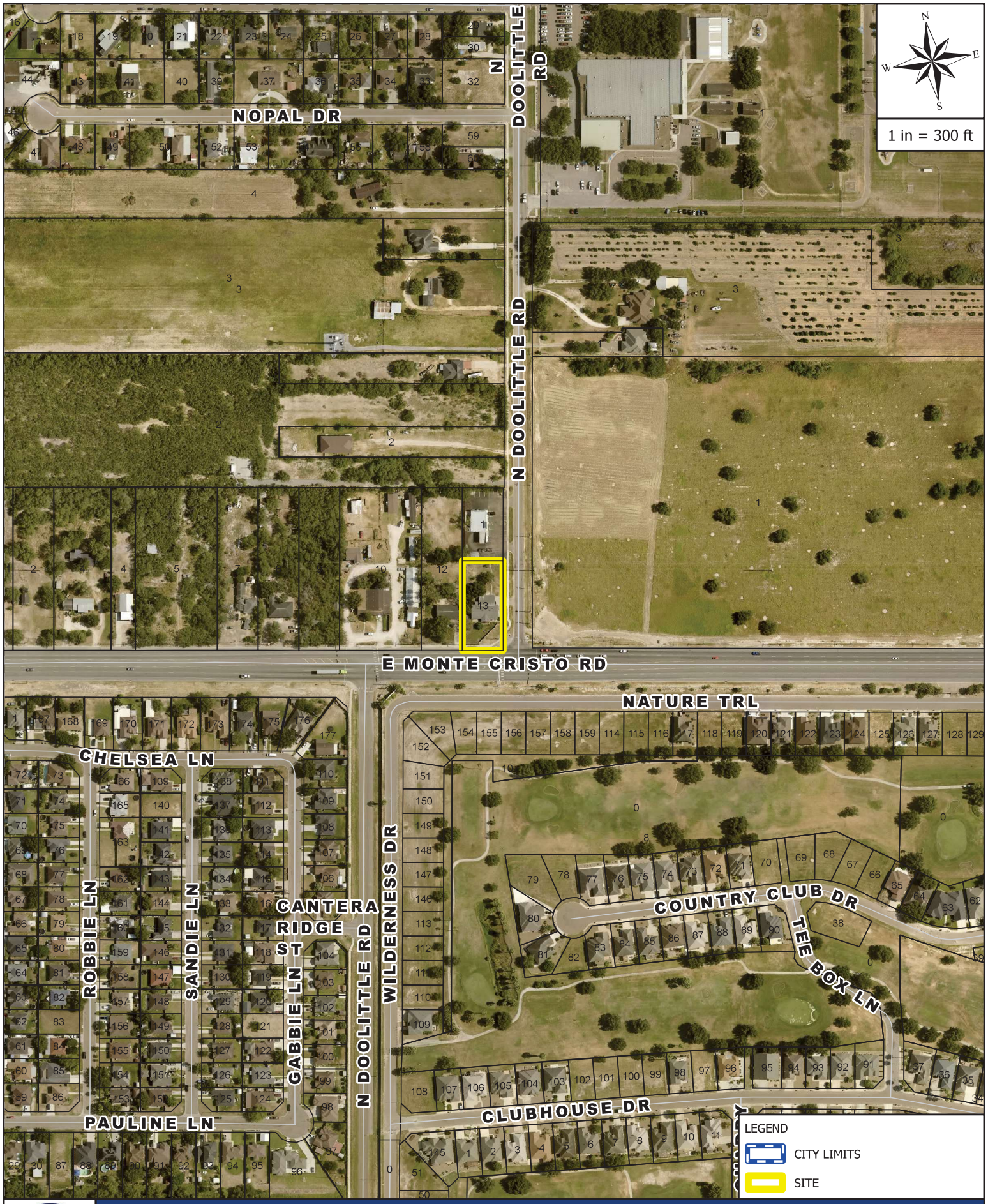
Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, based on the surrounding land uses. If approved, the applicant will need to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

Staff mailed a notice of the public hearing to 20 neighboring property owners on Friday, December 19, 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 14, 2026.



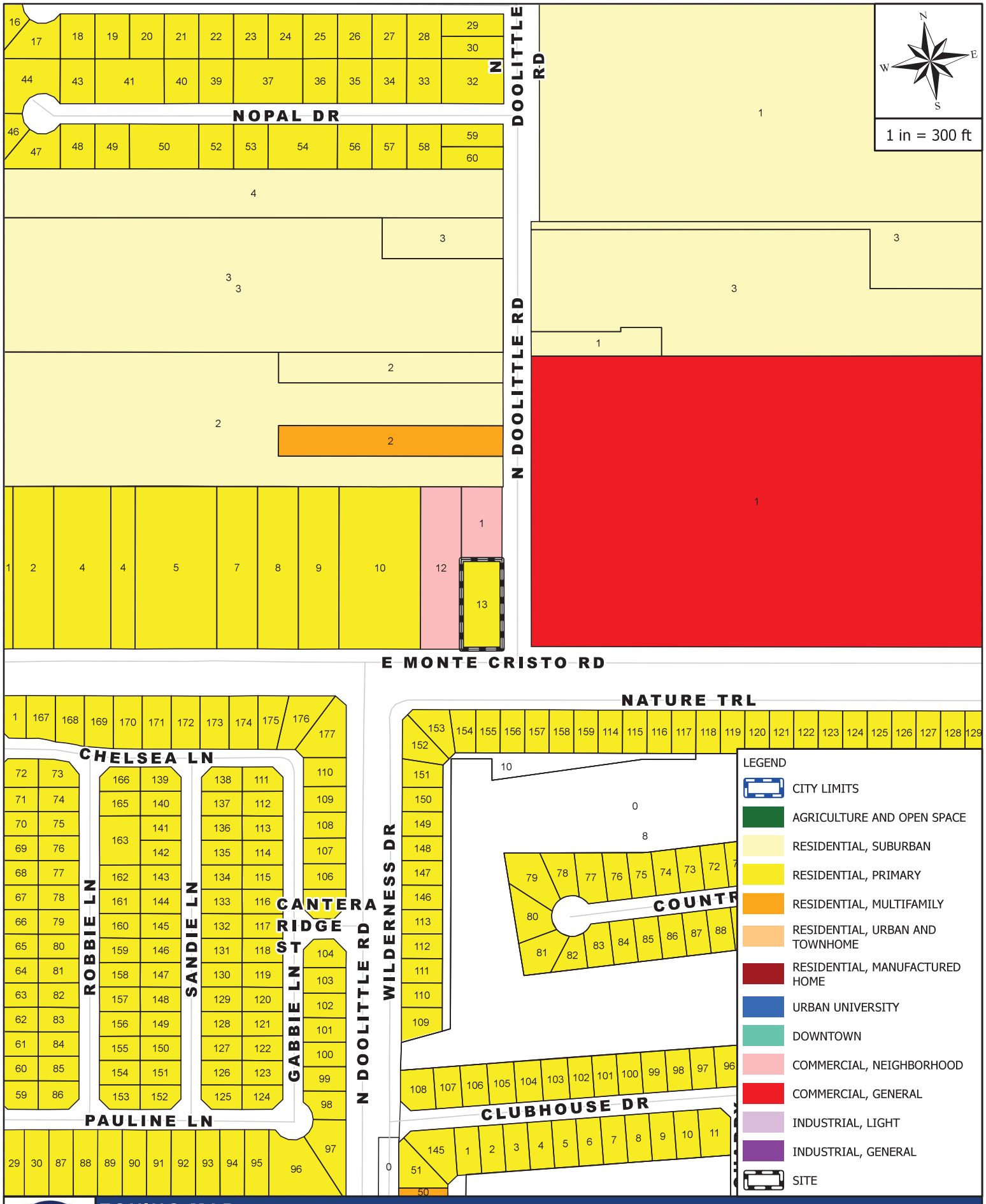
EDINBURG NEW DEVELOPMENT MAP

2921 E MONTE CRISTO RD



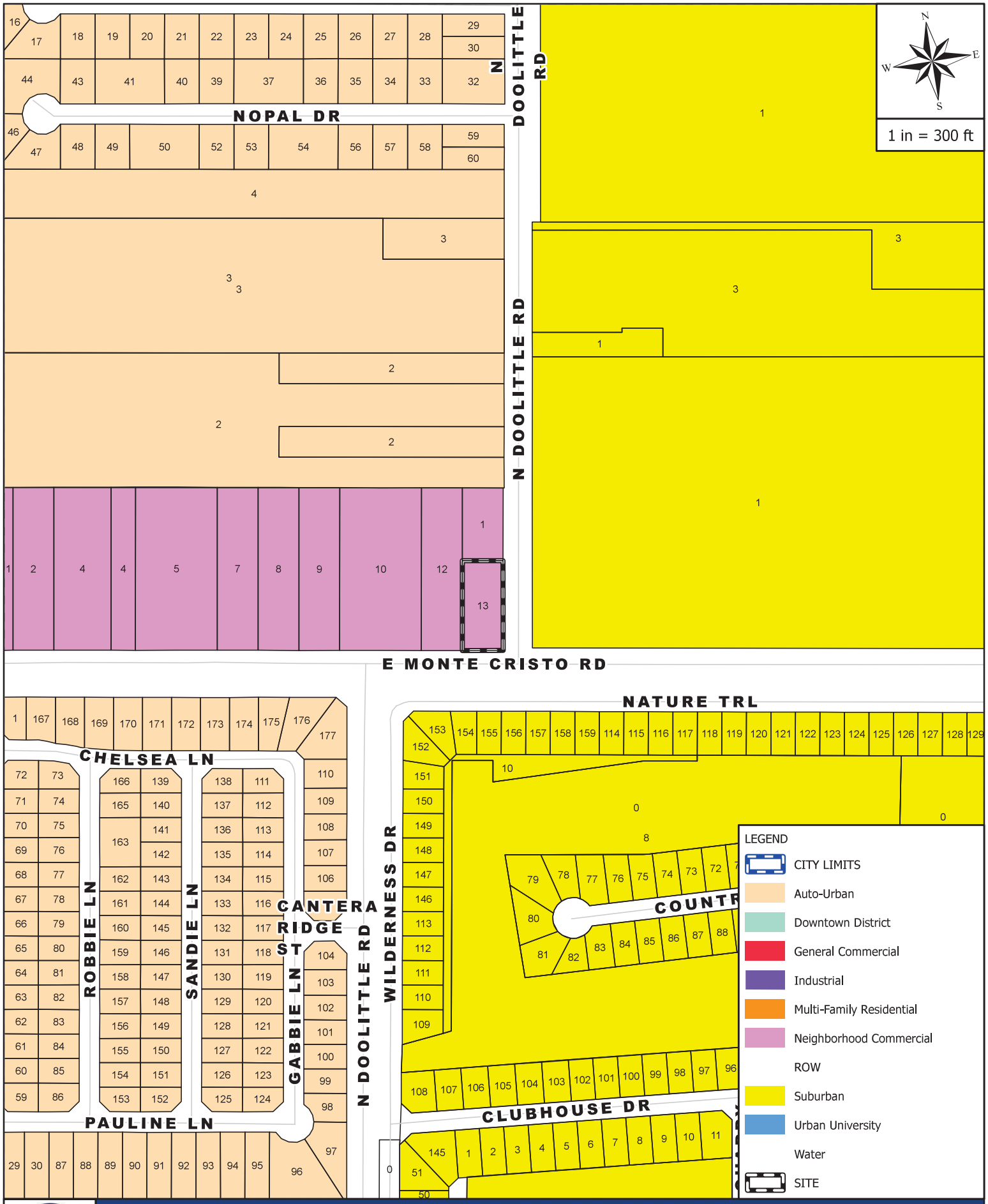
AERIAL MAP

2921 E MONTE CRISTO RD



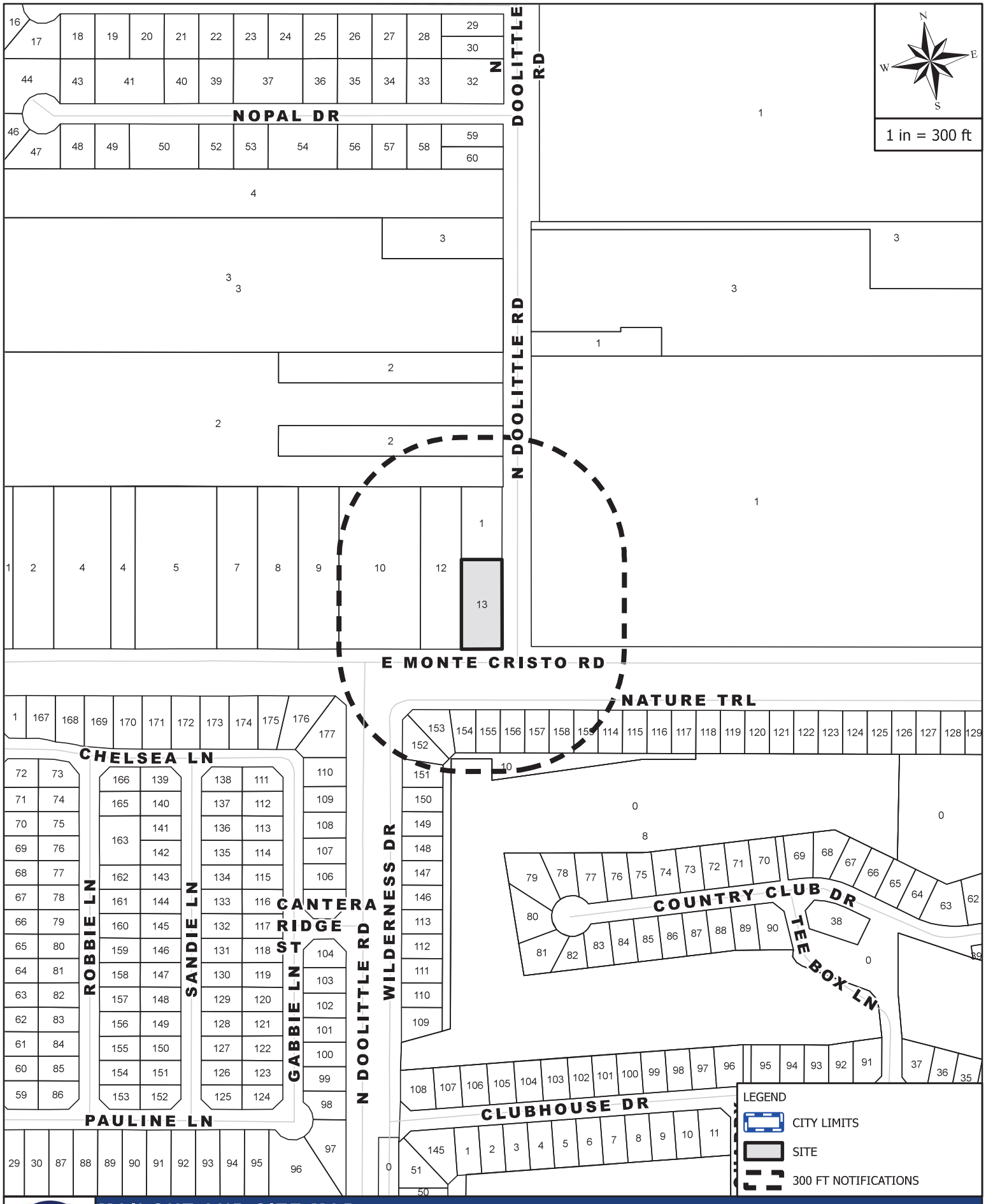
ZONING MAP

2921 E MONTE CRISTO RD



FUTURE LANDUSE MAP

2921 E MONTE CRISTO RD



MAILOUT AND SITE MAP

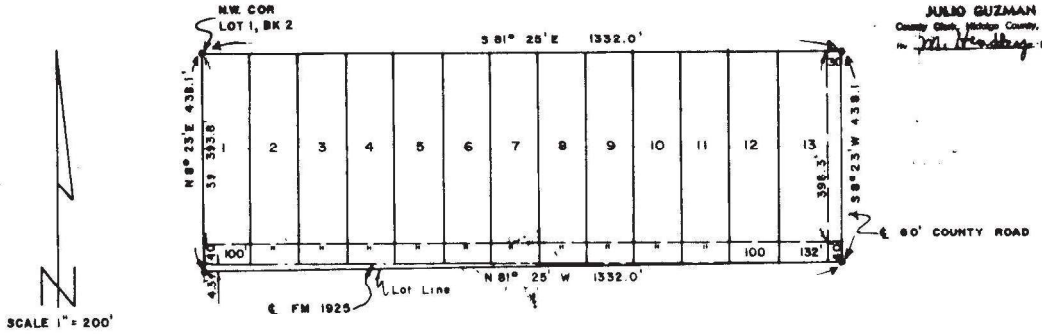
2921 E MONTE CRISTO RD

Rezoning Request Site Photo

Countryside Realty Investments, LLC
2921 E Monte Cristo Rd

15246

FILED FOR RECORD THIS DATE
At 9:58 o'clock a M
AUG 25 1966
JULIO GUZMAN
County Clerk, Hidalgo County, Texas
By [illegible] Deputy



APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 23rd day of August, 1966
JULIO GUZMAN, County Clerk
By: Lucia de Burke Deputy

MERRILL SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF LOT 1 BLOCK 2,
SANTA CRUZ GARDEN UNIT NO. 3

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
by L. de Burke
Date 8-23-66

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

Charles L. Melden
CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
JANUARY 11, 1966

STATE OF TEXAS
CHARLES L. MELDEN
183
REGISTERED PUBLIC SURVEYOR

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

J. H. Merrill
J. H. MERRILL

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED J. H. MERRILL, 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 20th DAY OF JANUARY A. D., 1966.

NOTARY PUBLIC
STATE OF TEXAS

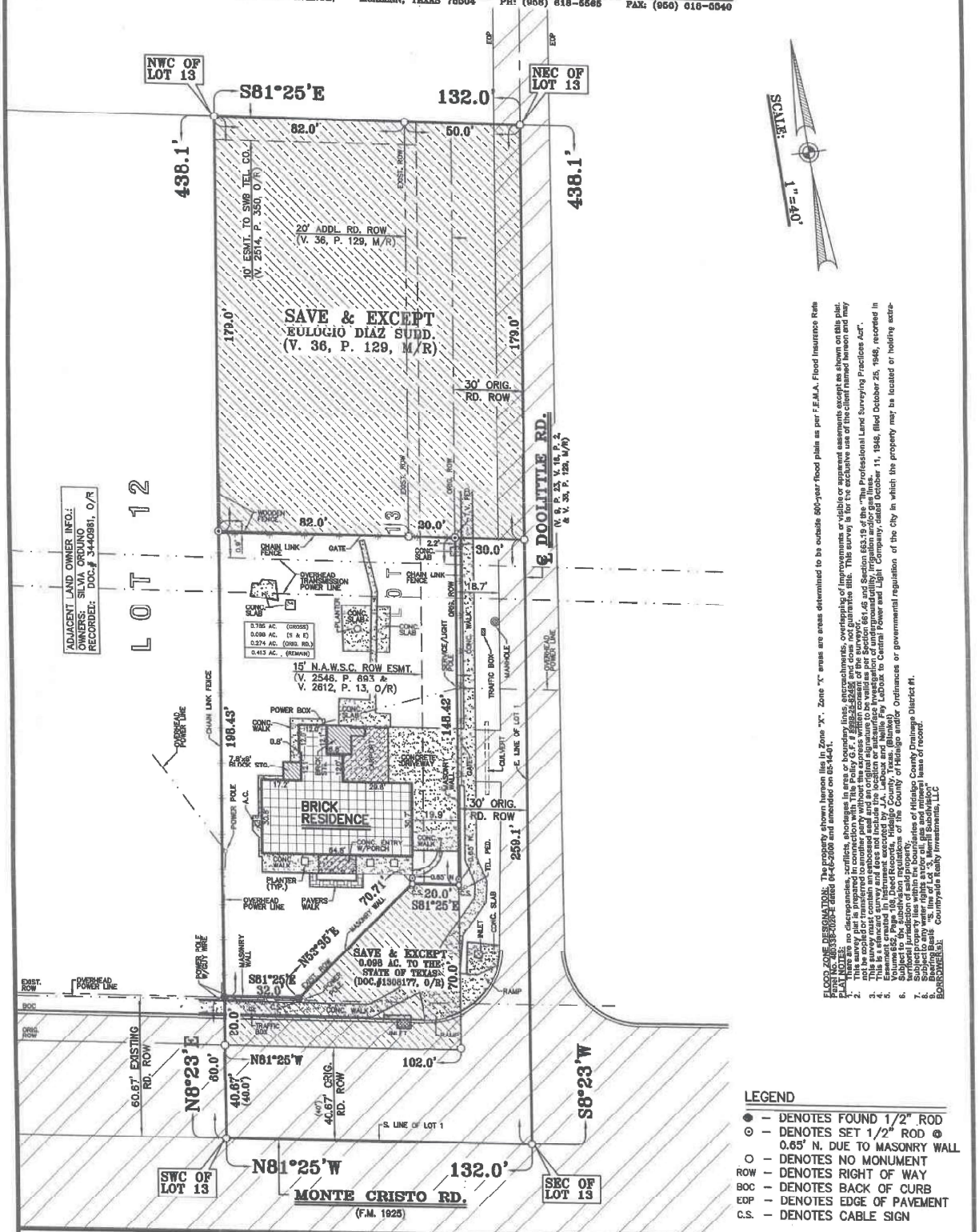
Carrie Lou Parrish
NOTARY PUBLIC IN AND FOR CARRIE LOU PARRISH
HIDALGO COUNTY, TEXAS

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

ART SALINAS
ENGINEERING & SURVEYING

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

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



FLOOD ZONE DESIGNATION: The property shown hereon lies in Zone "X". Zone "X" areas are areas determined to be outside 500-year flood plain as per F.E.M.A. Flood Insurance Rate Panel No. 480338-0020-E dated 04-05-2010 and amended on (if any):

1. There are no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of improvements or visible or apparent easements except as shown on this plat.
2. This survey plat is prepared in connection with the Title Commitment GF# 1901645 and Section 663.19 of the "The Professional Land Surveying Practices Act".
3. This survey plat is not to be used or viewed or relied upon after one year from the date hereof, and does not guarantee title. This survey is for the exclusive use of the client named hereon and may not be transferred to another party without the express written consent of the surveyor.
4. This survey must contain an embossed seal and an original signature to be valid as per the Professional Land Surveying Practices Act.
5. This is a standard survey and does not include items such as, but not limited to, underground utility, irrigation and/or gas lines.
6. Easement and lines recited by J.A. LaBoux and Nellie Fay LaBoux to Central Power and Light Company, dated October 11, 1946, filed October 25, 1946, recorded in Volume 682, Page 108, Deed Records, Hidalgo County, Texas. (Blanket)
7. Subject to the Subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the city in which the property may be located or holding extra-territorial jurisdiction.
8. Subject property lies within the boundaries of Hidalgo County Drainage District #1.
9. Subject to any water rights and/or oil, gas and mineral lease of record.
10. Subdivision name: "Countryside Realty Investments Subdivision"
11. BORROWER(S): Countryside Realty Investments, LLC

LEGEND

- ● – DENOTES FOUND 1/2" ROD
- ⊙ – DENOTES SET 1/2" ROD @ 0.65' N. DUE TO MASONRY WALL
- ○ – DENOTES NO MONUMENT
- ROW – DENOTES RIGHT OF WAY
- BOC – DENOTES BACK OF CURB
- EOP – DENOTES EDGE OF PAVEMENT
- C.S. – DENOTES CABLE SIGN

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE GROUND WHICH IS LOCATED AT 3921 N. DOOLITTLE RD., in EDINBURG, TEXAS, DESCRIBED AS FOLLOWS:

LOT 13, OF MERRILL SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 2 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAVE AND EXCEPT THE NORTH 179.00 FEET OF LOT 13 AS BEING FURTHER DESCRIBED IN THE EULOGIO DIAZ SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOUMNE 36, PAGE 129, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAVE AND EXCEPT A 0.098 ACRE TRACT OF LAND AS SET FORTH IN A DEED CONVEYED TO THE STATE OF TEXAS, IN DOCUMENT NUMBER 1308177, OFFICIAL PUBLIC RECORDS, HIDALGO COUNTY, TEXAS.

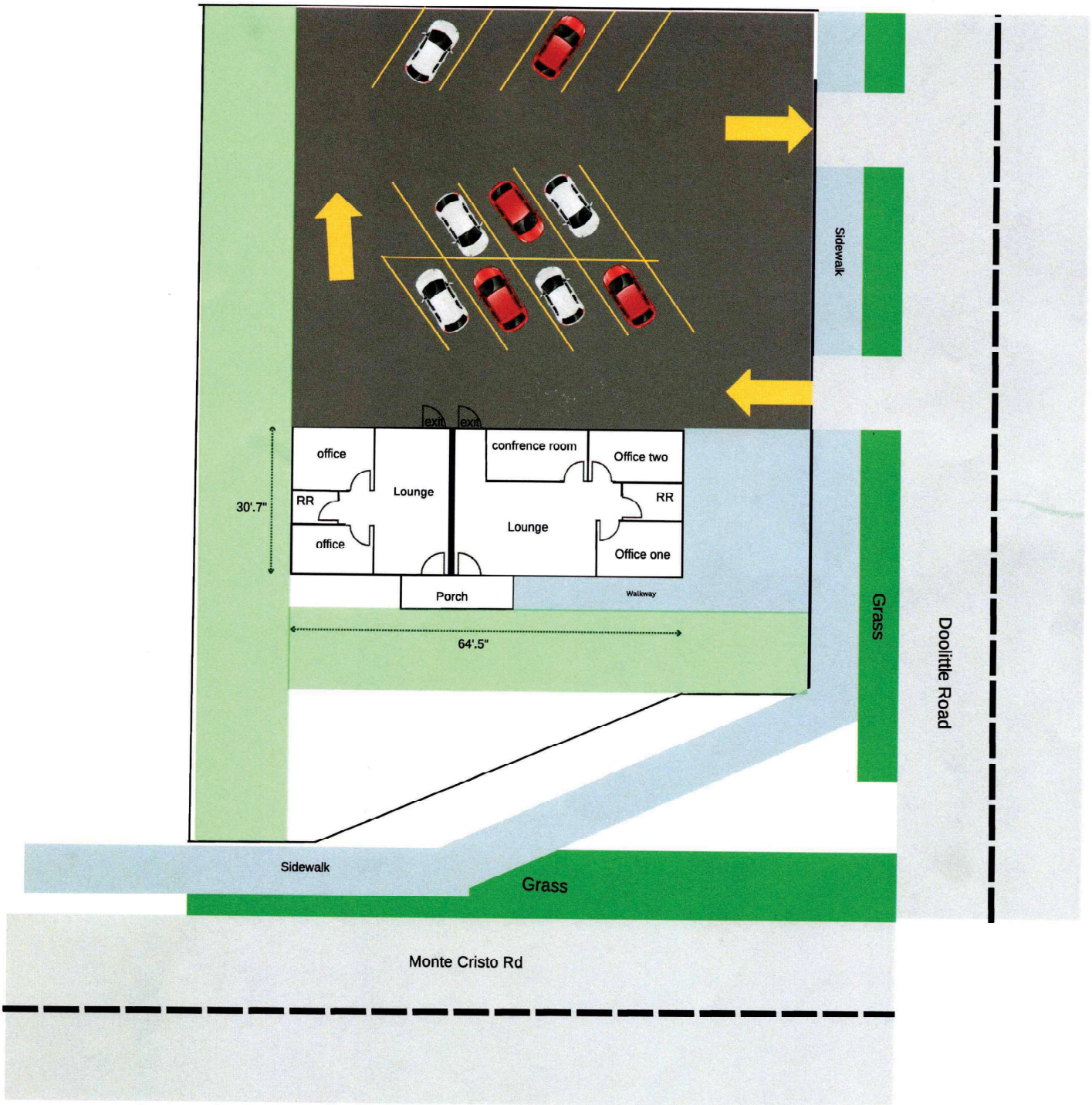
25-70372 Job No.

10-28-25 Date

© COPYRIGHT 2025 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

Registered Professional Land Surveyor No. 4802

2921 E. Monte Cristo Rd



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING LOT 13, OF MERRILL SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 2 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT THE NORTH 179.00 FEET OF LOT 13 AS BEING FURTHER DESCRIBED IN THE EULOGIO DIAZ SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 129, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 0.098 ACRE TRACT OF LAND AS SET FORTH IN A DEED CONVEYED TO STATE OF TEXAS, IN DOCUMENT NUMBER 1308177, OFFICIAL PUBLIC RECORDS, HIDALGO COUNTY TEXAS, AS LOCATED AT 2921 E. MONTE CRISTO ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Lot 13, of Merrill Subdivision, A Subdivision in Hidalgo County, According to the Map or Plat thereof Recorded in Volume 16, Page 2 of the Map Records of Hidalgo County, Texas, Save and Except the North 179.00 feet of Lot 13 as Being Further Described in the Eulogio Diaz Subdivision, According to the Map or Plat thereof Recorded in Volume 36, Page 129, Map Records of Hidalgo County, Texas, Save and Except A 0.098 Acre Tract of Land as Set Forth in a Deed Conveyed to State of Texas, in Document Number 1308177, Official Public Records, Hidalgo County Texas, as Located at 2921 E. Monte Cristo Road from Residential, Primary (RP) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 8, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on February 3, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of February 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING LOT 13, OF MERRILL SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 2 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT THE NORTH 179.00 FEET OF LOT 13 AS BEING FURTHER DESCRIBED IN THE EULOGIO DIAZ SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 129, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 0.098 ACRE TRACT OF LAND AS SET FORTH IN A DEED CONVEYED TO STATE OF TEXAS, IN DOCUMENT NUMBER 1308177, OFFICIAL PUBLIC RECORDS, HIDALGO COUNTY TEXAS, AS LOCATED AT 2921 E. MONTE CRISTO ROAD, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

WHEREAS, such development is not detrimental to the Neighborhood Commercial Uses in the surrounding area; and

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

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

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

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in

question, would best be used and developed, because of changing conditions for General Commercial Uses. The conditions that exist are:

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of February 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: February 3, 2026
PUBLIC HEARINGS
Agenda Item No: 7.D.
Rezoning Request - Erica Nava

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Agriculture & Open Space (AO) District, Being Four Tracts of Land, Being all of Lot 12, Monte Cristo Heights, Located at 1008 Monte Cristo Heights Road, as Requested by Erica Nava. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located at the no-through road of Monte Cristo Heights Road. The property is currently zoned Residential, Suburban (RS) District. This district is suburban in nature, characterized by a balance between landscape and buildings. The requested zoning is Agriculture & Open Space (AO) District. This district is typically rural in character with few buildings and cultivation that allows long views to the horizon. It is intended to support agriculture and agriculture-supported uses as the primary use of land, and restricts uses or activities that interfere with agriculture or are incompatible because the users are negatively impacted by noise, dirt, or odors associated with agriculture. This property has a total frontage of approximately 50 feet along Monte Cristo Heights Road and a lot depth of approximately 774.90 for a total area of approximately 17.52 acres. Currently the property sits vacant. The applicant is wanting to utilize the property for agricultural uses.

Adjacent zoning is Residential, Primary (RP) District to the north, Residential, Suburban (RS) District to the east, Agriculture & Open Space (AO) District to the south. Property located to the west is outside City Limits of Edinburg. Surrounding land uses consists of single-family residential homes and vacant land. The future land use designation for this property is for Suburban Uses.

Staff mailed a notice of the public hearing to 26 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 14, 2026.

On December 22, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On January 8, 2026, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request.

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/08/2026
CITY COUNCIL – 02/03/2026
DATE PREPARED – 12/22/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Suburban (RS) District to Agriculture & Open Space (AO) District

APPLICANT: Erica Nava

AGENT: Not Applicable

LEGAL: Being Four Tracts of Land, Being all of Lot 12, Monte Cristo Heights

LOCATION: Located at 1008 Monte Cristo Heights Road

LOT/TRACT SIZE: 17.52 acres

CURRENT USE: Vacant

PROPOSED USE: Agriculture & Open Space (AO) District

EXISTING ZONING: Residential, Suburban (RS) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Agriculture & Open Space (AO) District
East – Residential, Suburban (RS) District
West – Outside City Limits of Edinburg

LAND USE PLAN: Suburban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Agriculture & Open Space (AO) District

REZONING REQUEST
ERICA NAVA

EVALUATION

The following is the staffs evaluation of the request:

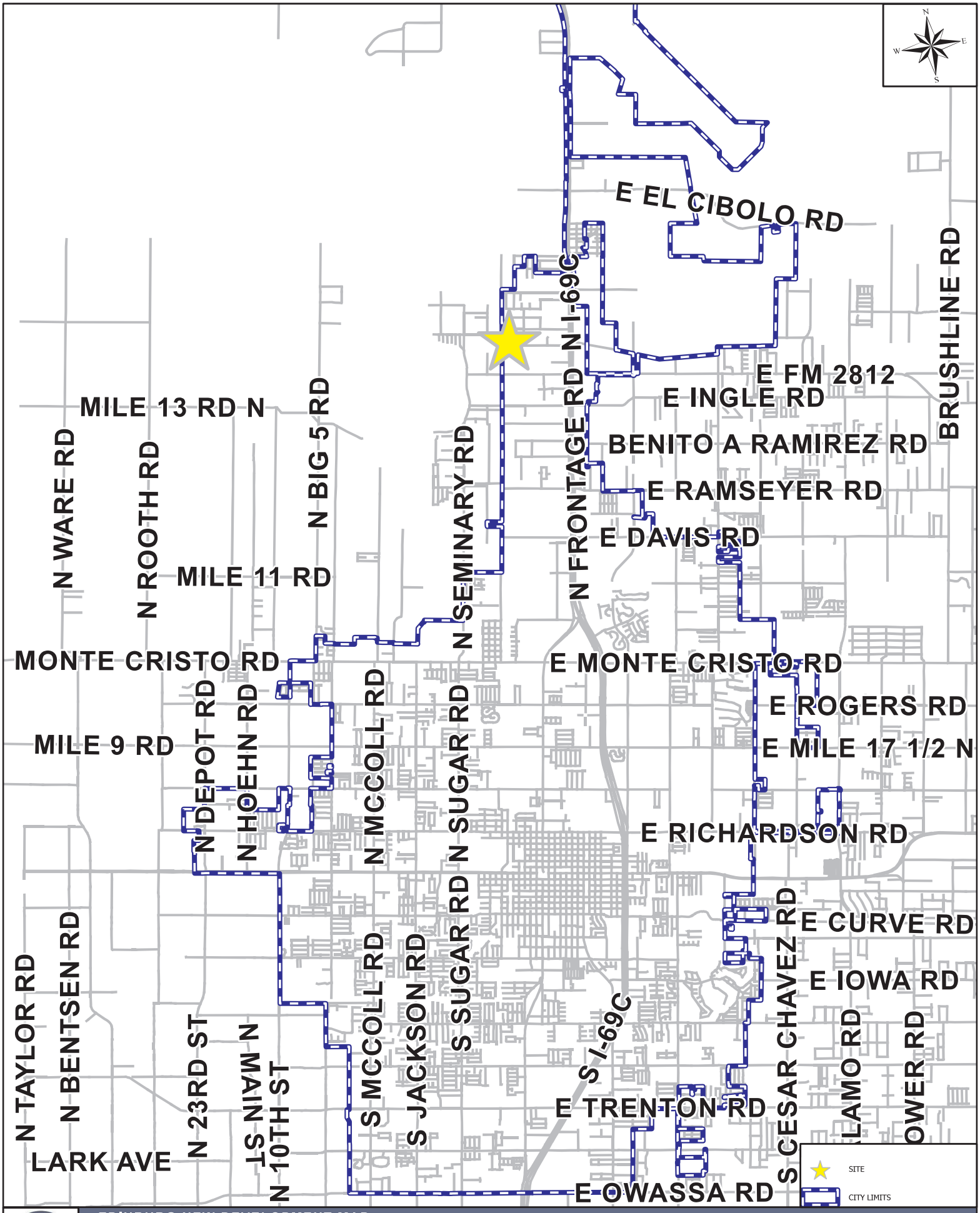
1. The land is currently located at the end of Monte Cristo Heights Road and is vacant.

2. Surrounding land consists of single family residential uses and vacant land.

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

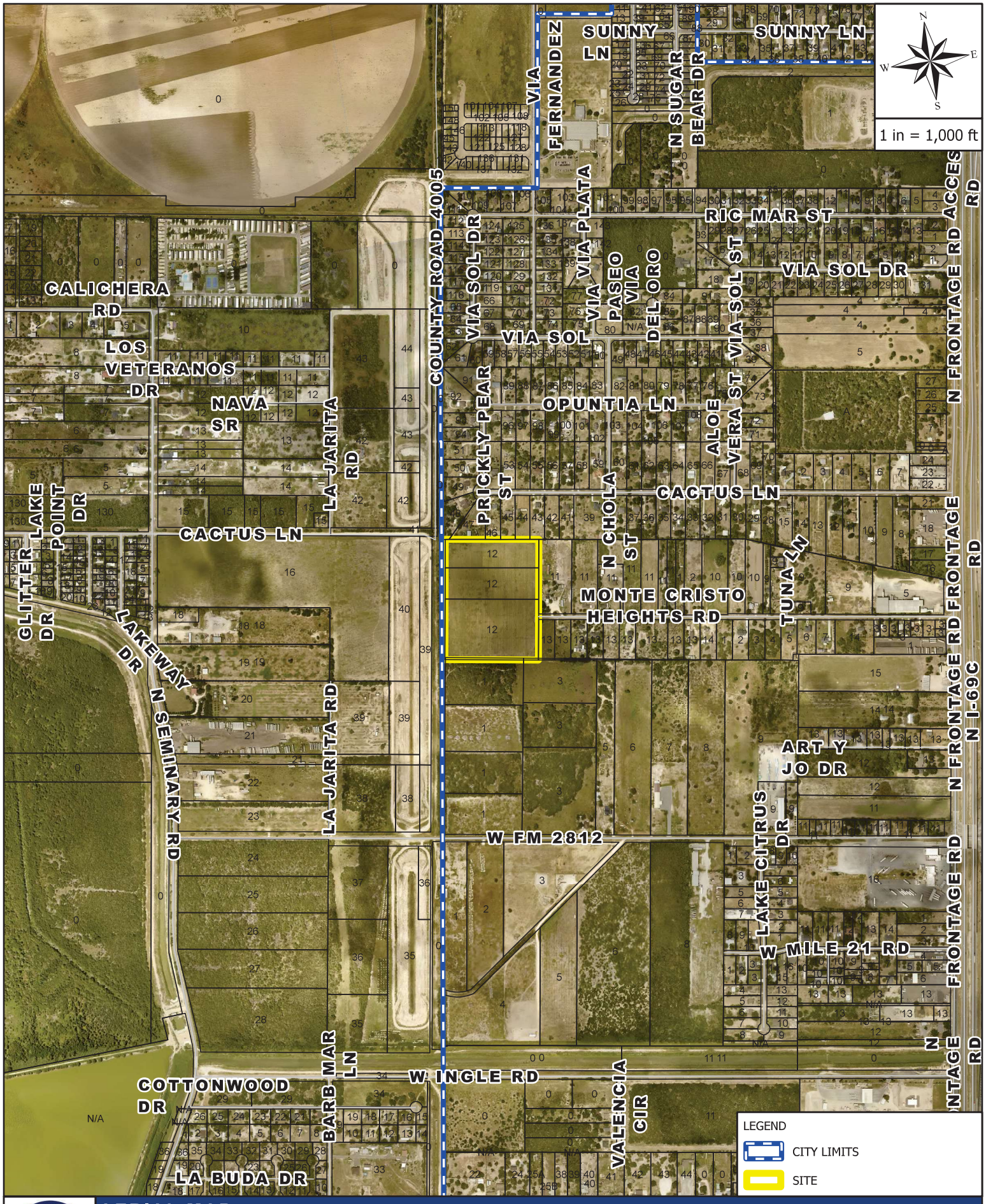
Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Agriculture & Open Space (AO) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision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

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, December 19, 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 14, 2026.



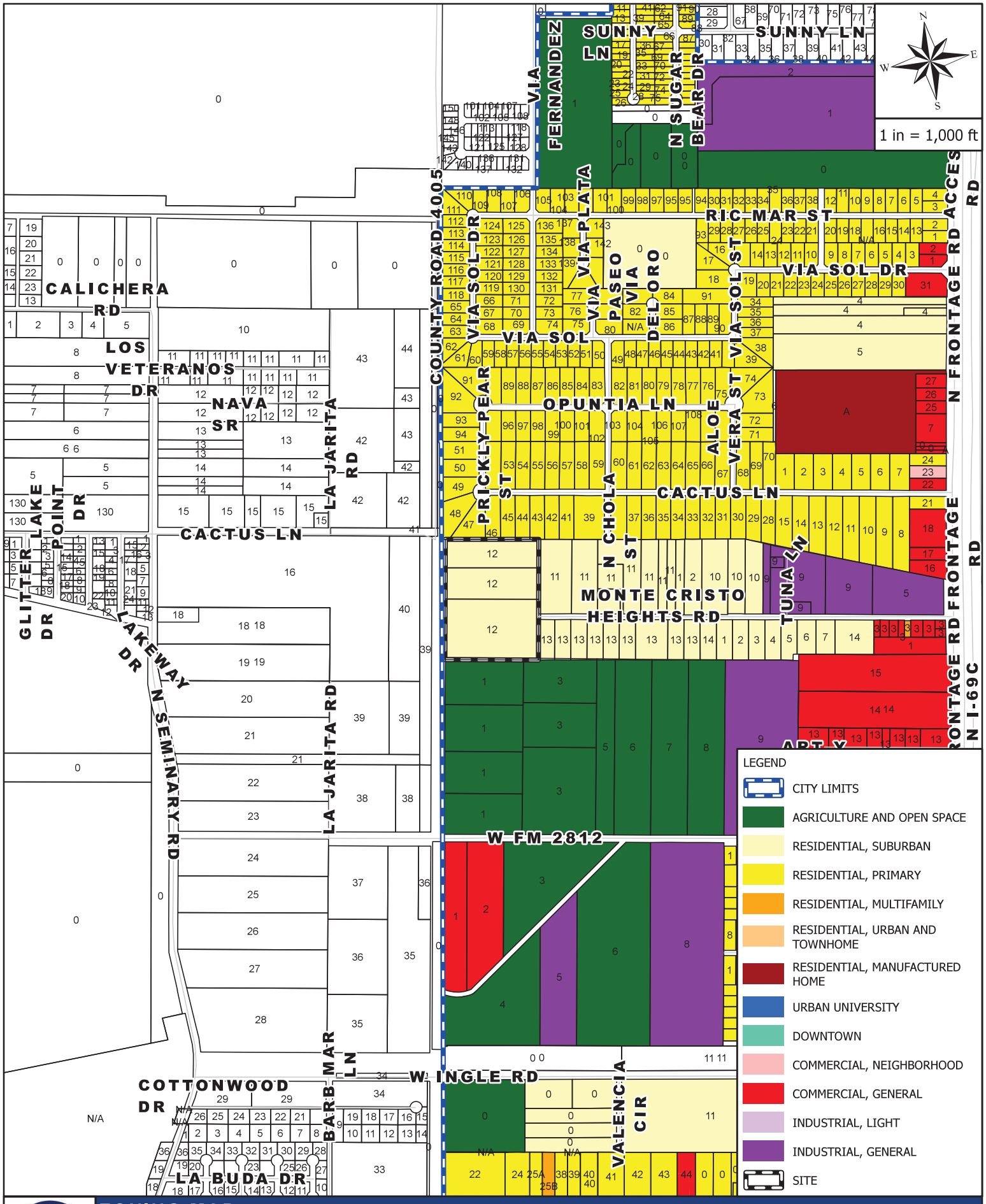
EDINBURG NEW DEVELOPMENT MAP

1008 MONTE CRISTO HEIGHTS RD



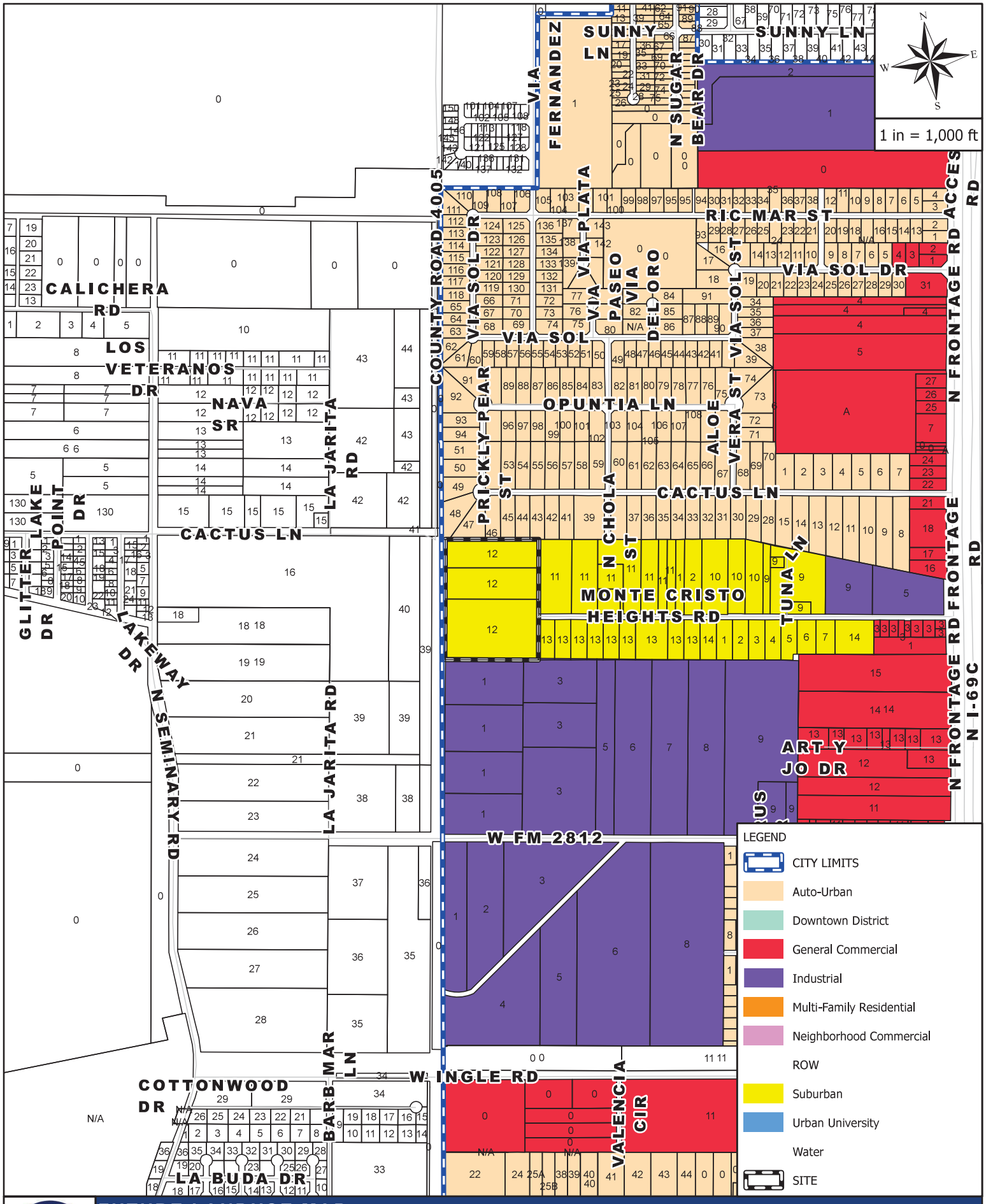
AERIAL MAP

1008 MONTE CRISTO HEIGHTS RD



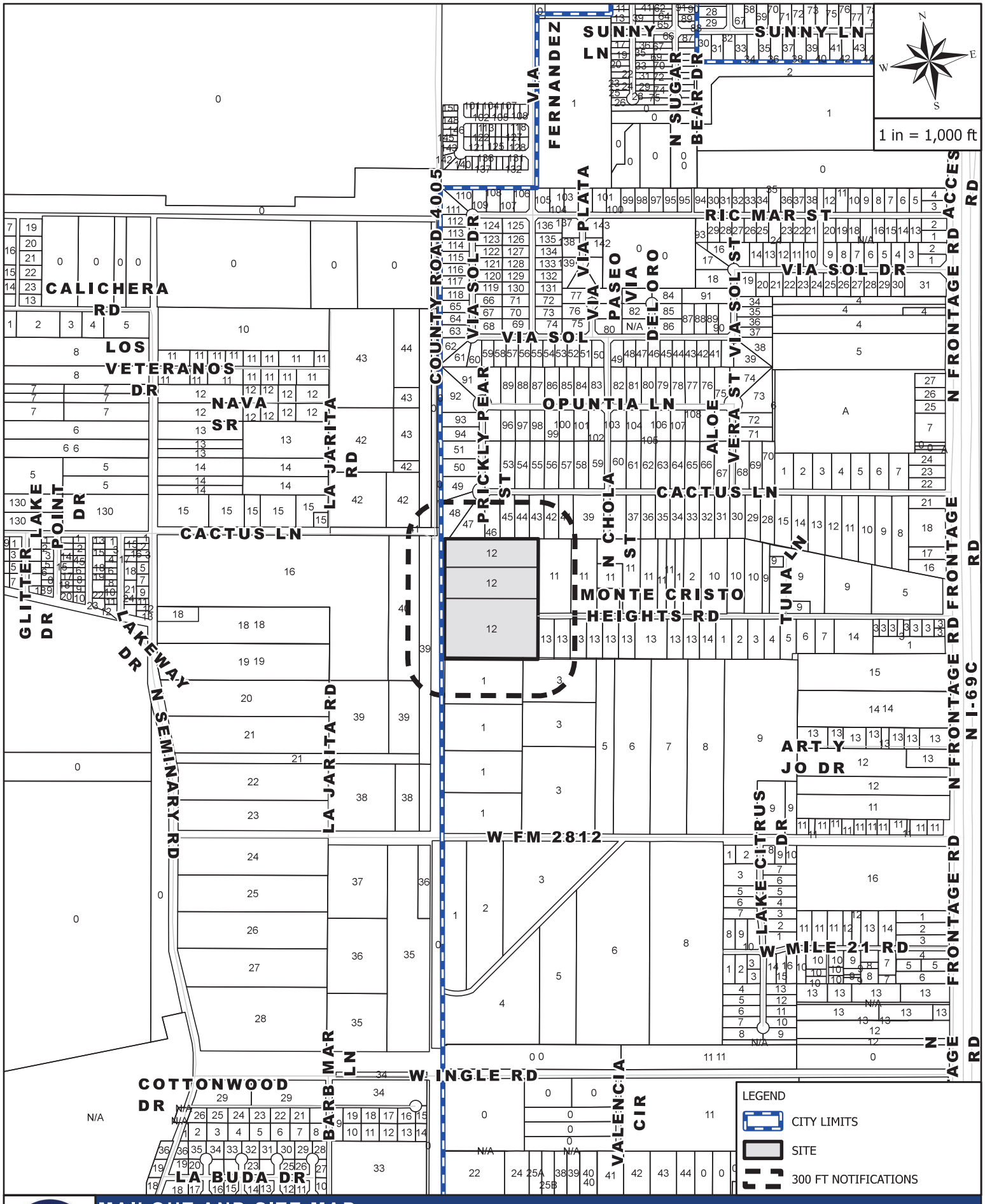
ZONING MAP

1008 MONTE CRISTO HEIGHTS RD



FUTURE LANDUSE MAP

1008 MONTE CRISTO HEIGHTS RD



THE CITY OF EDINBURG TEXAS

MAILOUT AND SITE MAP

1008 MONTE CRISTO HEIGHTS RD

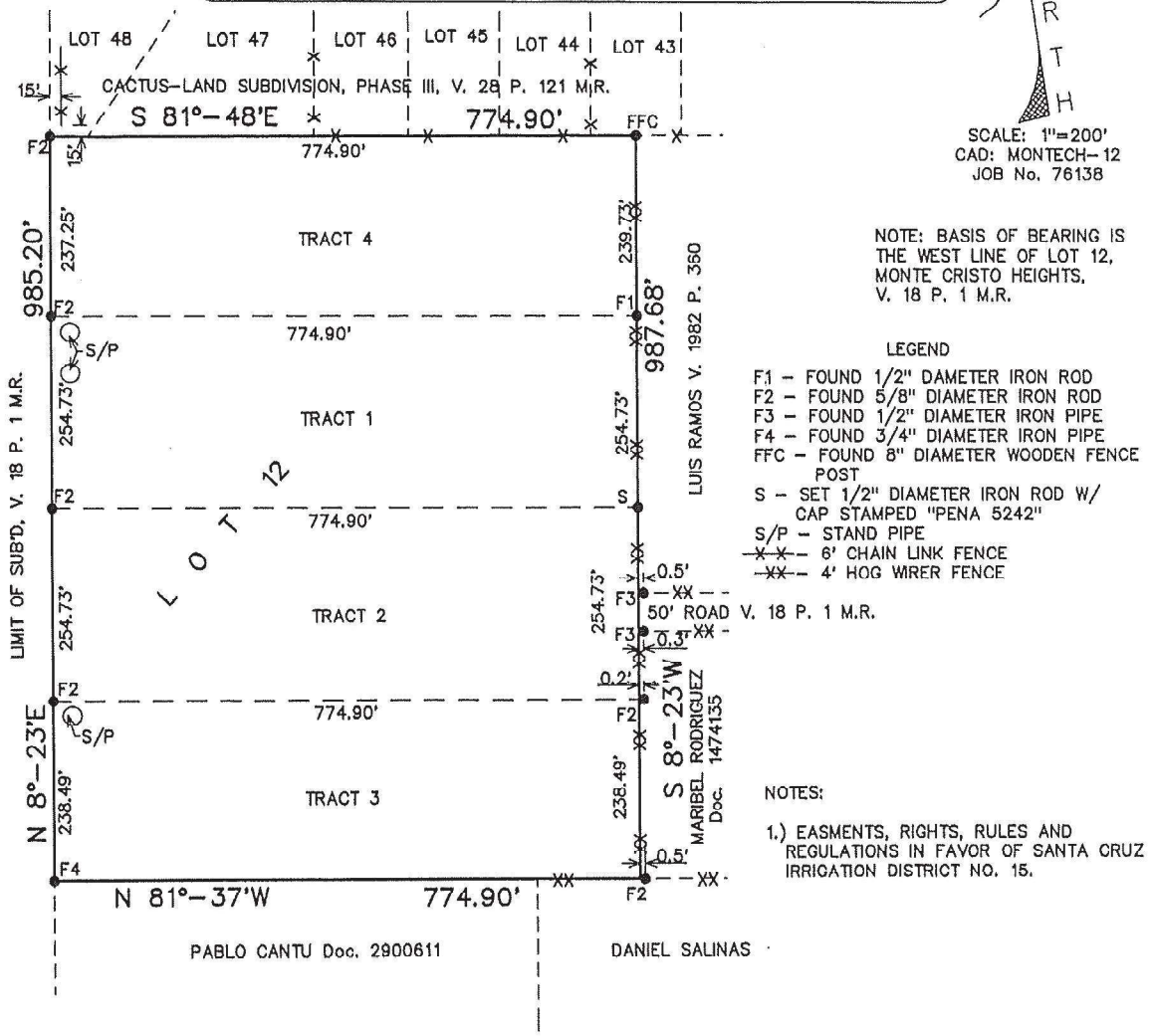
Rezoning Request Site Photo

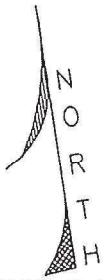
Erica Nava

1008 Monte Cristo Heights Rd

PEÑA ENGINEERING

FIRM #10087200 • 1001 WHITEWING • P.O. BOX 4320
(956) 682-8812 • McALLEN, TEXAS 78502 • FAX (956) 631-PENA





SCALE: 1"=200'
CAD: MONTECH-12
JOB No. 76138

NOTE: BASIS OF BEARING IS THE WEST LINE OF LOT 12, MONTE CRISTO HEIGHTS, V. 18 P. 1 M.R.

LEGEND

F1 – FOUND 1/2" DIAMETER IRON ROD
F2 – FOUND 5/8" DIAMETER IRON ROD
F3 – FOUND 1/2" DIAMETER IRON PIPE
F4 – FOUND 3/4" DIAMETER IRON PIPE
FFC – FOUND 8" DIAMETER WOODEN FENCE POST
S – SET 1/2" DIAMETER IRON ROD W/ CAP STAMPED "PENA 5242"
S/P – STAND PIPE
-X-X- 6' CHAIN LINK FENCE
-XX- 4' HOG WIRER FENCE

NOTES:

1.) EASMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF SANTA CRUZ IRRIGATION DISTRICT NO. 15.

BUYER'S NAME: ERICA D. NAVA

FLOOD ZONE: By GRAPHICAL PLOTTING COMMUNITY PANEL NUMBER: 480338 0005 E
MAP REVISED: JUNE 6, 2000 (LOMR: MAY 14, 2001)

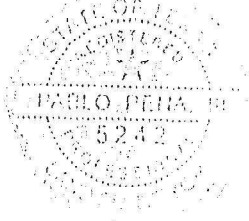
☒ Zone "AE" – This is to certify that this property is in a flood prone area.
☐ Zone "B" – This is to certify that this property is not in a flood prone area. However limits between the 100 year and 500 year flood are subject to flooding with average depths less than one foot.
☐ Zone "C" – This is to certify that this property is not in a flood prone area.

I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown, © copyright 2022 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied to copy this Survey. Survey valid only if print has original seal and signature.

ADDRESS: _____

LEGAL DESCRIPTION: FOUR TRACTS OF LAND BEING ALL OF LOT 12, MONTE CRISTO HEIGHTS, HIDALGO COUNTY, TEXAS,

ACCORDING TO THE MAP RECORDED IN VOLUME 18 PAGE 1
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.



Pablo Peña

1-25-2022
DATE

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO AGRICULTURE & OPEN SPACE (AO) DISTRICT, BEING FOUR TRACTS OF LAND, BEING ALL OF LOT 12, MONTE CRISTO HEIGHTS, LOCATED AT 1008 MONTE CRISTO HEIGHTS ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District and Agriculture & Open Space (AO) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Four Tracts of Land, Being All of Lot 12, Monte Cristo Heights, Located at 1008 Monte Cristo Heights Road from Residential, Suburban (RS) District to Agriculture & Open Space (AO) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 8, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on February 3, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City

Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of February 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: February 3, 2026
PUBLIC HEARINGS
Agenda Item No: 7.E.
Rezoning Request- Daniel Ramos

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being Lot 12, Villa Del Sol Subdivision, Located at 1021 Sundance Drive, as Requested by Daniel Ramos. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located at the north corner of Sundance Drive and Seadrift Drive. The property is currently zoned Agriculture and Open Space (AO) District. This district is typically rural in character with few buildings and cultivation that allows long views to the horizon. It is intended to support agriculture and agriculture-supported uses as the primary use of land, and restricts uses or activities that interfere with agriculture or are incompatible because the users are negatively impacted by noise, dirt, or odors associated with agriculture. This property was annexed into the City of Limits of Edinburg on March 17, 2015. The requested zoning is Residential, Primary (RP) District. The district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. This property has a total frontage of 60 feet along Sundance Drive and a lot depth of 140 feet for a total area of approximately 8,400 square feet. Currently the property sits vacant. The applicant is wanting to utilize the property for a single-family residential home.

Adjacent zoning is Agriculture & Open Space (AO) District to the south, east and west, and Residential, Primary (RP) District to the north. Surrounding land uses consists of single-family residential homes and vacant land. The future land use designation for this property is for Auto Urban Uses.

Staff mailed a notice of the public hearing to 42 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 14, 2026.

On December 22, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On January 8, 2026, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request.

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/08/2026
CITY COUNCIL – 02/03/2026
DATE PREPARED – 12/22/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Daniel Ramos

AGENT: Not Applicable

LEGAL: Lot 12, Villa Del Sol Subdivision

LOCATION: Located at 1021 Sundance Drive

LOT/TRACT SIZE: 8,400 square feet

CURRENT USE: Vacant

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Agriculture & Open Space (AO) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Agriculture & Open Space (AO) District
East – Agriculture & Open Space (AO) District
West – Agriculture & Open Space (AO) District

LAND USE PLAN: Auto Urban Uses

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

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

REZONING REQUEST
DANIEL RAMOS

EVALUATION

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

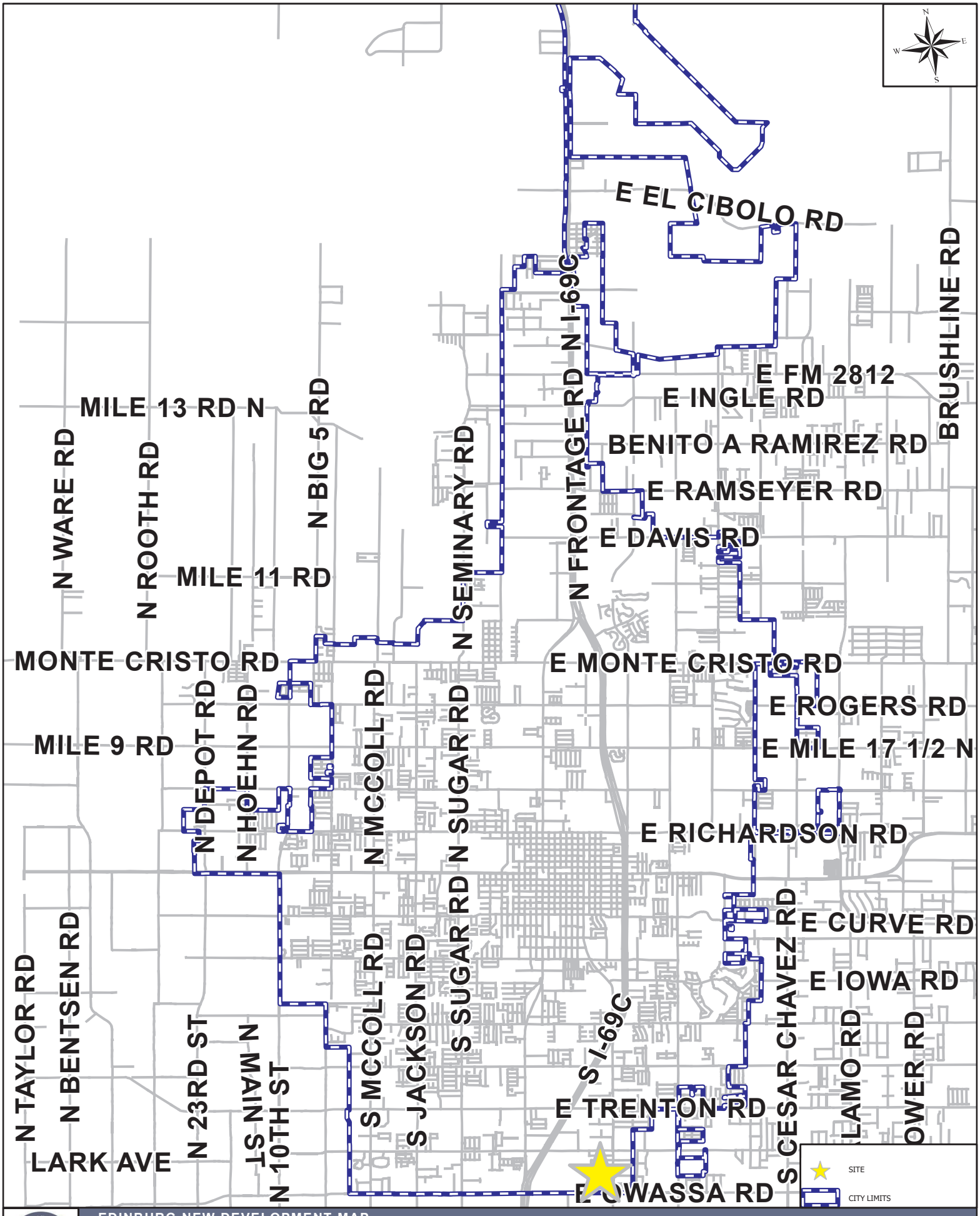
1. The land is currently located within a single family residential neighborhood.

2. Surrounding land consists of single family residential uses and vacant land.

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

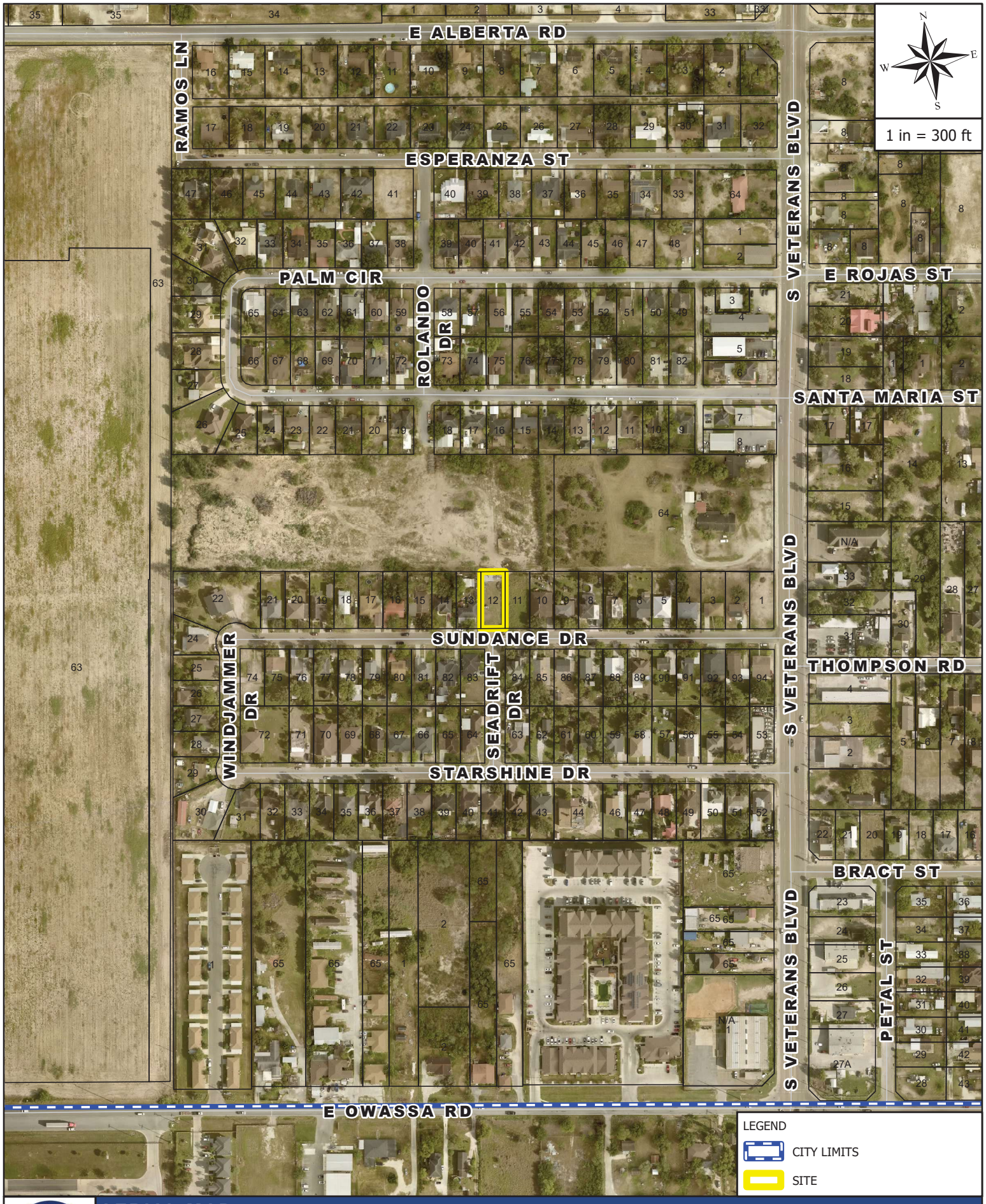
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision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

Staff mailed a notice of the public hearing to 42 neighboring property owners on Friday, December 19, 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 14, 2026.



EDINBURG NEW DEVELOPMENT MAP

1021 SUNDANCE DR

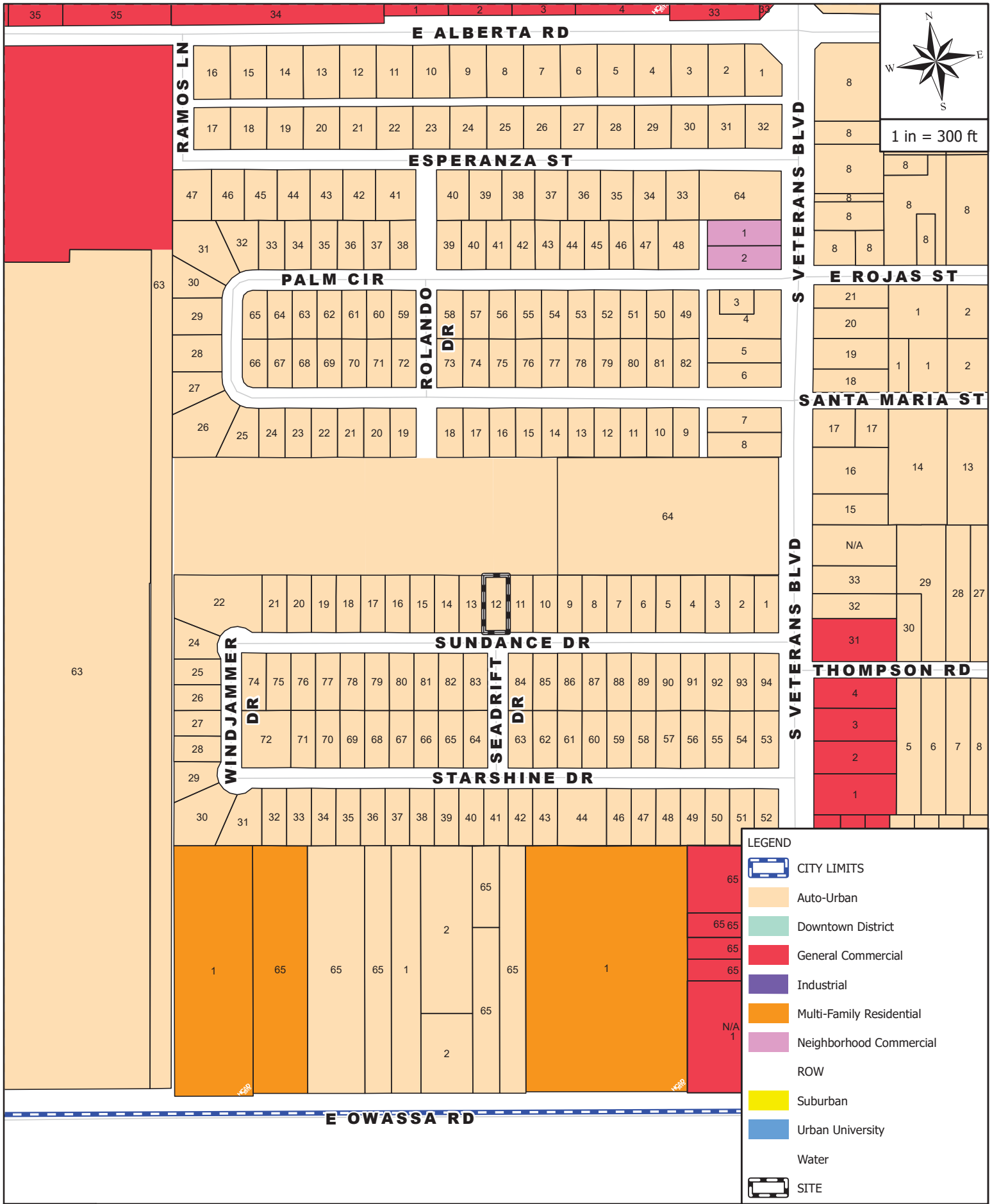


AERIAL MAP

1021 SUNDANCE DR

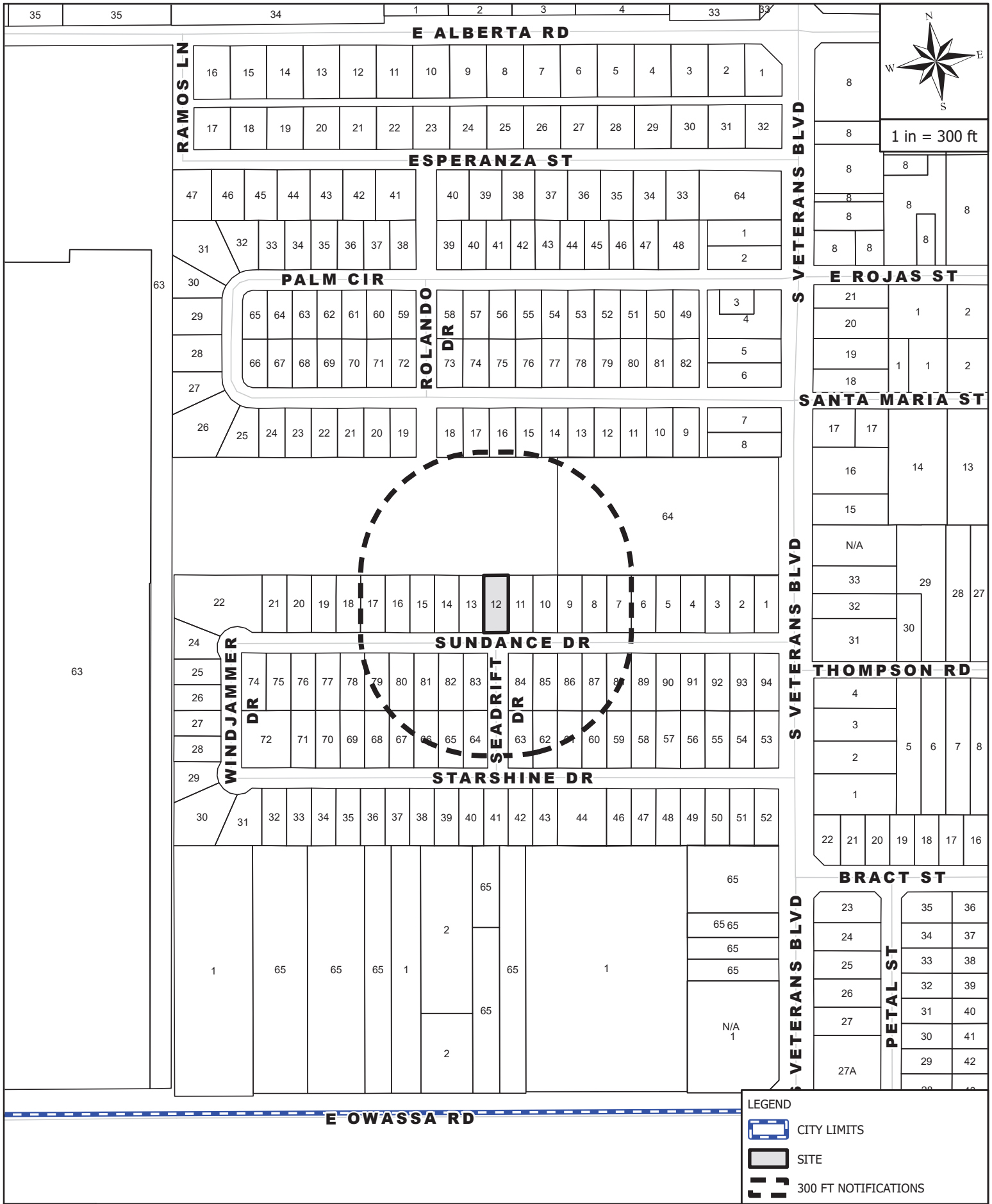
ZONING MAP

1021 SUNDANCE DR



FUTURE LANDUSE MAP

1021 SUNDANCE DR



MAILOUT AND SITE MAP

1021 SUNDANCE DR

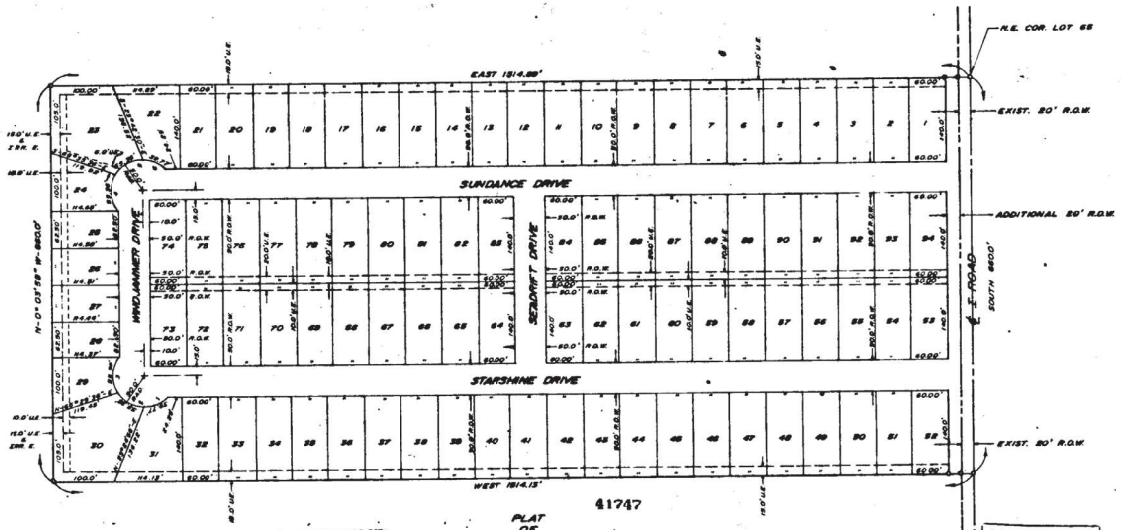
Rezoning Request Site Photo

Daniel Ramos
1021 Sundance Dr

VOL. 22 PAGE 193

CURVE — DATA					
CURVE NO.	DELTA	TANGENT	LENGTH	CHORD	RADIUS
1 & 6	48° 24' 52"	41.8'	33.77'	32.73'	50'
2 & 5	83° 28' 08"	50.00'	72.84'	66.51'	50'
3 & 4	83° 28' 08"	50.00'	72.84'	66.51'	50'

SCALE: 1"=100'



PLAT
OF
VILLA DEL SOL
A 22.94 ACRE SUBDIVISION
OF THE
NORTH 1/2 OF LOT 65
KELLY PHARR SUBDIVISION
HIDALGO COUNTY, TEXAS

FILED FOR RECORD THIS 30th DAY OF Nov. A.D. 1982 AT 4:45 O'CLOCK P.M.
1982

Recorded in Book 22 Page 193 of this map records of Hidalgo County, Texas
Holden and Hunt, Inc.
County Surveyors

APPROVED
FOR RECORDING
Hidalgo Co. Hwy. & Right of Way Dept.
By: Tona Walker
Date Nov. 30, 1982

STATE OF TEXAS
COUNTY OF HIDALGO
KNOWN TO ALL MEN BY THESE PRESENTS

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS VILLA DEL SOL SUBDIVISION TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERE TO, HEREBY DEDICATE TO THE USE OF THE PUBLIC, ALL STREETS, ALLEYS AND EASEMENTS THEREON SHOWN, FOR PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, THE ABOVE NAMED OWNER, KNOWN TO ME TO BE THE PERSON WHOM NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE PURPOSES AND CONSIDERATIONS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF March, 1982.

Cynthia L. Marchant
NOTARY PUBLIC
EXP: 12-4-85

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC SURVEYOR XXXX IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Samuel H. Faris
SAMUEL H. FARIS

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

ATTEST: Bill Fahlbusch
SECRETARY

Geo. S. Dimble
H.C.I. DISTRICT NO. 2 PRESIDENT

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

DATE: May 10 1982

CHAIRMAN, PLANNING AND ZONING COMMISSION

THIS PLAT APPROVED BY THE HIDALGO COUNTY, CITY COMMISSION OF THE CITY OF EDINBURG, ON THIS THE 12th DAY OF _____, A.D., 1982

CHECKED FOR DRAINAGE
BY: Wal. D. Bain

ATTEST: Irma N. Garcia
CITY SECRETARY

RICHARD R. FLAMIA, MAYOR

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
THIS THE 30th DAY OF Nov 1982
SANTOS TATAMA County Clerk
Hidalgo County, Texas
By: _____

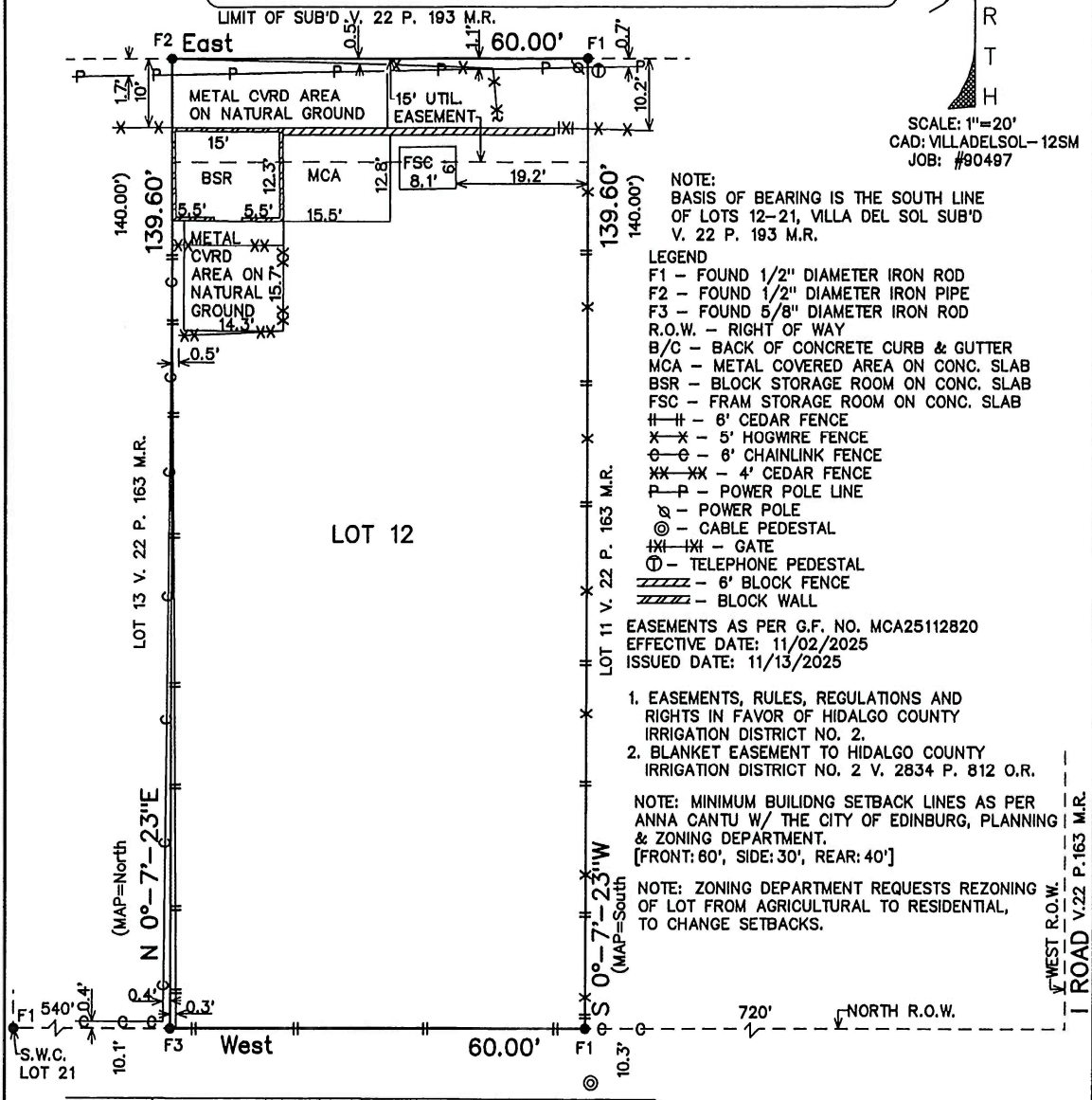
VILLA DEL SOL SUBDIVISION

Phase II ENGINEERING
PHONE (512) 781-9857
P.O. BOX 606 PHARR, TEXAS

DATE REVISED 11-5-81
SCALE 1"=100'
JOB NO. E-81-183
CHECKED BY
DRAWN BY WB

PEÑA ENGINEERING

FIRM #10087200 · 1001 WHITEWING · P.O. BOX 4320
(956) 682-8812 · McALLEN, TEXAS 78502 · FAX (956) 631-PENA



N O R T H

SCALE: 1"=20'
CAD: VILLADELSOL-12SM
JOB: #90497

NOTE:
BASIS OF BEARING IS THE SOUTH LINE OF LOTS 12-21, VILLA DEL SOL SUB'D V. 22 P. 193 M.R.

LEGEND
F1 – FOUND 1/2" DIAMETER IRON ROD
F2 – FOUND 1/2" DIAMETER IRON PIPE
F3 – FOUND 5/8" DIAMETER IRON ROD
R.O.W. – RIGHT OF WAY
B/C – BACK OF CONCRETE CURB & GUTTER
MCA – METAL COVERED AREA ON CONC. SLAB
BSR – BLOCK STORAGE ROOM ON CONC. SLAB
FSC – FRAM STORAGE ROOM ON CONC. SLAB
– 6' CEDAR FENCE
– 5' HOGWIRE FENCE
– 6' CHAINLINK FENCE
– 4' CEDAR FENCE
– POWER POLE LINE
– POWER POLE
– CABLE PEDESTAL
– GATE
– TELEPHONE PEDESTAL
– 6' BLOCK FENCE
– BLOCK WALL

EASEMENTS AS PER G.F. NO. MCA25112820
EFFECTIVE DATE: 11/02/2025
ISSUED DATE: 11/13/2025

1. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
2. BLANKET EASEMENT TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 V. 2834 P. 812 O.R.

NOTE: MINIMUM BUILIDNG SETBACK LINES AS PER ANNA CANTU W/ THE CITY OF EDINBURG, PLANNING & ZONING DEPARTMENT.
[FRONT: 60', SIDE: 30', REAR: 40']

NOTE: ZONING DEPARTMENT REQUESTS REZONING OF LOT FROM AGRICULTURAL TO RESIDENTIAL, TO CHANGE SETBACKS.

BUYER'S NAME: DANIEL RAMOS SALINAS AND MARISOL SALINAS

FLOOD ZONE: By GRAPHICAL PLOTTING COMMUNITY PANEL NO. 480334 0425 C
MAP REVISED: 11/16/1982

☐ Zone "A" – This is to certify that this property is in a flood prone area.
☐ Zone "B" – This is to certify that this property is not in a flood prone area. However limits between the 100 year and 500 year flood are subject to flooding with average depths less than one foot.
☒ Zone "C" – This is to certify that this property is not in a flood prone area.

I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown, © copyright 2025 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied to copy this Survey. Survey valid only if print has original seal and signature.

ADDRESS: 1021 SUNDANCE DRIVE EDINBURG, TEXAS 78542

LEGAL DESCRIPTION: LOT 12, VILLA DEL SOL SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS,

ACCORDING TO THE MAP RECORDED IN VOLUME 22 PAGE 193 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PABLO PEÑA III
5242

Pablo Peña III

11/12/2025
DATE

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING LOT 12, VILLA DEL SOL SUBDIVISION, LOCATED AT 1021 SUNDANCE DRIVE, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and Residential, Primary (RP) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Lot 12, Villa del Sol Subdivision, Located at 1021 Sundance Drive from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 8, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing

to consider said proposed revision would be held on February 3, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of February 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: February 3, 2026
PUBLIC HEARINGS
Agenda Item No: 7.F.
Rezoning Request - Melden and Hunt Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-Family (RM) District to Residential,Primary (RP) District, Being a Tract of Land Containing 21.575 Acres Out of Lots 21 and 25 East Retama Subdivision, Located at 4220 N. Seminary Road, as Requested by Melden and Hunt Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the east side of N. Seminary Road approximately 600 feet north of W. Monte Cristo Road. The property is currently zoned Residential, Multi-Family (RM) District. This district is a high intensity residential district intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot). The requested zoning is Residential, Primary (RP) District. This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. This property has a total frontage of 911.75 feet along N. Seminary Road and a lot depth of 87.59 feet for a total area of 21.575 acres. Currently the property sits vacant. The applicant is wanting to utilize the property for a single-family residential development.

Adjacent zoning is Residential, Primary (RP) District to the east, Commercial, General (CG) District to the south, Industrial, General (IG) District to the west, and Residential, Multi-Family (RM) District to the north. Surrounding land uses consists of single-family residential homes, industrial uses and vacant land. The future land use designation for this property is for Auto Urban Uses.

Staff mailed a notice of the public hearing to 36 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 14, 2026.

On December 22, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On January 8, 2026, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/08/2026
CITY COUNCIL – 02/03/2026
DATE PREPARED – 12/22/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District

APPLICANT: Melden and Hunt Inc.

AGENT: Not Applicable

LEGAL: Being a Tract of Land Containing 21.575 Acres out of Lots 21 and 25 East Retama Subdivision

LOCATION: Located at 4220 N. Seminary Road

LOT/TRACT SIZE: 21.575 Acres

CURRENT USE: Vacant

PROPOSED USE: Residential, Primary (RP) District

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

ADJACENT ZONING:
North – Residential, Multi-Family (RM) District
South – Commercial, General (CG) District
East – Residential, Primary (RP) District
West – Industrial, General (IG) District

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water

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

REZONING REQUEST
MELDEN AND HUNT INC.

EVALUATION

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

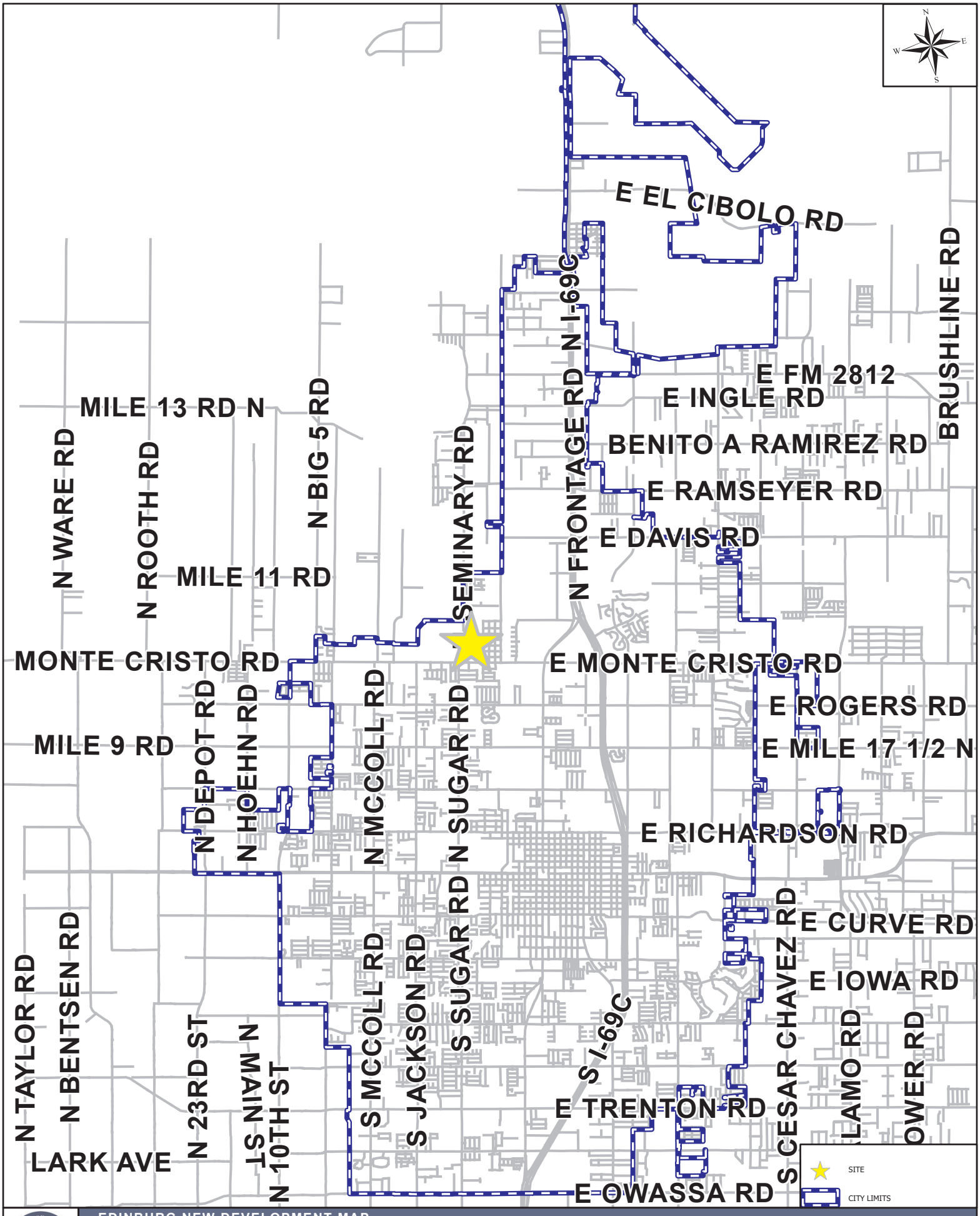
1. The applicant is wanting to utilize the property for ta single family residential development.

2. Surrounding land consists of single-family residential uses, industrial uses and vacant land.

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

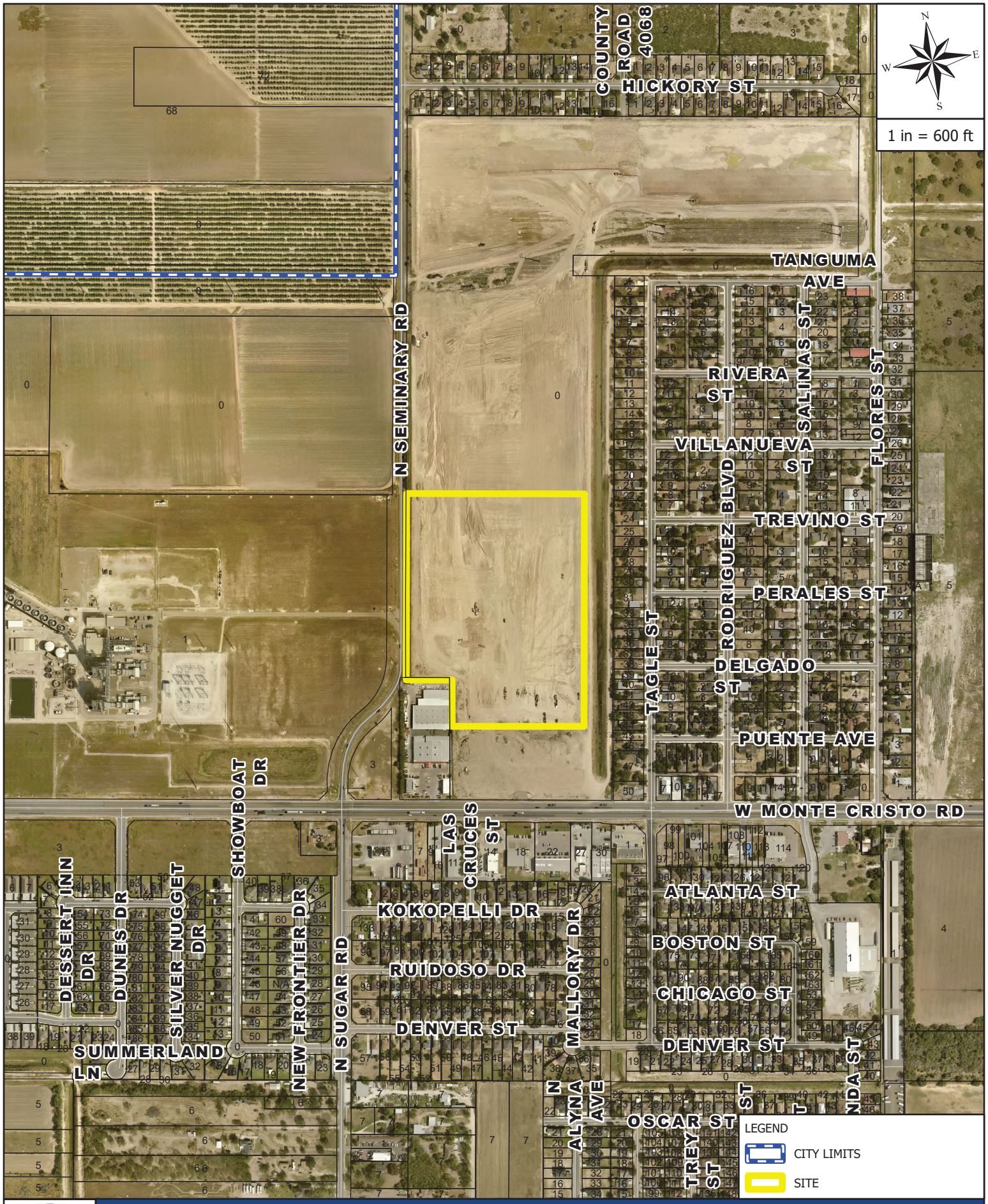
Staff recommends approval of the Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision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

Staff mailed a notice of the public hearing to 36 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 14, 2026.



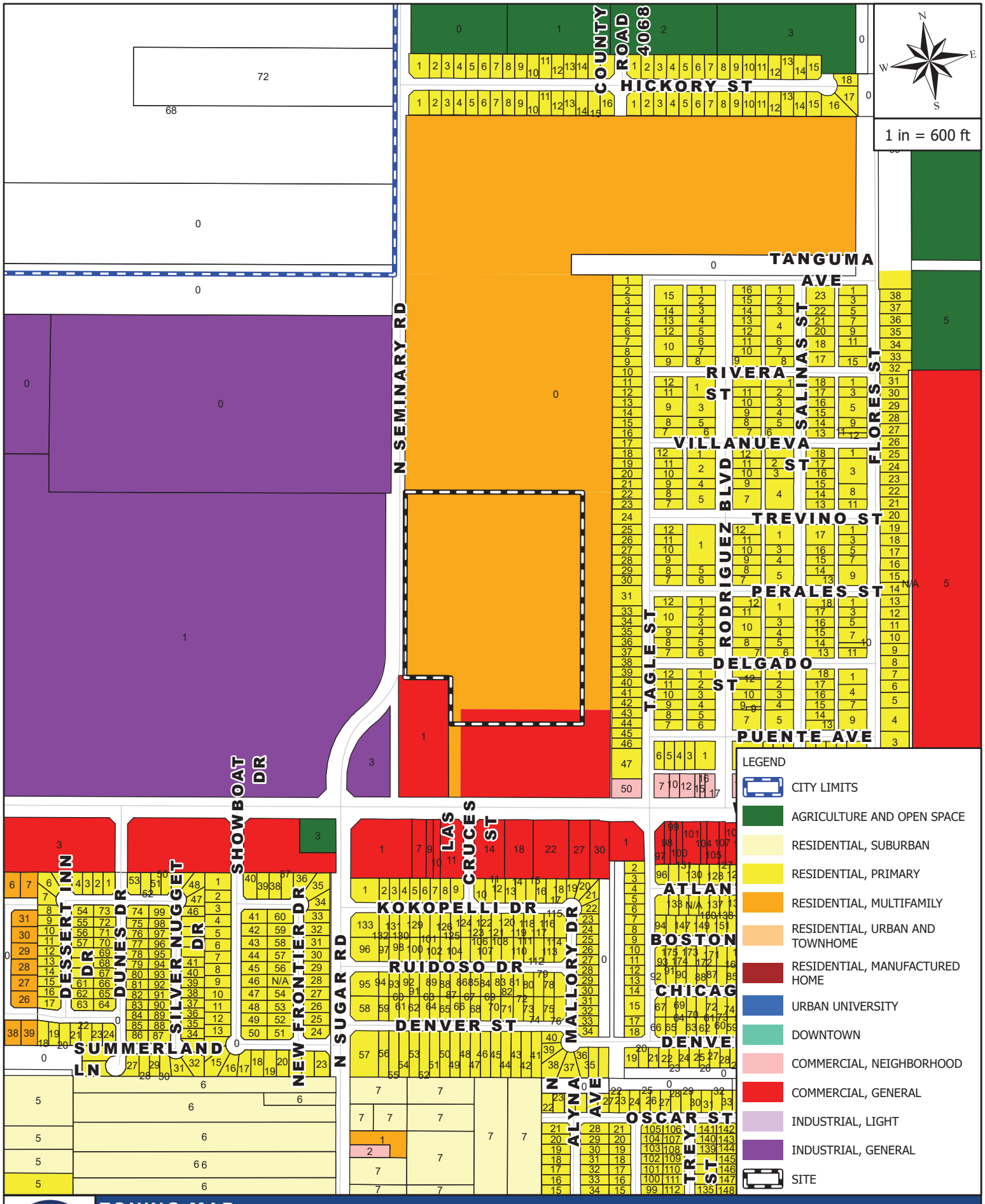
EDINBURG NEW DEVELOPMENT MAP

4220 N SEMINARY RD



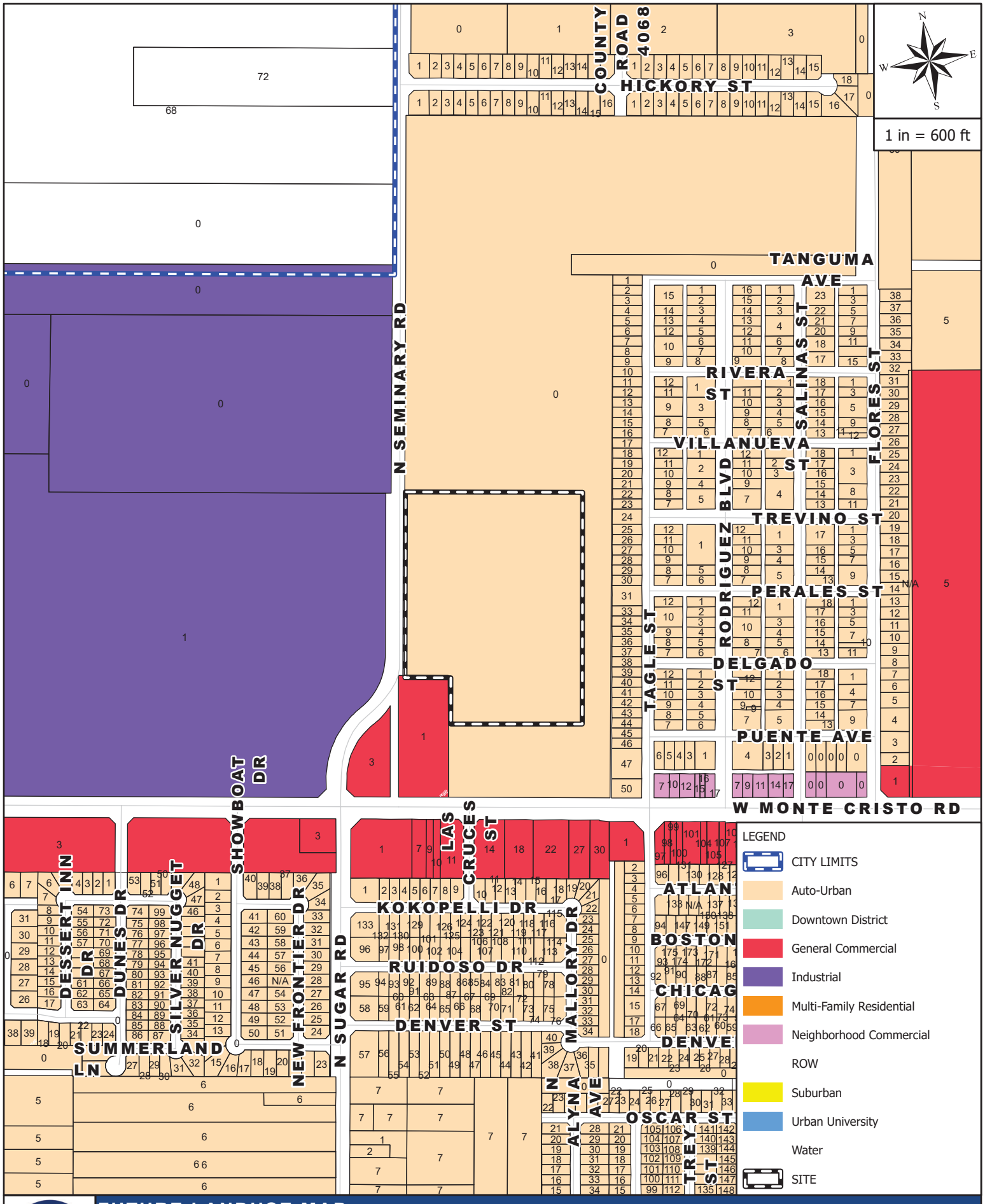
AERIAL MAP

4220 N SEMINARY RD



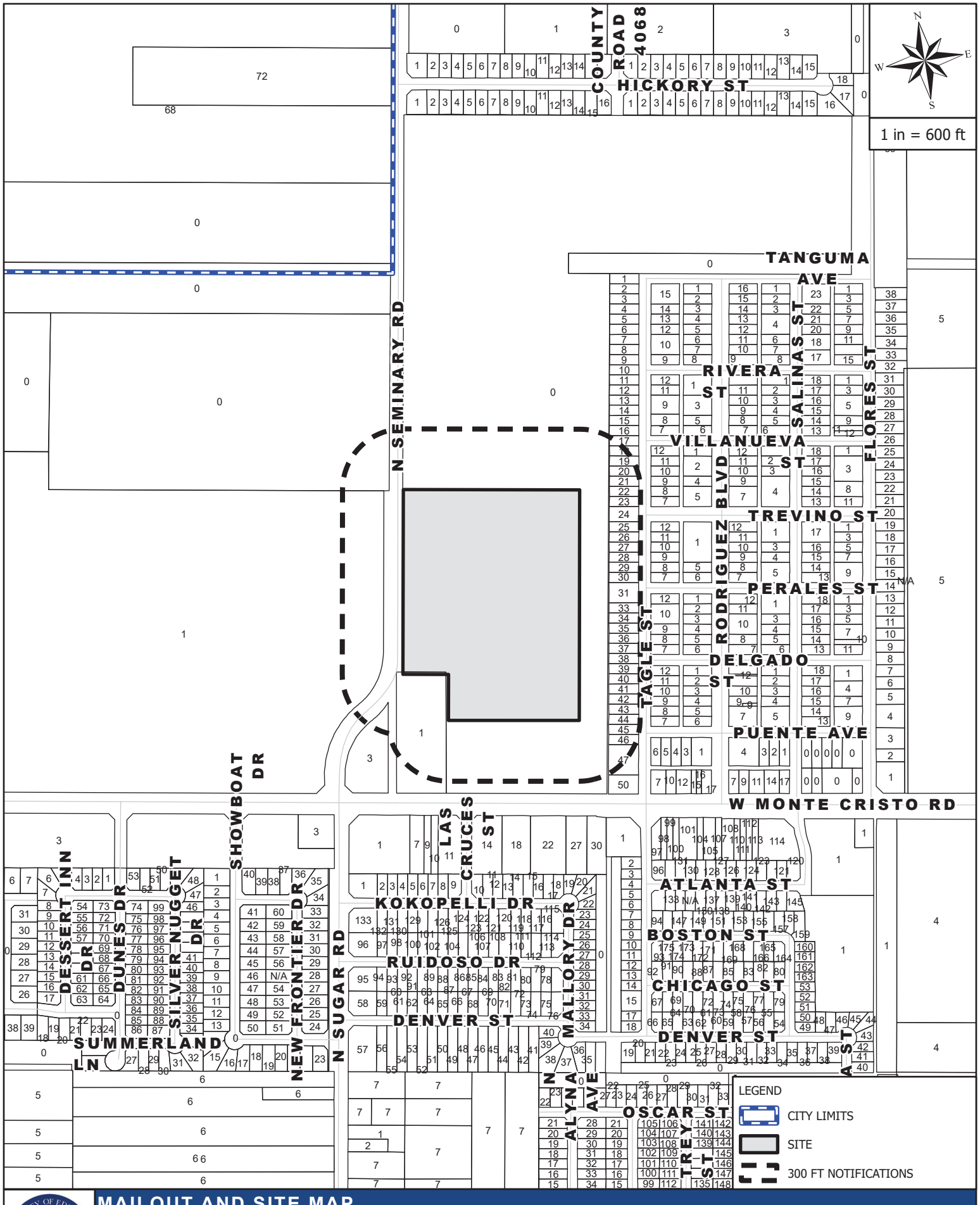
ZONING MAP

4220 N SEMINARY RD



FUTURE LANDUSE MAP

4220 N SEMINARY RD

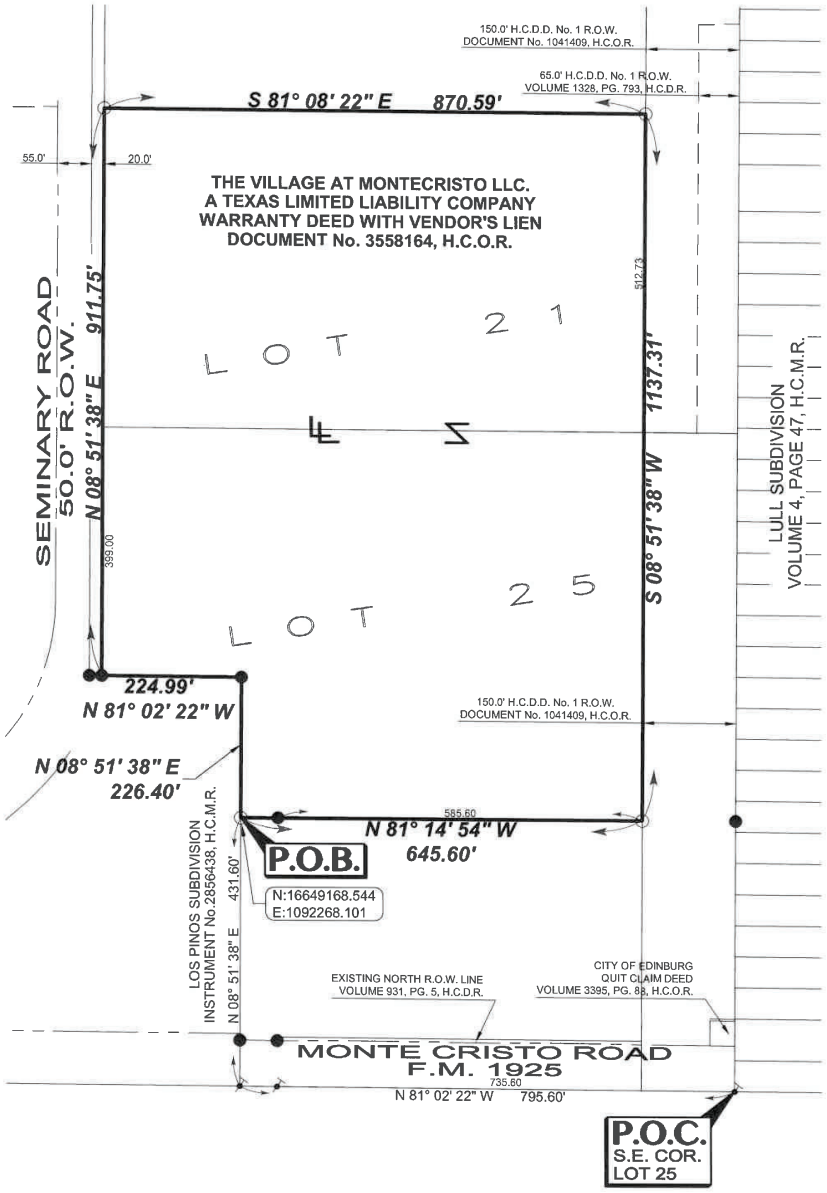


MAILOUT AND SITE MAP

4220 N SEMINARY RD

Rezoning Request Site Photo

Melden & Hunt, INC.
4220 N Seminary Rd



LEGEND

- ● FOUND No.4 REBAR
- ✎ FOUND PK NAIL
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.D. - HIDALGO COUNTY DRAINAGE DISTRICT
- S.E. COR. - SOUTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- A.c. - OF ONE ACRE
- Rd. - ROAD
- SAME OWNER
- LOT LINE

PLAT SHOWING 21.575 ACRES BEING OUT OF LOTS 21 AND 25, EAST RETAMA SUBDIVISION VOLUME 2, PAGE 57, H.C.M.R. CITY OF EDINBURG HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SEMINARY ROAD AND THE SOUTH NORTH LINE OF LOS PINOS SUBDIVISION, RECORDED UNDER INSTRUMENT No. 2856438, H.C.M.R., AND THE COTTON PICKER SPINDLE FOUND AT THE NORTHWEST CORNER OF DOCUMENT No. 2717878, H.C.O.R.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
5. MONTE CRISTO ROAD IS SHOWN AS AN EXPANSION HIGH SPEED PRINCIPAL ARTERIAL 150' AS PER THE RGV MPO U.M.A.P. (UNITED METROPOLITAN AREA PLANNING) THOROUGHFARE.
6. SEMINARY ROAD IS SHOWN AS AN EXISTING MINOR ARTERIAL 100' AS PER THE RGV MPO U.M.A.P. (UNITED METROPOLITAN AREA PLANNING THOROUGHFARE.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 07/03/2024 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 11/24/2025

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

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

DATE: 11/24/2025
JOB No. 24090.08
FILE NAME:
24.090 - 21.575 ACRES.DWG
DRAWN BY:J.R.C. / J.C. / M.L.S.

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

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ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING A TRACT OF LAND CONTAINING 21.575 ACRES OUT OF LOTS 21 AND 25 EAST RETAMA SUBDIVISION, LOCATED AT 4220 N. SEMINARY ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Multi-Family (RM) District and Residential, Primary (RP) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being a Tract of Land Containing 21.575 Acres Out of Lots 21 and 25 East Retama Subdivision, Located at 4220 N. Seminary Road from Residential, Multi-Family (RM) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 8, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission,

the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on February 3, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of February 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: February 3, 2026
VARIANCES
Agenda Item No: 8.A.
Subdivision Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 3,Section 3.102-B.3. Table 3.102-1, Single-Family Detached Lots and Building Standard for Rear Yard Setback, and Article 5, Section 5.206-A. Blocks, for Sapphire at La Sienna Phase II Subdivision, Being a Subdivision of 16.701 Acres Out of Lots 50, 51, and 52, Santa Cruz Ranch Subdivision, According to the Plat Thereof Recorded in Volume Z, Page 161, Hidalgo County Map Records, Located at 4498 La Sienna Pkwy, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located along La Sienna Parkway, and is within the City o fEdinburg City Limits. The 16.701 tract of land is currently going through the plat process, and the proposed development consists of 69 single-family residential lots. The preliminary plat approval for the Sapphire at La Sienna Ph. II was approved by the Planning and Zoning Commission on December 11, 2025. Melden and Hunt, Inc, on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Table 3.102-1
This requested variance is to Article 3, Table 3.102-1 as it applies to setbacks of the property. The developer is proposing a 10 foot rear yard setback. As per the Unified Development Code the rear yard setback for Residential, Primary (RP) District is 20 feet.

Variance Request: Section 5.206-A
This requested variance is to Article 5, Section 5.206-A as it applies to block lengths. The UDC states that no block may exceed 1,000 feet in length. The developer is requesting to exceed the block length past 1,000 feet to 1,655 feet.

On January 8, 2026, the Planning & Zoning Commission recommended, with a unanimous vote of 6-0, to approve the Subdivision Variance Request.

3. **Staff's Recommendation:**
Staff recommends denial of the variance request as increasing a block length makes it difficult for emergency services to reach their destination in the quickest manner possible and the current design provides ample buildable space and leaving minimal green area on the lots. If approved, the applicant would need to comply with all other requirements during the permitting process.

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

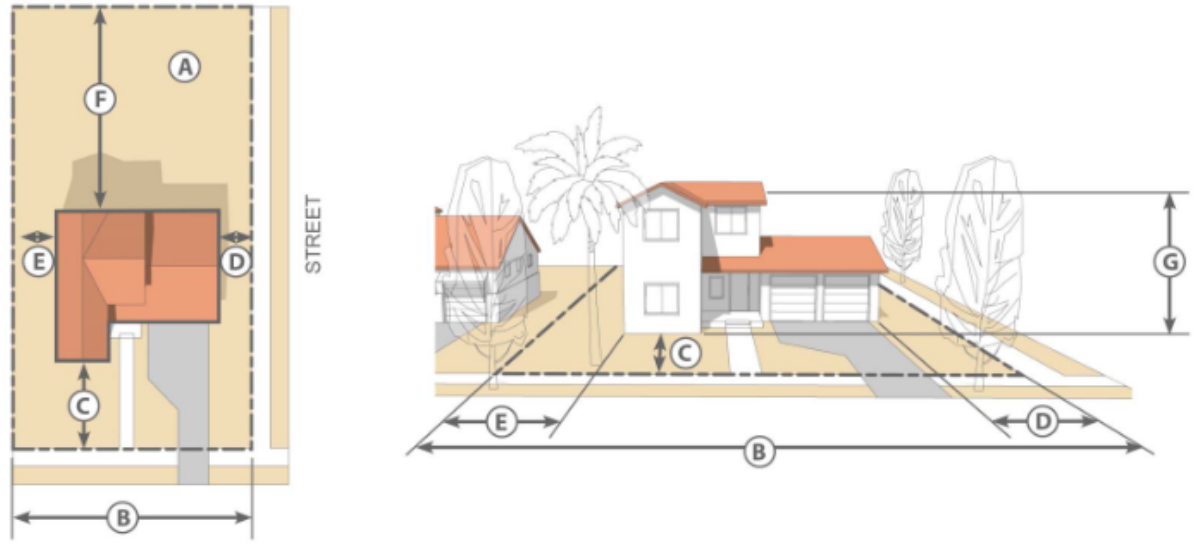
Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments

Attachments:
Unified Development Code
Development Map
Aerial Map
Site Map
Reduced Subdivision Plat

Figure 3.102-1
Single-Family Detached



A = Lot Area; B = Lot Width; C = Street Yard; D = Street Side Yard; E = Side Yard; F = Rear Yard; G = Building Height

Table 3.102-1
Single-Family Detached Lot and Building Standards

	Minimum						Maximum
Zoning District	Lot Area	Lot Width (ft)	Street Yard[1] (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Building Height (ft)
Agriculture and Open Space (AO)	5 ac.	300	60	30	30	40	35 / 60[2]
Residential, Suburban (RS)	15,000 sf	90	30	15	15	30	35
Residential, Primary (RP)	5,000 sf	50	20	10	6	20	35
Residential, Urban and Townhome (RM)[3]	4,000 sf	40	10 / 18[4]	10	6[5]	10 / 18[4]	35

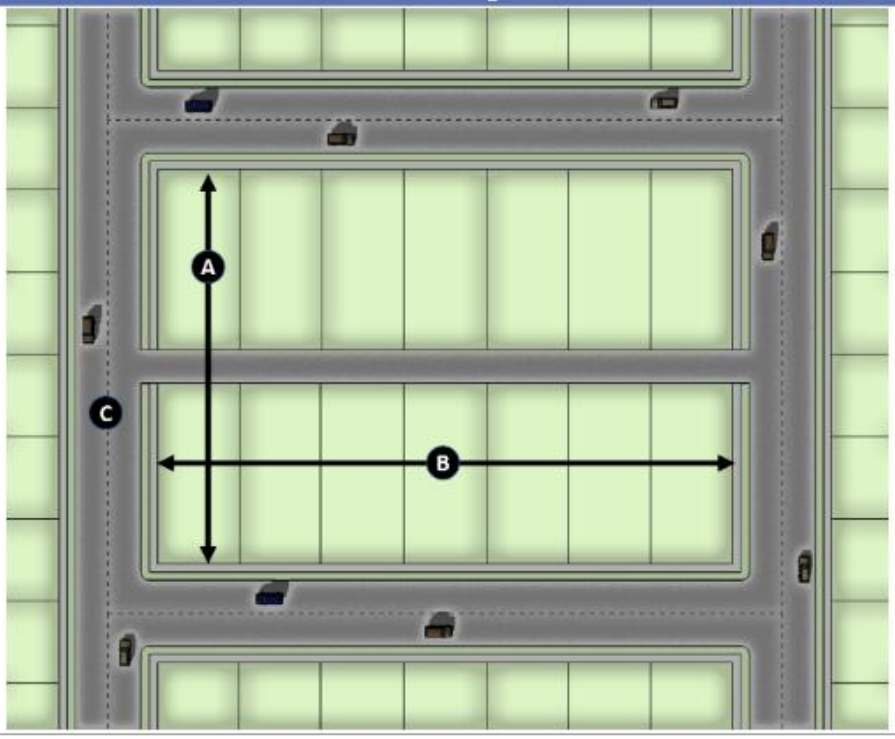
ARTICLE 5 - SUBDIVISION STANDARDS

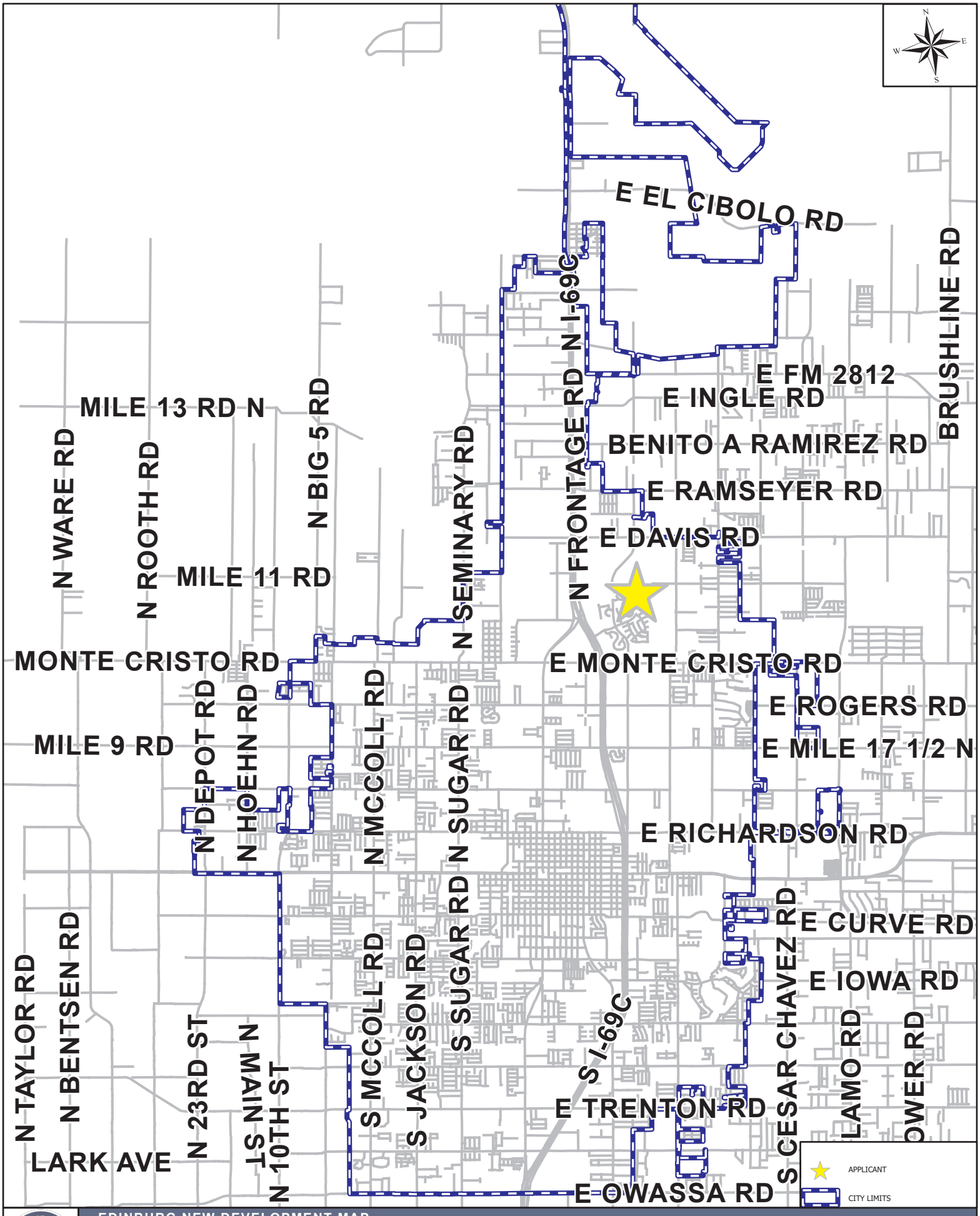
Division 5.200, Subdivision Design Standards

Sec. 5.206, Blocks

A. Block Length. Except in the AO and RS districts, no block may exceed 1,000 feet in length. The length, width, and shape of blocks should be determined with due regard to the provision of adequate sites for buildings of the type proposed, zoning requirements, fire access, emergency service, and police protection. In the RS district and in the ETJ, no block shall exceed 1,200 feet in length. There is no maximum block length in the AO district. See Figure 5.206-1., *Block Length*.

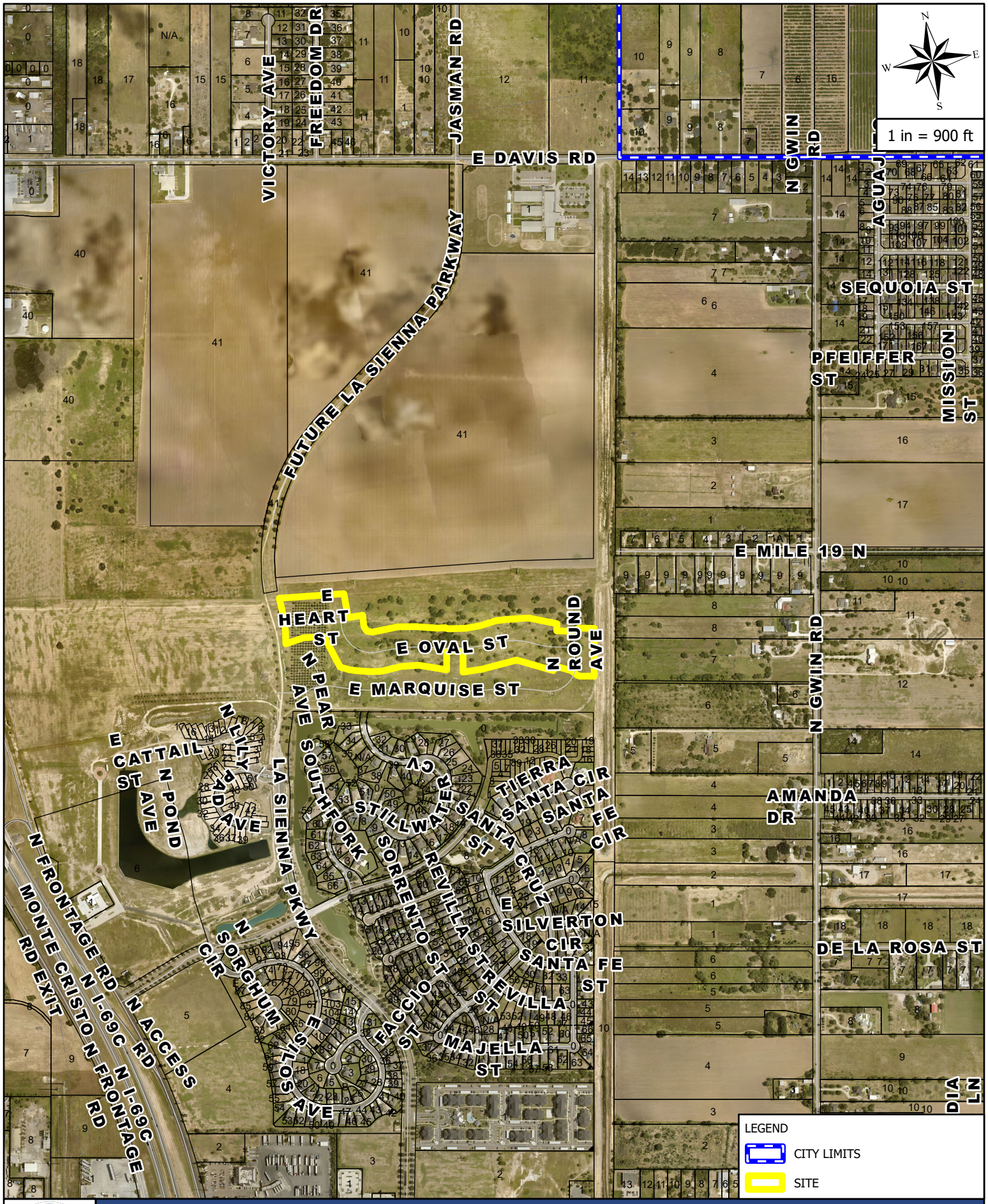
Figure 5.206-1
Block Length





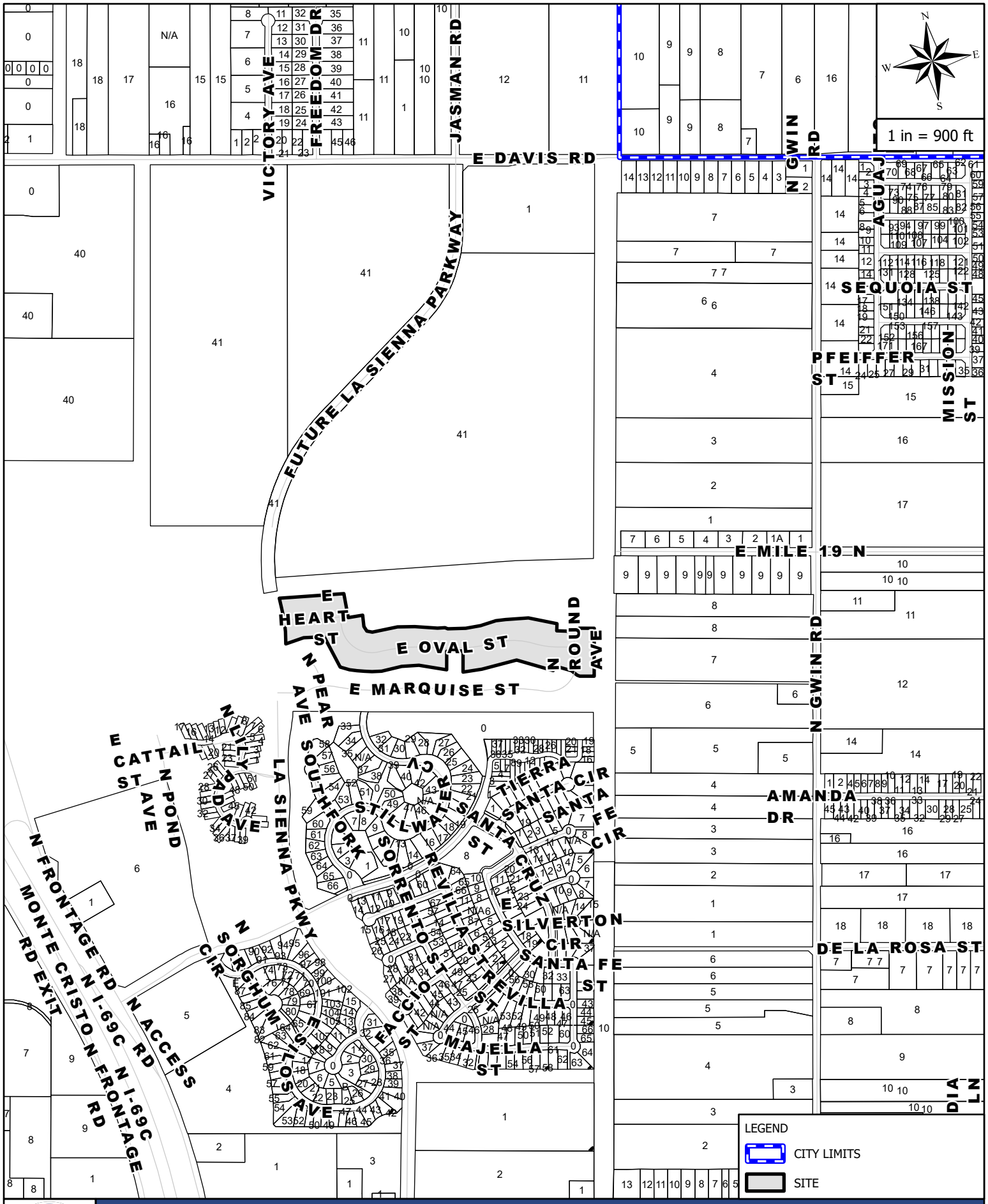
EDINBURG NEW DEVELOPMENT MAP

4498 LA SIENNA PKWAY



AERIAL MAP

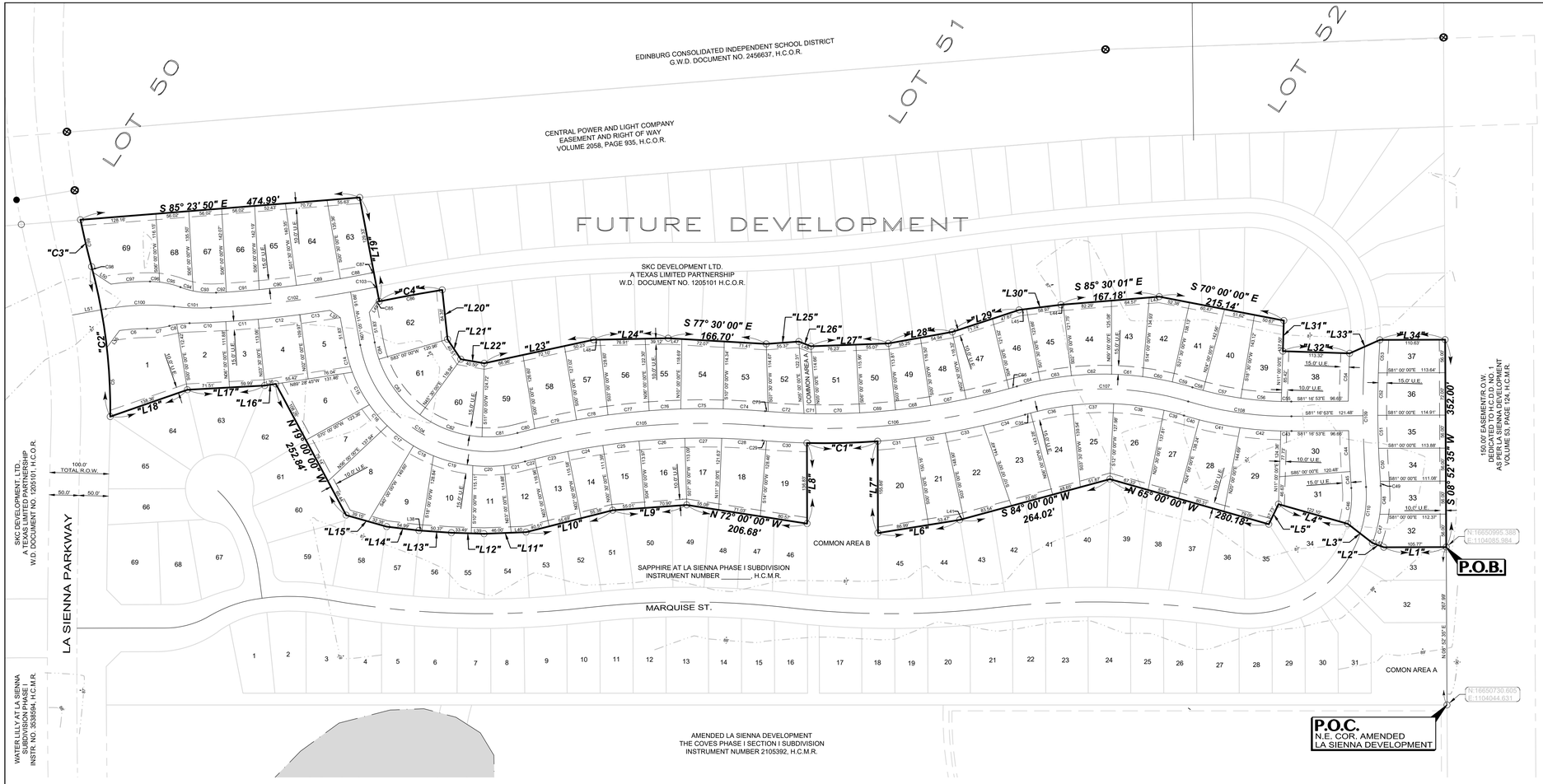
4498 LA SIENNA PARKWAY



THE CITY OF EDINBURG TEXAS

MAILOUT AND SITE MAP

4498 LA SIENNA PARKWAY



STATE OF TEXAS
COUNTY OF HIDALGO:

I/WE THE UNDERSIGNED,OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HERIN AS SAPPHIRE AT LA SIENNA PHASE I SUBDIVISION SO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS, AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE STREETS AS REFLECTED UPON THE SUBDIVISION PLAT HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES. THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR THE DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENTS ENTITY FOR GOVERNMENTAL PURPOSES AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF EDINBURG.

SAPPHIRE AT LA SIENNA SPE, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
NICK RHODES, MANAGER

SCALE:1"=100'

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED NICK RHODES, MANAGER OF SAPPHIRE AT LA SIENNA SPE, LLC. PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE_____DAY OF_____20_____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

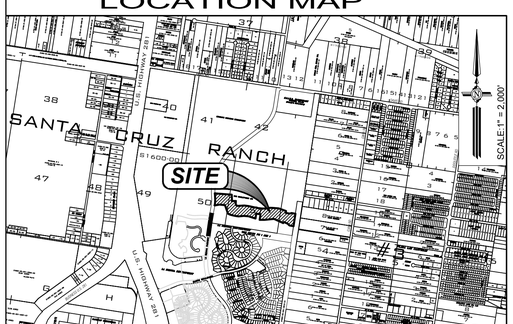
DATE PREPARED: 10/22/2025
ENGINEERING JOB # 25180.00

STATE OF TEXAS
LICENSED
MARIO A. REYNA
117368
PROFESSIONAL ENGINEER

SUBDIVISION MAP OF
SAPPHIRE AT LA SIENNA PHASE II SUBDIVISION

BEING A SUBDIVISION OF 16.701 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 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

LOCATION MAP



STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

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

_____ _____
MAYOR CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

"I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS SAPPHIRE AT LA SIENNA PHASE II SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20____."

_____
CHAIRPERSON PLANNING AND ZONING COMMISSION

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND BY ME OR UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____, 20 _____

_____
ROBERTO N. TAMEZ REGISTERED PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS

DATE SURVEYED: 08/26/2024
SURVEYING JOB No. 24678.08

ROBERTO N. TAMEZ
6238

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

DRAWN BY: J.L.G. DATE 10-22-2025
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

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

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KENT BURNS	4216 N. U.S. 281	EDINBURG TX 78542	C/0956-381-0981	C/0956-381-1839
ENGINEER:	MARIO A REYNA	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

SHEET 1 OF 2 SHEETS

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
VARIANCES
Agenda Item No: 8.B.
Subdivision Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 3, Section 3.102 Lot and Design Standards, Table 3.102-1, Single-Family Detached Lot and Building Standards, Rear Yard Setbacks and Article 5, Subdivision Standards, Sec. 5.206. Blocks, Block Length, for Sapphire at La Sienna Phase III Subdivision, Being a 12.364 Acres Tract of Land, Out of Lots 51 and 52, Santa Cruz Ranch Subdivision, Volume Z, Page 161, Hidalgo County Map Records, City of Edinburg, Hidalgo County, Texas, Located at 4498 La Sienna Parkway, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of La Sienna Parkway andapproximately 1,304 feet north of E. Water Lily Street, and is within the City of Edinburg, City Limits. This project has yet to submit an official subdivision application with the Planning and Zoning Department, which will be an extension of Phase I and II. Melden & Hunt, Inc., on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Article 3, Lot and Design Standards, Section 3.102, Standards for Rural and Residential Development, Table 3.102-1, Single Family Detached Lot and Building Standards
This requested variance is to Article 3, Section 3.102, Table 3.102-1 as it applies to Single-Family Residential detached lots and building standards, primarily the rear yard setbacks. The developer is proposing a 10 ft. rear yard setback and our UDC requires a 20 ft. rear yard setback. The developer states that this development is more in common with town-home developments that would only require a 10 ft. rear yard setback and allows them to maximize the buildable area on the lots.

Variance Request: Article 5, Subdivision Standards, Division 5.200, Subdivision Design Standards, Section 5.206, Blocks, Block Length
The requested variance is to Article 5, Section 5.206, Blocks, as it pertains to block lengths within a proposed subdivision development. The variance request is to allow the block length to exceed the required minimum of 1,000 feet. The developer states that due to the winding road design of the subdivision the proposed length will exceed 1,000 feet and will be 1,772.64 feet. They stated that the intention of the code is to provide connectivity in which they believe this design will still provide.

On January 8, 2026, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Subdivision Variance Request.

3. **Staff's Recommendation:**
Staff recommends denial of the variance request and asked that the applicant comply with our current UDC and all other requirements that it calls for.

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

Table 3.102-1
Single-Family Detached Lot and Building Standards

	Minimum						Maximum
Zoning District	**Lot Area**	**Lot Width (ft)**	**Street Yard[1] (ft)**	**Street Side Yard (ft)**	**Side Yard (ft)**	**Rear Yard (ft)**	**Building Height (ft)**
Agriculture and Open Space (AO)	5 ac.	300	60	30	30	40	35 / 60[2]
Residential, Suburban (RS)	15,000 sf	90	30	15	15	30	35
Residential, Primary (RP)	5,000 sf	50	20	10	6	20	35
Residential, Urban and Townhome (RM)[3]	4,000 sf	40	10 / 18[4]	10	6[5]	10 / 18[4]	35

TABLE NOTES:

[1]Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

[2]The second height refers to agricultural structures.

[3]If adjacent to an AO or RS district, lots on the perimeter of the subdivision shall meet the lot area, lot width, and setback requirements of the RP district.

[4]The first number is the house setback; the second is the setback for a front load garage.

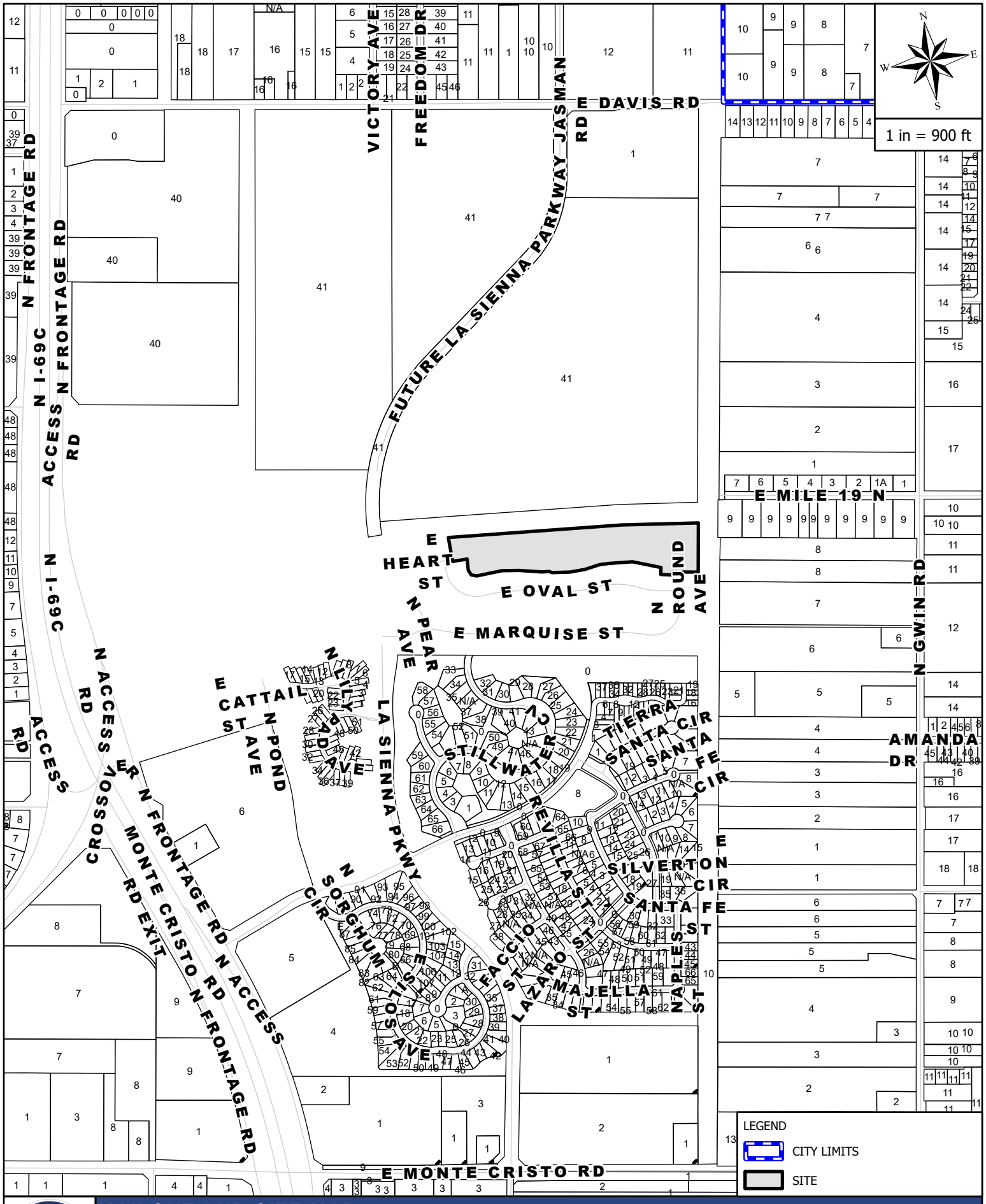
[5]Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.

ARTICLE 5 - SUBDIVISION STANDARDS

Division 5.200, Subdivision Design Standards

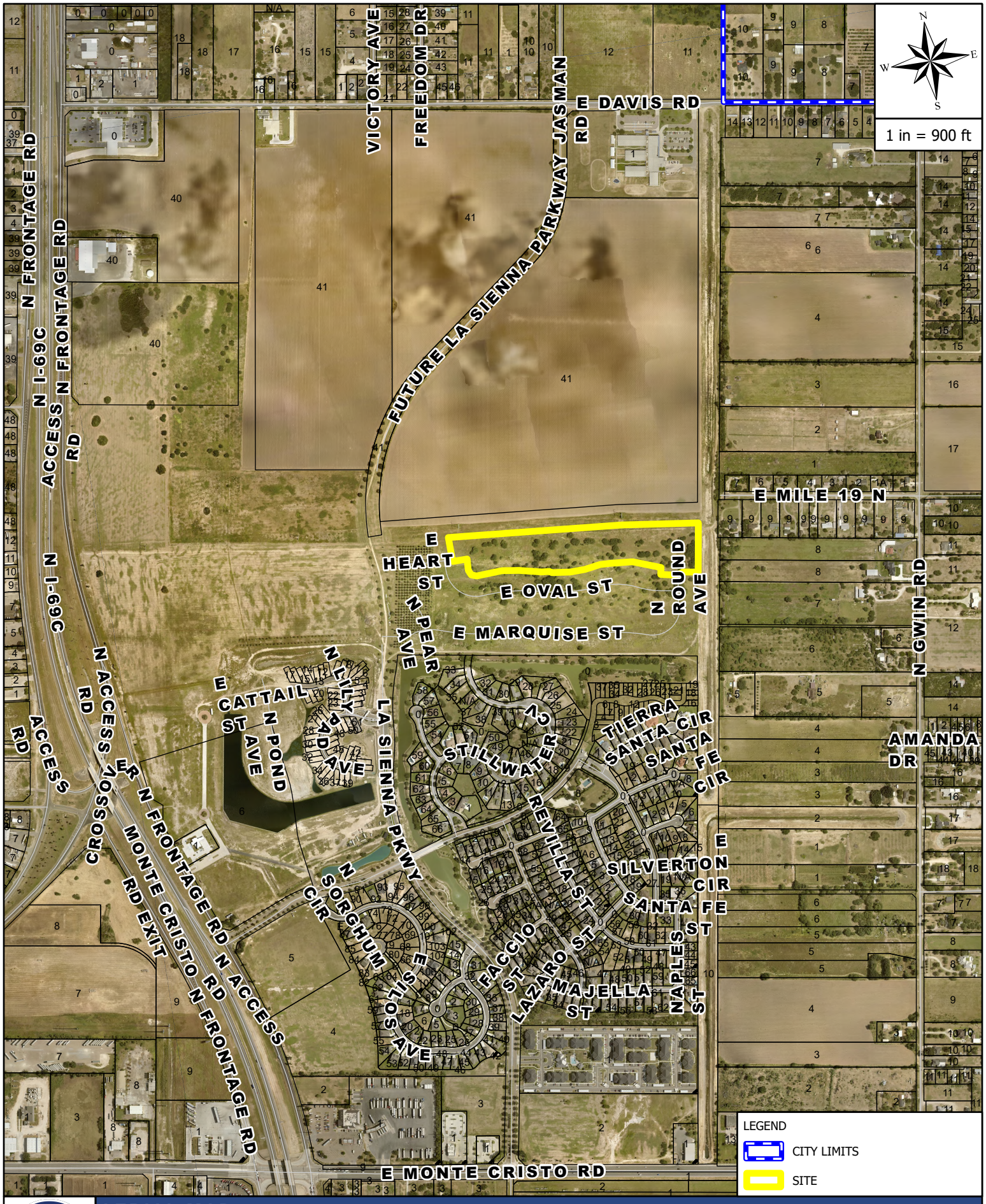
Sec. 5.206, Blocks

A. Block Length. Except in the AO and RS districts, no block may exceed 1,000 feet in length. The length, width, and shape of blocks should be determined with due regard to the provision of adequate sites for buildings of the type proposed, zoning requirements, fire access, emergency service, and police protection. In the RS district and in the ETJ, no block shall exceed 1,200 feet in length. There is no maximum block length in the AO district. See Figure 5.206-1., *Block Length*.



MAILOUT AND SITE MAP

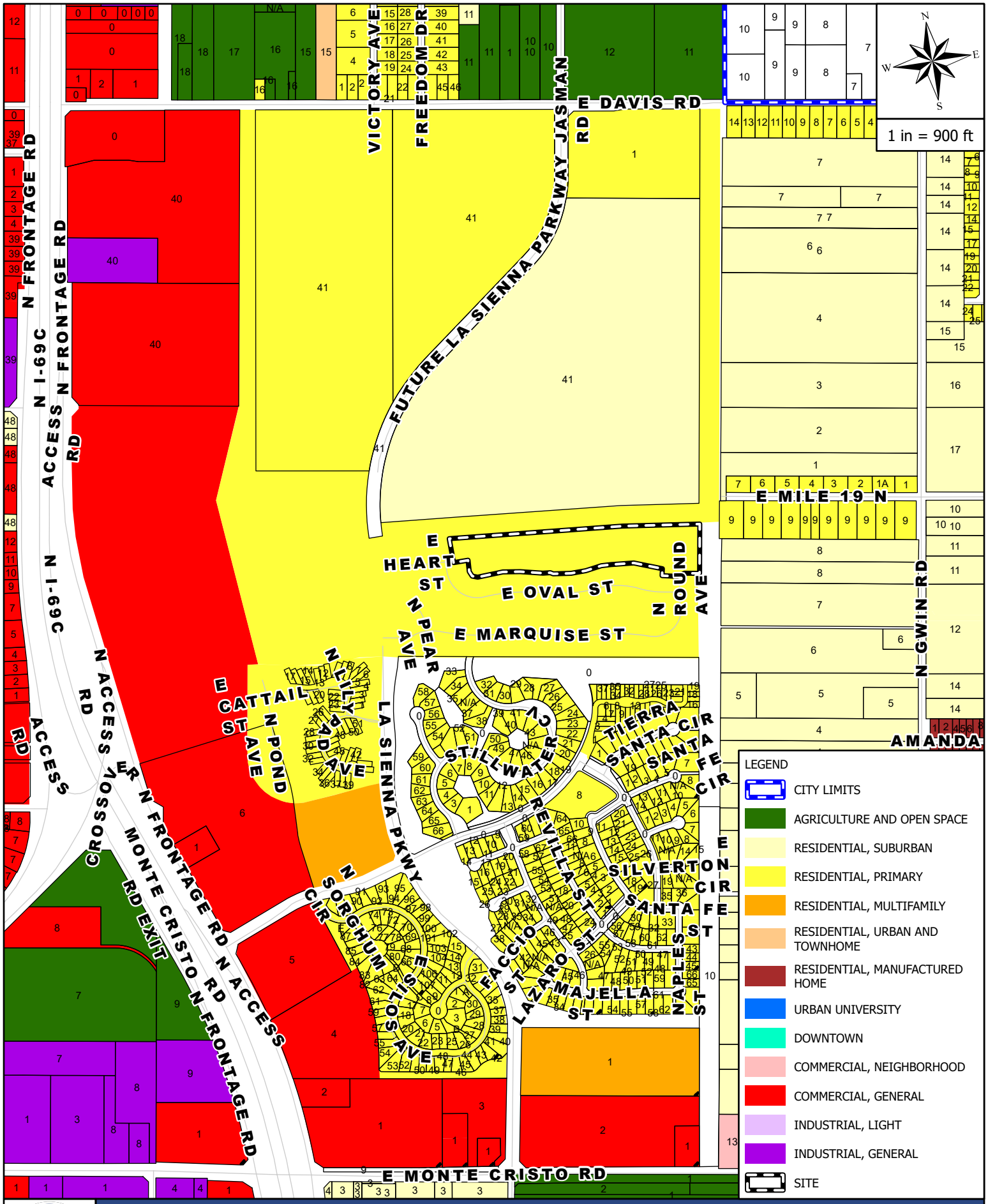
4498 LA SIENNA PKWY



THE CITY OF EDINBURG TEXAS

AERIAL MAP

4498 LA SIENNA PKWY



ZONING MAP

4498 LA SIENNA PKWY

STATE OF TEXAS
COUNTY OF HIDALGO:

I/WE THE UNDERSIGNED,OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HERIN AS SAPPHIRE AT LA SIENNA PHASE I SUBDIVISION SO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS, AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE STREETS AS REFLECTED UPON THE SUBDIVISION PLAT HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES. THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR THE DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENTS ENTITY FOR GOVERNMENTAL PURPOSES AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF EDINBURG.

SAPPHIRE AT LA SIENNA SPE, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
NICK RHODES, MANAGER

SCALE:1"=100'

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED NICK RHODES, MANAGER OF SAPPHIRE AT LA SIENNA SPE, LLC. PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE_____DAY OF_____20_____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 10/22/2025
ENGINEERING JOB # 25180.00

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND BY ME OR UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____, 20 _____

_____
ROBERTO N. TAMEZ REGISTERED PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS

DATE SURVEYED: 11/05/2025
SURVEYING JOB No. 25205.08

STATE OF TEXAS
ROBERTO N. TAMEZ
6238

SUBDIVISION MAP OF

SAPPHIRE AT LA SIENNA PHASE III SUBDIVISION

BEING A SUBDIVISION OF 12.364 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 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

LOCATION MAP

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

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

_____ _____
MAYOR CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

"I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS SAPPHIRE AT LA SIENNA PHASE II SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20____."

_____
CHAIRPERSON PLANNING AND ZONING COMMISSION

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

DRAWN BY: J.L.G. DATE 10-22-2025
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

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

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KENT BURNS	4216 N. U.S. 281	EDINBURG TX 78542	C/0956-381-0981	C/0956-381-1839
ENGINEER:	MARIO A REYNA	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

SHEET 1 OF 2 SHEETS

Lot Area Table		
Lot #	SQ. FT.	Area
1	6208.11	0.143
2	6656.37	0.153
3	8588.28	0.197
4	12207.18	0.280
5	14177.90	0.325
6	10919.36	0.251
7	10070.71	0.231
8	6526.04	0.150
9	6228.18	0.143
10	6176.53	0.142
11	6229.86	0.143
12	6387.99	0.147
13	6497.50	0.149
14	6454.08	0.148
15	8383.37	0.192
16	6685.48	0.153
17	6803.39	0.156
18	8974.33	0.206
19	7198.73	0.165
20	7357.27	0.169
21	7345.98	0.169
22	9405.51	0.216
23	7030.10	0.161
24	8723.28	0.200
25	8327.01	0.191

Lot Area Table		
Lot #	SQ. FT.	Area
26	8056.60	0.185
27	6207.24	0.142
28	6202.80	0.142
29	8138.92	0.187
30	6604.01	0.152
31	8695.09	0.200
32	7186.76	0.165
33	7468.59	0.171
34	7419.95	0.170
35	9037.02	0.207
36	6591.34	0.151
37	8248.08	0.189
38	6477.37	0.149
39	6553.78	0.150
40	8724.53	0.200
41	10570.09	0.243
42	7580.53	0.174
43	7741.91	0.178
44	7877.41	0.181
45	7619.53	0.175
46	9350.25	0.215
47	6667.05	0.153
48	8153.86	0.187
49	6272.50	0.144
50	6327.64	0.145

Lot Area Table		
Lot #	SQ. FT.	Area
51	6344.12	0.146
52	8658.89	0.199
53	10087.39	0.232
54	10181.06	0.234
55	10152.03	0.233
56	7345.95	0.169
C.A. A	2592.54	0.060
C.A. B	2563.98	0.059

Line Table		
Line #	Direction	Length
"L1"	N81° 00' 00"W	110.63'
"L2"	S75° 17' 52"W	56.19'
"L3"	N79° 00' 00"W	113.32'
"L4"	N11° 00' 00"E	52.08'
"L5"	N85° 30' 01"W	167.18'
"L6"	N88° 00' 00"W	71.58'
"L7"	S81° 00' 00"W	119.41'
"L8"	S89° 00' 00"W	110.19'
"L9"	N83° 00' 00"W	131.29'
"L10"	N59° 32' 17"W	22.15'
"L11"	N85° 00' 00"W	55.37'
"L12"	N77° 30' 00"W	166.70'
"L13"	N82° 00' 00"W	126.83'
"L14"	S87° 00' 00"W	189.29'
"L15"	N71° 00' 00"W	40.50'
"L16"	N24° 30' 00"W	40.51'
"L17"	N03° 00' 00"E	84.30'
"L18"	N01° 30' 00"W	179.34'

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
"C1"	002° 30' 51"	2,475.00'	108.61'	54.31	S88° 53' 04"W	108.60'
C2	014° 01' 51"	225.00'	55.10'	27.69	N5° 52' 48"E	54.96'
C3	011° 51' 52"	225.00'	46.59'	23.38	N7° 04' 04"W	46.51'
C4	011° 00' 00"	225.00'	43.20'	21.67	N18° 30' 00"W	43.13'
C5	008° 58' 41"	225.00'	35.26'	17.66	N28° 29' 20"W	35.22'
C6	008° 18' 19"	225.00'	32.62'	16.34	N37° 07' 50"W	32.59'
C7	009° 43' 00"	225.00'	38.16'	19.12	N46° 08' 30"W	38.11'
C8	014° 19' 06"	225.00'	56.23'	28.26	N58° 09' 33"W	56.08'
C9	014° 13' 16"	225.00'	55.85'	28.07	N72° 25' 44"W	55.70'
C10	002° 51' 55"	225.00'	11.25'	5.63	N80° 58' 20"W	11.25'
C11	000° 33' 43"	4,525.00'	44.38'	22.19	N82° 41' 09"W	44.38'
C12	000° 42' 33"	4,525.00'	56.00'	28.00	N83° 19' 17"W	56.00'
C13	000° 42' 33"	4,525.00'	56.01'	28.01	N84° 01' 50"W	56.01'
C14	000° 42' 15"	4,525.00'	55.61'	27.81	N84° 44' 14"W	55.61'
C15	000° 42' 04"	4,525.00'	55.38'	27.69	N85° 26' 24"W	55.37'
C16	000° 42' 23"	4,525.00'	55.79'	27.89	N86° 08' 37"W	55.79'
C17	000° 54' 32"	4,525.00'	71.79'	35.89	N86° 57' 05"W	71.79'
C18	000° 42' 12"	4,525.00'	55.55'	27.78	N87° 45' 27"W	55.55'
C19	000° 42' 22"	4,525.00'	55.77'	27.89	N88° 27' 45"W	55.77'
C20	000° 20' 48"	4,525.00'	27.37'	13.69	N88° 59' 20"W	27.37'
C21	000° 55' 18"	2,775.00'	44.64'	22.32	S88° 42' 04"E	44.64'
C22	001° 10' 25"	2,775.00'	56.84'	28.42	S87° 39' 13"E	56.84'
C23	001° 12' 29"	2,775.00'	58.51'	29.25	S86° 27' 46"E	58.50'
C24	001° 11' 26"	2,775.00'	57.67'	28.83	S85° 15' 49"E	57.67'
C25	000° 24' 47"	2,775.00'	20.00'	10.00	S84° 27' 42"E	20.00'
C26	001° 30' 47"	2,775.00'	73.28'	36.64	S83° 29' 56"E	73.28'
C27	001° 09' 28"	2,775.00'	56.07'	28.04	S82° 09' 48"E	56.07'
C28	001° 09' 59"	2,775.00'	56.50'	28.25	S81° 00' 05"E	56.49'
C29	000° 21' 22"	2,525.00'	15.69'	7.84	N80° 35' 46"W	15.69'
C30	001° 38' 12"	2,525.00'	72.13'	36.07	N81° 35' 33"W	72.13'
C31	001° 38' 05"	2,525.00'	72.04'	36.02	N83° 13' 41"W	72.03'
C32	001° 16' 00"	2,525.00'	55.82'	27.91	N84° 40' 44"W	55.82'
C33	001° 16' 00"	2,525.00'	55.82'	27.91	N85° 56' 44"W	55.82'
C34	001° 37' 16"	2,525.00'	71.44'	35.72	N87° 23' 22"W	71.44'
C35	001° 14' 56"	2,525.00'	55.04'	27.52	N88° 49' 28"W	55.04'
C36	001° 37' 31"	2,525.00'	71.62'	35.81	S89° 44' 19"W	71.62'
C37	001° 16' 53"	2,525.00'	56.47'	28.24	S88° 17' 07"W	56.47'
C38	001° 23' 49"	2,475.00'	60.34'	30.17	N89° 09' 36"W	60.34'
C39	001° 21' 15"	2,475.00'	58.50'	29.25	N87° 47' 04"W	58.50'
C40	001° 43' 29"	2,475.00'	74.50'	37.25	N86° 14' 42"W	74.50'
C41	001° 21' 15"	2,475.00'	58.50'	29.25	N84° 42' 21"W	58.50'
C42	001° 44' 38"	2,475.00'	75.33'	37.67	N83° 09' 24"W	75.33'
C43	001° 22' 26"	2,475.00'	59.35'	29.67	N81° 35' 52"W	59.35'
C44	000° 29' 34"	2,475.00'	21.28'	10.64	N80° 39' 52"W	21.28'
C45	000° 46' 24"	2,825.00'	38.13'	19.06	S80° 48' 17"E	38.13'
C46	001° 29' 06"	2,825.00'	73.22'	36.61	S81° 56' 02"E	73.22'
C47	001° 35' 31"	2,825.00'	78.50'	39.25	S83° 28' 21"E	78.49'
C48	000° 24' 20"	2,825.00'	20.00'	10.00	S84° 28' 17"E	20.00'
C49	001° 08' 54"	2,825.00'	56.62'	28.31	S85° 14' 54"E	56.62'
C50	001° 06' 44"	2,825.00'	54.84'	27.42	S86° 22' 43"E	54.84'
C51	001° 06' 15"	2,825.00'	54.44'	27.22	S87° 29' 13"E	54.44'
C52	001° 07' 23"	2,825.00'	55.38'	27.69	S88° 36' 02"E	55.38'
C53	000° 55' 30"	4,475.00'	72.24'	36.12	N88° 41' 58"W	72.24'
C54	000° 44' 18"	4,475.00'	57.68'	28.84	N87° 52' 04"W	57.68'
C55	000° 57' 14"	4,475.00'	74.50'	37.25	N87° 01' 18"W	74.50'
C56	000° 43' 40"	4,475.00'	56.83'	28.42	N86° 10' 51"W	56.83'
C57	000° 44' 18"	4,475.00'	57.66'	28.83	N85° 26' 53"W	57.66'
C58	000° 44' 56"	4,475.00'	58.50'	29.25	N84° 42' 16"W	58.50'
C59	000° 55' 58"	4,475.00'	72.85'	36.42	N83° 51' 49"W	72.84'
C60	000° 59' 32"	4,475.00'	77.50'	38.75	N82° 54' 04"W	77.50'
C61	037° 25' 13"	175.00'	114.29'	59.27	N63° 41' 41"W	112.27'
C62	041° 21' 44"	175.00'	126.33'	66.06	N24° 18' 13"W	123.61'
C63	016° 31' 04"	175.00'	50.45'	25.40	N4° 38' 11"E	50.28'
C64	000° 51' 09"	1,825.00'	27.15'	13.58	S12° 28' 09"W	27.15'
C65	000° 27' 03"	1,800.00'	14.16'	7.08	S12° 40' 12"W	14.16'
C66	095° 18' 01"	200.00'	332.66'	219.41	N34° 45' 17"W	295.62'
C67	006° 45' 26"	4,500.00'	530.70'	265.66	N85° 47' 01"W	530.40'
C68	008° 44' 38"	2,800.00'	427.31'	214.07	S84° 47' 24"E	426.89'
C69	011° 56' 45"	2,500.00'	521.24'	261.57	N86° 23' 28"W	520.30'

SUBDIVISION MAP OF

SAPPHIRE AT LA SIENNA PHASE III SUBDIVISION

BEING A SUBDIVISION OF 12.364 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 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

METES AND BOUNDS DESCRIPTION:

A tract of land containing 12.364 acres situated in the City of Edinburg, Hidalgo County, Texas, being a part or portion out of Lots 51 and 52, Santa Cruz Ranch Subdivision, according to the plat thereof recorded in Volume Z, Page 161, Hidalgo County Map Records, which said 12.364 acres are out of a certain tract conveyed to SKC Development, LTD., a Texas Limited Partnership, by virtue of a Warranty Deed recorded under Document Number 1205101, Hidalgo County Map Records, said 12.364 acres also being more particularly described as follows;

COMMENCING at a No. 4 rebar set [Northing: 16650730.605, Easting: 1104044.631] at the Northeast corner of Amended La Sienna Development, The Coves Phase I, Section I Subdivision, according to the plat thereof recorded in Instrument Number 2105392, Hidalgo County Map Records, from which a No. 4 rebar found bears S 08° 49' 05" W a distance of 362.40 feet;

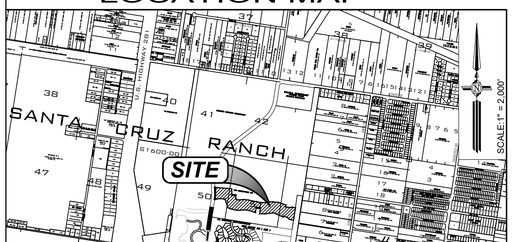
THENCE, N 08° 52' 35" E along the West line of a certain tract conveyed to Hidalgo County Drainage District No. 1 as per La Sienna Development, according to the plat thereof recorded in Volume 53, Page 124, Hidalgo County Map Records, a distance of 619.99 feet to a No. 4 rebar set for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 81° 00' 00" W a distance of 110.63 feet to a No. 4 rebar set, for an inside corner of this tract;
2. THENCE, S 75° 17' 52" W a distance of 56.19 feet to a No. 4 rebar set, for an outside corner of this tract;
3. THENCE, N 79° 00' 00" W a distance of 113.32 feet to a No. 4 rebar set, for an outside corner of this tract;
4. THENCE, N 11° 00' 00" E a distance of 52.08 feet to a No. 4 rebar set, for an inside corner of this tract;
5. THENCE, N 70° 00' 00" W at a distance of 153.20 feet pass the West line of said Lot 52 and the East line of said Lot 51, continuing a total distance of 215.14 feet to a No. 4 rebar set, for an inside corner of this tract;
6. THENCE, N 85° 30' 01" W a distance of 167.18 feet to a No. 4 rebar set, for an angle point of this tract;
7. THENCE, N 88° 00' 00" W a distance of 71.58 feet to a No. 4 rebar set, for an inside corner of this tract;
8. THENCE, S 81° 00' 00" W a distance of 119.41 feet to a No. 4 rebar set, for an outside corner of this tract;
9. THENCE, S 89° 00' 00" W a distance of 110.19 feet to a No. 4 rebar set, for an outside corner of this tract;
10. THENCE, N 83° 00' 00" W a distance of 131.29 feet to a No. 4 rebar set, for an outside corner of this tract;
11. THENCE, N 59° 32' 17" W a distance of 22.15 feet to a No. 4 rebar set, for an inside corner of this tract;
12. THENCE, N 85° 00' 00" W a distance of 55.37 feet to a No. 4 rebar set, for an outside corner of this tract;
13. THENCE, N 77° 30' 00" W a distance of 166.70 feet to a No. 4 rebar set, for an angle point of this tract;
14. THENCE, N 82° 00' 00" W a distance of 126.83 feet to a No. 4 rebar set, for an inside corner of this tract;
15. THENCE, S 87° 00' 00" W a distance of 189.29 feet to a No. 4 rebar set, for the Southwest corner of this tract;
16. THENCE, N 71° 00' 00" W a distance of 40.50 feet to a No. 4 rebar set, for an outside corner of this tract;
17. THENCE, N 24° 30' 00" W a distance of 40.51 feet to a No. 4 rebar set, for an outside corner of this tract;
18. THENCE, N 03° 00' 00" E a distance of 84.30 feet to a No. 4 rebar set, for an inside corner of this tract;
19. THENCE, in a Southwesterly direction, along a curve to the left, with a central angle of 02° 30' 51", a radius of 2,475.00 feet, an arc length of 108.61 feet, a tangent of 54.31 feet and a chord that bears S 88° 53' 04" W a distance of 108.60 feet to a No. 4 rebar set, for an outside corner of this tract;
20. THENCE, N 01° 30' 00" W a distance of 179.34 feet to a No. 4 rebar set, for the Northwest corner of this tract;
21. THENCE, S 85° 23' 50" E a distance of 1,277.83 feet to a No. 4 rebar set, for an outside corner of this tract;
22. THENCE, S 82° 42' 08" E at a distance of 140.64 feet pass the East line of said Lot 51 and the West line of said Lot 52, continuing a total distance of 565.97 feet to a No. 4 rebar set on the West line of a certain tract conveyed to Hidalgo County Drainage District No. 1, for the Northeast corner of this tract;
23. THENCE, S 08° 52' 35" W along the West line of said tract conveyed to Hidalgo County Drainage District No. 1, a distance of 361.54 feet to the POINT OF BEGINNING and containing 12.364 acres of land, more or less.

GENERAL PLAT NOTES & RESTRICTIONS

1. BUILDING SETBACKS:
   A. FRONT YARD SETBACK LINE SHALL BE 20 FEET OR EASEMENT WHICHEVER IS GREATER.
   B. REAR YARD SETBACK LINE SHALL BE (10) FEET OR EASEMENT WHICHEVER IS GREATER.
   C. GARAGE SETBACK LINE SHALL BE (18) FEET OR EASEMENT WHICHEVER IS GREATER.
   D. SIDE YARD SETBACK LINE SHALL BE (5) FEET OR EASEMENT WHICHEVER IS GREATER.
   E. STREET SIDE YARD SETBACK LINE SHALL BE (10) FEET OR EASEMENT WHICHEVER IS GREATER.
2. THIS ENTIRE DEVELOPMENT IS ZONED RESIDENTIAL PRIMARY (RP)
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY LOMR-F CASE NUMBER 09-06-0555A, DATED SEPTEMBER 17, 2009 FOR FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 480338 0020 E. FOR CITY OF EDINBURG, HIDALGO COUNTY, TEXAS DATED JUNE 6, 2000, WHICH COVERS THE SUBJECT PROPERTY, THIS TRACT OF LAND SHOWN HEREON LIES WITHIN ZONE "X" (SHADED), DESCRIBED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF CURB.
5. A 5 FOOT SIDEWALK WILL BE REQUIRED ALONG THE FRONT OF THE PROPERTIES AT THE TIME OF BUILDING PERMIT.
6. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS OR LOT LINES.
7. ALL INTERIOR LOT CORNERS WILL HAVE A NO.4 REBAR SET WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
8. BENCHMARK NOTES:
9. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED PER LOT.
10. ALL MONUMENTS, PARKING, LANDSCAPING AREAS, OUT PARCEL A COMMON AREA, COMMON ACCESS, SIGNAGE, LIGHTING, LINEAR PARKWAY, DRAINAGE EASEMENTS AND OTHER NON-PUBLIC IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OR FUTURE LOT OWNERS WITHIN THE SUBDIVISION.
11. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTIFAMILY CONSTRUCTION)
12. DRAINAGE NOTE:
    IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY DRAINAGE REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 110,422 C.F (2.535 AC.-FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT AND THAT THIS DETENTION WAS APPROVED AS A MASTER PLAN AND NOT A RECENT 50-YEAR STORM REVIEW.
13. PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROAD(S), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.
14. DEVELOPER /OWNER/ H.O.A. WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REMOVAL OF ALL PAVED TEMPORARY TURN AROUND SHOWN ON PLAT.
15. THE STREETS, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED NY THE CITY AS PUBLIC IMPROVEMENTS, AND STREETS STREET LIGHTS, TAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOME OWNER ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES. WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS SAPPHIRE AT LA SIENNA PHASE I SUBDIVISION DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN. SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG. EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE OWNERS OF THE LOTS SERVED BY THE PRIVATE STREETS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.

LOCATION MAP



DRAWN BY: J.L.G. DATE 10-22-2025
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

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

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KENT BURNS	4216 N. U.S. 281	EDINBURG TX 78542	C/0956-381-0981	C/0956-381-1839
ENGINEER:	MARIO A REYNA	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

COUNTY COURT · COUNTY OF HIDALGO, TEXAS

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

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

BY: _____ DEPUTY

SHEET 2 OF 2 SHEETS

Z:\Land Development\Residential\Subdivisions\2025 - Models - Sapphire at La Sienna 2\Autocad files\PH III\SAPPHIRE III.dwg 10/22/2025 4:03:34 PM, DWG To PDF.pc3

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
VARIANCES
Agenda Item No: 8.C.
Subdivision Variance Request - Quintanilla, Headley & Associates, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 3, Section 3.202, Table 3.202-1, Minimum Lot Area and Lot Width, for King's Landing Subdivision, Being a 17.274 Acre Tract of Land Out of Lots 49, 50, and 51, Lehigh Plaza Subdivision, Hidalgo County, Texas, and According to Special Warranty Deed Recorded Under County Clerk's Document Number 3555596, Official Hidalgo County Map Records, Located at 2700 W. Wisconsin Road, as Requested by Quintanilla, Headley & Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the southeast corner of S. McColl Road and W. Wisconsin Road, and is within the City of Edinburg, City Limits. The 17.274-acre tract of land is currently going through the subdivision process. The proposed development consists of 8 Commercial lots and 33 Residential Multi-Family lots. Quintanilla, Headley & Associates, Inc. on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 3.202, Standards for Nonresidential and Mixed-Use Development, Table 3.202-1, Nonresidential and Mixed-Use Lot Standards
This requested variance is to Article 3, Section 3.202, Table 3.202-1 as it applies to the Minimum Lot Width and Lot Area in a Commercial, General (CG) District. The developer is requesting to allow for commercial lots to be 30 feet in width, as opposed to the 50 feet width the UDC requires and 9,000 sq. ft in lot area, as opposed to the 10,000 sq. ft the UDC requires. Out of the 8 commercial lots, 6 of the lots do not meet our UDC requirements as noted above.

On January 8, 2026, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Subdivision Variance Request.

3. **Staff's Recommendation:**
Staff recommends approval of the variance request as other locations and plazas have a similar layout and advises that the applicant follow all other requirements set forth in the City of Edinburg's UDC.

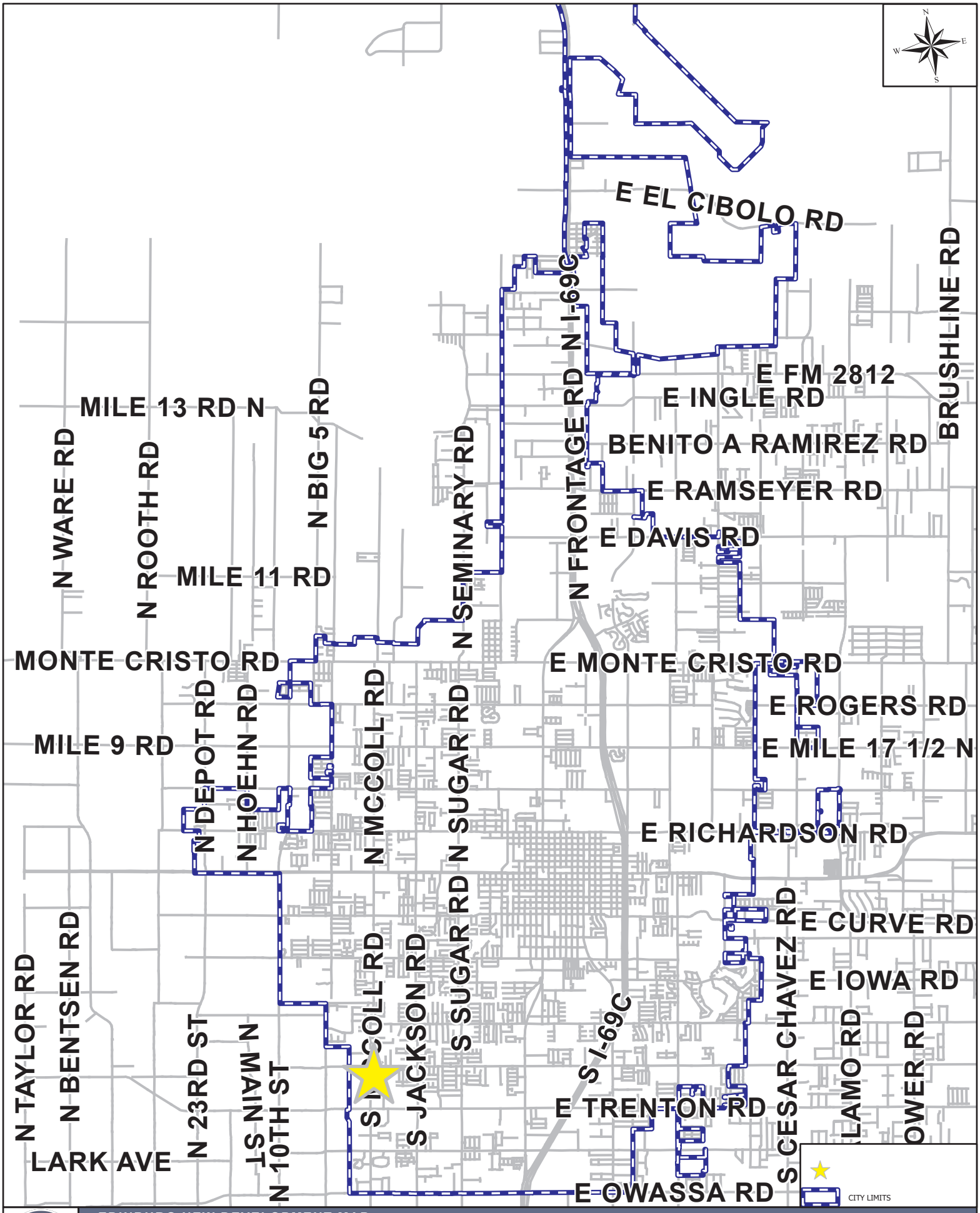
Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Jesus Saenz, Assistant City Manager

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

Attachments:
A. City Council Agenda Packet Attachments

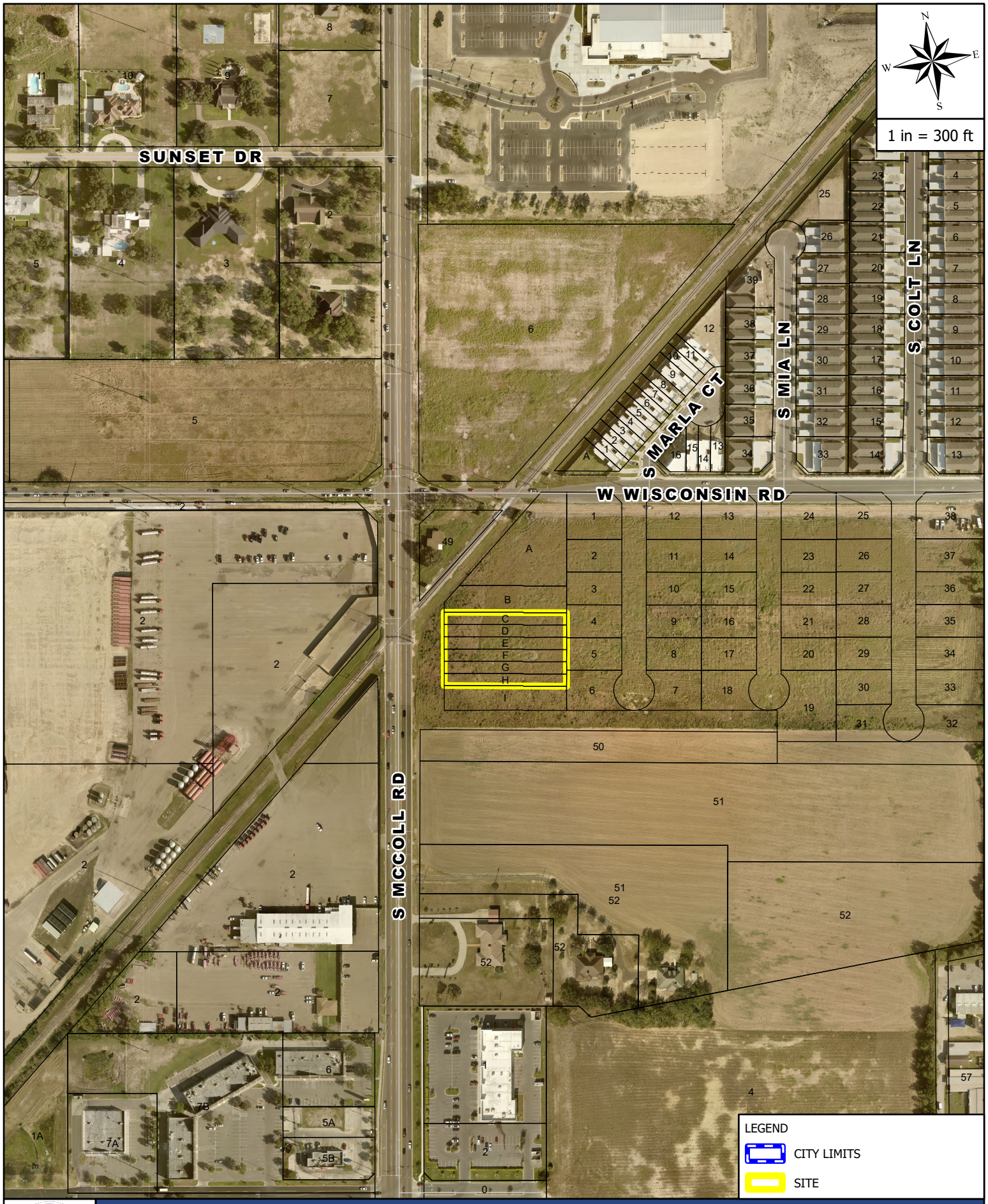
Table 3.202-1
Nonresidential and Mixed-Use Lot Standards

District and Development Type	Minimum			FAR	Maximum
	LSR	Lot Area	Lot Width (ft)		Height (ft.)
Commercial, General (CG)					
Commercial retail	0.15	10,000 sf.	50	0.280	45
Offices and lodging	0.30	10,000 sf.	50	0.320	50
Services	0.15	10,000 sf.	50	0.317	45
Industrial	0.20	20,000 sf.	100	0.462	45
Warehouse	0.20	20,000 sf.	100	0.567	45
All other nonresidential uses	0.15	20,000 sf.	100	0.388	45



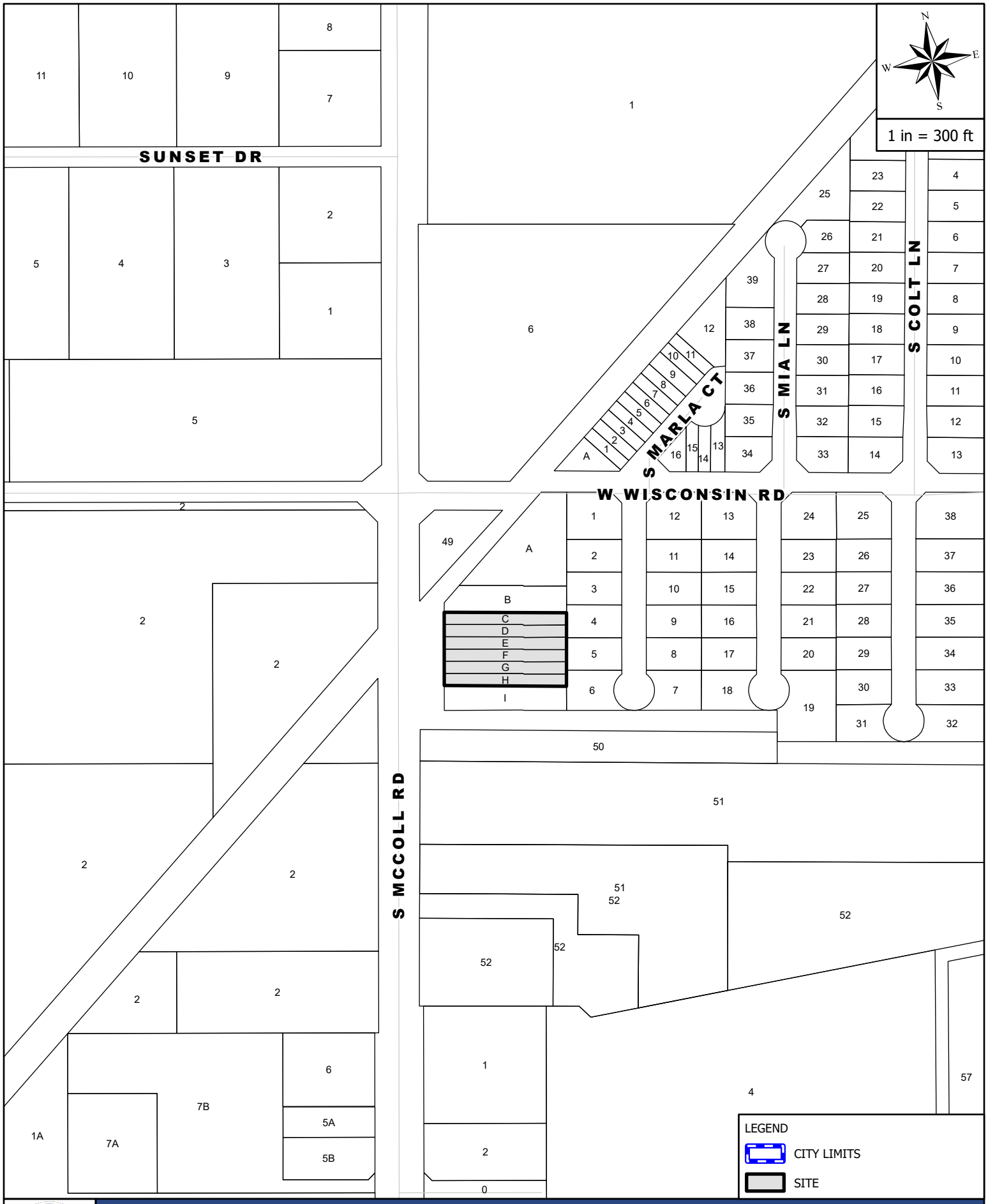
EDINBURG NEW DEVELOPMENT MAP

2700 W Wisconsin Rd



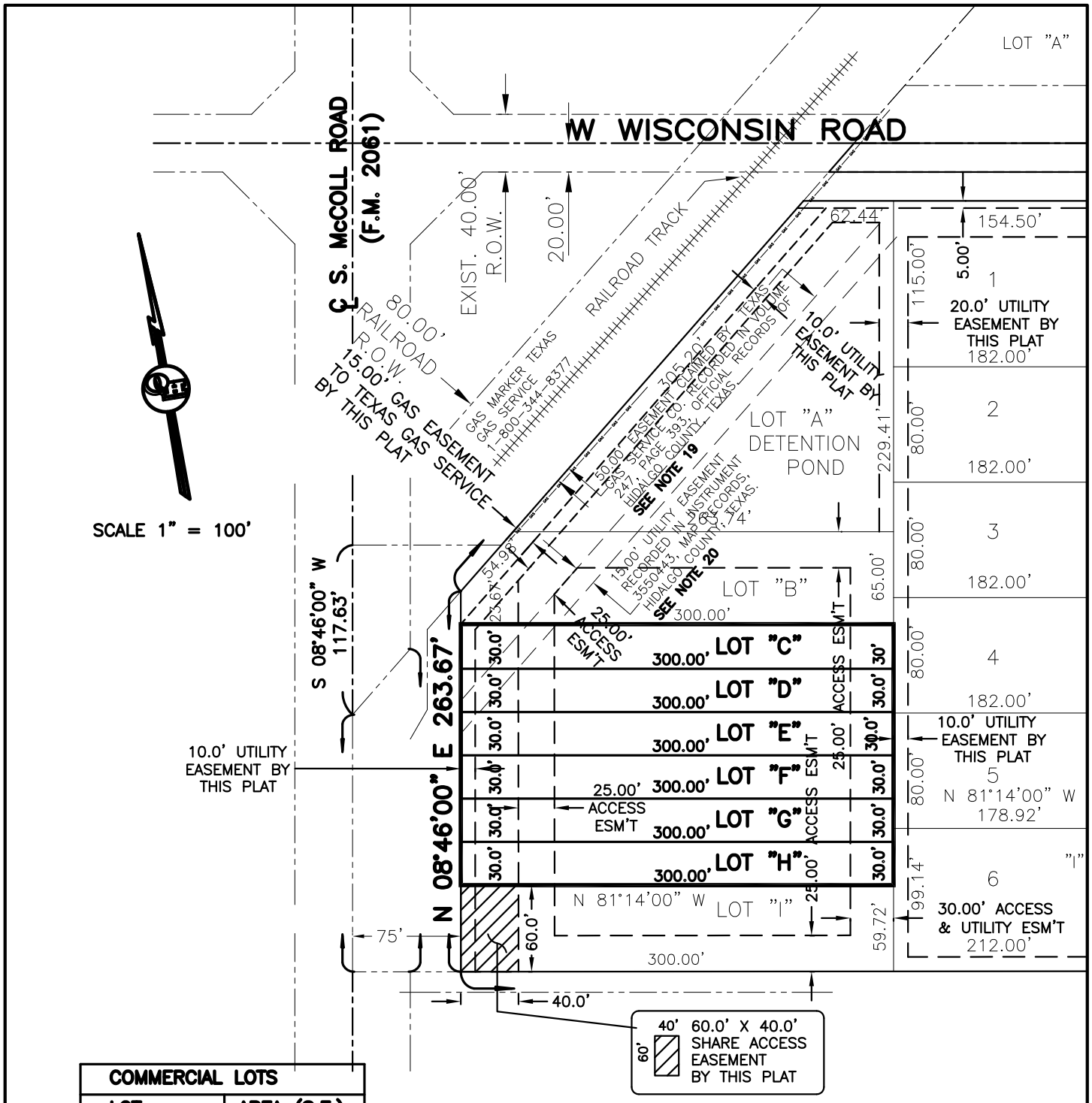
AERIAL MAP

2700 W Wisconsin Rd



MAILOUT AND SITE MAP

2700 W Wisconsin Rd



COMMERCIAL LOTS	
LOT	**AREA (S.F.)**
LOT "A"	37415.06
LOT "B"	18750.67
LOT "C"–"H"	**9000.00**
LOT "I"	17958.64

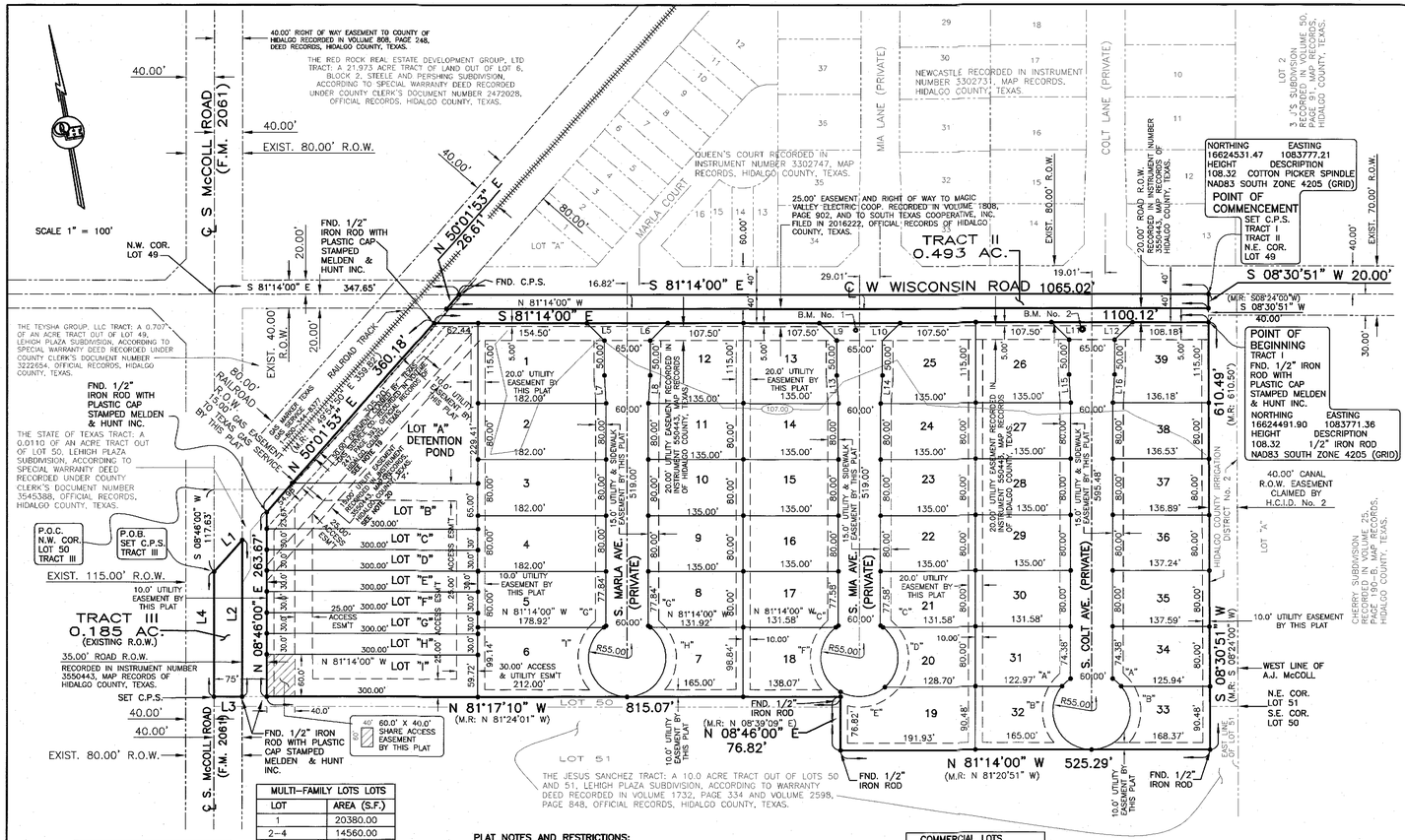
KING'S LANDING

VARIANCE EXHIBIT
COMMERCIAL GENERAL (CG)
MINIMUM LOT SIZE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

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

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



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 50°01'53" E	60.65'
L2	S 08°46'00" W	223.78'
L3	N 81°17'10" W	40.00'
L4	N 08°46'00" E	178.20'
L5	S 36°14'00" E	35.36'
L6	N 53°46'00" E	35.36'
L7	S 05°11'25" W	40.08'
L8	N 12°20'35" E	40.08'
L9	S 36°14'00" E	35.36'
L10	N 53°46'00" E	35.36'
L11	S 36°14'00" E	35.36'
L12	N 53°46'00" E	35.36'
L13	S 05°11'25" W	40.08'
L14	N 12°20'35" E	40.08'
L15	S 05°11'25" W	40.08'
L16	N 12°20'35" E	40.08'

MULTI-FAMILY LOTS LOTS	
LOT	AREA (S.F.)
1	20380.00
2-4	14560.00
5	14556.60
6	16493.91
7	11810.47
8	10796.60
9-11	10800.00
12-13	14975.00
14-16	10800.00
17	10795.76
18	11733.41
19	16718.81
20	9871.57
21	10795.76
22-24	10800.00
25-26	14975.00
27-30	10800.00
31	11404.90
32	10747.73
33	11034.28
34	11641.22
35	10993.34
36	10965.14
37	10936.94
38	10908.74
39	15081.90

COMMERCIAL LOTS	
LOT	AREA (S.F.)
LOT "A"	37415.06
LOT "B"	18750.67
LOT "C"-"I"	9000.00
LOT "I"	17958.64

CURVE DATA				
CURVE	DELTA	RADIUS	LENGTH	CHORD LENGTH
"A"	16°46'03"	55.00'	16.10'	16.04'
"B"	130°10'36"	55.00'	124.96'	99.77'
"C"	130°10'36"	55.00'	124.96'	99.77'
"D"	16°46'03"	55.00'	16.10'	16.04'
"E"	04°21'46"	55.00'	4.19'	4.19'
"F"	101°16'45"	55.00'	97.22'	85.05'
"G"	70°36'50"	55.00'	67.78'	63.58'
"H"	113°18'11"	55.00'	108.73'	91.87'
"I"	04°21'46"	55.00'	4.19'	4.19'
"J"	03°54'53"	55.00'	3.76'	3.76'
"K"	143°04'56"	55.00'	137.35'	104.34'
"L"	143°04'56"	55.00'	137.35'	104.34'
"M"	03°54'53"	55.00'	3.76'	3.76'

PLAT NOTES AND RESTRICTIONS:

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

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

3.– SETBACKS FOR MULTI-FAMILY LOTS (RM):
FRONT .....20.00 FEET
REAR.....10.00 FEET
SIDE .....6.00 FEET
CORNER SIDE .....10.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

SETBACKS FOR COMMERCIAL LOTS:
FRONT .....77.00 FEET
REAR.....25.00 FEET
SIDE .....0.00 FEET
CORNER SIDE (LOTS B & I).....25.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.
SIDE FOR COMMERCIAL LOTS 0.00' WITH FIRE RATED WALL.

4.– MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE TOP OF CURB OR BASE FLOOD ELEVATION, WHICHEVER IS GREATER
MINIMUM FINISH FLOOR ELEVATION FOR COMMERCIAL LOTS: 24" ABOVE TOP OF CURB OR BASE FLOOD ELEVATION, WHICHEVER IS GREATER

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

6.– TOTAL DRAINAGE DETENTION IS: 151,364.93 C.F. (3.475 AC.–FT)
(MULTIFAMILY LOTS=128,577.37 SF, COMMERCIAL LOTS=22,787.56 SF)

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

8.– FOR MULTIFAMILY LOTS 1 – 39, 50% OF PARK LAND FEE ($300.00) PER UNIT WILL BE DUE AT BUILDING PERMIT STAGE. $5850.00 WILL BE DUE AT RECORDING AND $5,850.00 WILL BE DUE AT BUILDING PERMIT STAGE

9.– ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS, EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX MULTI-FAMILY CONSTRUCTION."

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

11.– NO ACCESS TO WISCONSIN ROAD FROM LOTS 1, 12, 13, 25, 26, & 39

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

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

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

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

16.– A FIVE (5.00') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG WISCONSIN ROAD AS PER LATEST CITY OF EDINBURG ENGINEERING DEPARTMENT STANDARDS OR AS APPROVED BY THE CITY ENGINEER DURING SUBDIVISION CONSTRUCTION BY DEVELOPER.

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

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

19.–50.00' EASEMENT CLAIMED BY TEXAS GAS SERVICE CO. RECORDED IN VOLUME 247, PAGE 393, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. **(TO BE ABANDONED BY THIS PLAT)**

20.–15.00' UTILITY EASEMENT RECORDED IN INSTRUMENT NUMBER 3550443, MAP RECORDS OF HIDALGO COUNTY, TEXAS. **(TO BE ABANDONED BY THIS PLAT)**

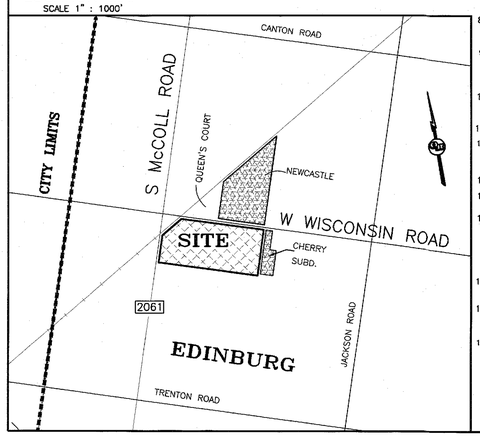
21.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 1.0% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH CITY OF EDINBURG STANDARDS

22.– THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATION MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

23.– HOMEOWNERS' ASSOCIATIONS. ANY PUBLIC OR PRIVATE SUBDIVISION WITH PUBLIC IMPROVEMENTS THAT ARE NOT DEDICATED TO THE CITY SHALL HAVE A HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION SHALL BE ESTABLISHED WITH THE APPROPRIATE LEGAL INSTRUMENTS THAT SHALL BE REVIEWED AND APPROVED BY THE ADMINISTRATOR AT THE TIME OF FINAL PLAT APPROVAL. SUCH INSTRUMENT SHALL:
1. REQUIRE ALL LOT OWNERS TO BE MEMBERS;
2. COLLECT DUES AND ASSESSMENTS TO MAINTAIN THE PRIVATE ROADS;
3. KEEP AN APPROPRIATE RESERVE FUND TO ENSURE PERIODIC MAINTENANCE OF THE PRIVATE ROADS;
4. REQUIRE MAINTENANCE OF THE PRIVATE ROADS, TRAFFIC SIGNALS, STREET LIGHTS, AND SIDEWALKS, AND LANDSCAPING AND DRAINAGE AREAS.

24.– PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANT, FIRE DEPARMENT ACCESS ROAD(S), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.

LOCATION MAP
SCALE 1" : 1000'



KING'S LANDING

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

METES AND BOUNDS

TRACT I

A 16.596 ACRE TRACT OF LAND OUT OF LOTS 49, 50 AND 51, LEHIGH PLAZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 5, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3555596, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND (EASTING = 1083777.21, NORTHING = 16624531.47) ON THE EAST LINE OF LOT 49 AND ON THE SOUTH RIGHT OF WAY LINE OF WISCONSIN ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 08°30'51" W (MAP RECORD: S 08°24'00" W), 40.00 FEET FROM THE NORTHEAST CORNER OF LOT 49 AND THE POINT OF COMMENCEMENT (EASTING = 1083777.21, NORTHING = 16624531.47);

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

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

THENCE; N 08°46'00" E (MAP RECORD: N 08°39'09" E), ALONG THE NORTH LINE OF THE JESUS SANCHEZ TRACT, A DISTANCE OF 76.82 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT;

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

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

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

THENCE; S 81°14'00" E, ALONG THE SOUTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A DISTANCE OF 1,100.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.596 ACRES OF LAND MORE OR LESS.

TRACT II

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

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

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

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

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

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

TRACT III

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

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

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

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

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

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

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED — PROFESSIONAL LAND SURVEYOR

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

6-5-2024
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS — MARCO A. GONZALEZ — 120016 — LICENSED — PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

10-6-25
DATE

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

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

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

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

RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD.
MANUEL CANTU, MEMBER
2912 S. JACKSON ROAD
McALLEN, TX. 78503
PH. (956) 821-8180

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

CLARISSA QUINTANILLA
Notary ID #129615255
My Commission Expires
November 04, 2025

CLARISSA QUINTANILLA–NOTARY PUBLIC

PLANNING & ZONING COMMISSION CERTIFICATION

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

CHAIRPERSON–PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

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

MAYOR–CITY OF EDINBURG — DATE

ATTEST: CITY SECRETARY — DATE

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CERTIFICATION

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

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) S

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
VARIANCES
Agenda Item No: 8.D.
Subdivision Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Requests to the City's Unified Development Code, Article 3, Section3.102-B.3. Table 3.102-1, Single-Family Detached Lots and Building Standards, for Minimum Lot Area,Lot Width, Side Yard Setbacks, and Table Note to Table 3.102-1 (RM3), Article 5, Section 5.203-A.Table 5.203-1, Right-Of-Way Widths and Article 4, Section 4.204-A. Table 4.204-1 Development Standards for Bufferyard Requirement for the Elms Subdivision, Being a 5.818-Acre Tract of Land, Out of Lot 59, Kelly Pharr Subdivision, Hidalgo County, Texas, Volume 3, Page 133-134 Hidalgo County Map of Records Located at 1000 W. Alberta Road, as Requested by, Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the south side of W. Alberta Road andapproximately 1,326 feet east of Sugar Road, and is within the City of Edinburg City Limits. The5.818 tract of land is currently going through the Subdivision process, the proposed developmentconsists of 58 single-family lot. Melden & Hunt, Inc., on behalf of the developer, is requesting avariance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Table 5.203-1
This requested variance is to Article 5, Table 5.203-1 as it applies to right-of-way widths. The developer is proposing a right-of-way width of 40 feet, the UDC requires right-of-way width of 50 feet.
Variance Request: Table 3.102-1
This requested variance is to Article 3, Table 3.102-1 as it applies to Single-Family detached lot and building standards. The Developer is proposing a lot area of 2,844 square feet, the UDCrequires a lot area of 4,000 square feet.
Variance Request: Table 3.102-1
This requested variance is to Article 3, Table 3.102-1 as it applies to Single-Family detached lot and building standards. The Developer is proposing a lot width of 36 feet, The UDC requires alot width of 40 feet.
Variance Request: Table 3.102-1
This Requested variance is to Article 3, Table 3.102-1 as it applies to Single-Family detached lot and building standards. The developer is also proposing a side yard setback of 5 feet, the UDCrequires 6 feet for the side yard setback.
Variance Request: Table 3.102-1
This requested variance is to Article 3, Table 3.102-1 as it applies to Single-Family detached lot and building standards. The developer is requesting a variance to Residential, Urban and Townhome (RM)3 under Table Notes that states If adjacent to an Agriculture and Open Space (AO) District or Residential Suburban (RS) District, lots on the perimeter of the subdivision shall meet the lot area, lot width, and setback requirement of the Residential Primary (RP) District.
Variance Request: Table 4.204-1
This requested variance is to Article 4, Table 4.204-1 as it applies to Bufferyards. The UDC requires that a lot that is 200 feet or less in depth a wood fence may be provided, but if a lot that is

greater than 200 feet in depth a masonry wall shall be provided. The developer is proposing a six-foot wood fence.

On January 8, 2026, the Planning & Zoning Commission recommended with a 3-3 vote for the Subdivision Variance Request, item was denied.

3. **Staff's Recommendation:**
   Staff recommends denial of the six variance requests. If approved, the applicant would need to comply with all other requirements during the permitting process.

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

UNIFIED DEVELOPMENT CODE

(Ord. No. 2022-4764, 08/09/2022)

ARTICLE 5 - SUBDIVISION STANDARDS

Division 5.200, Subdivision Design Standards

Sec. 5.203, Streets Cross Sections

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

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

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

Table 5.203-1
Right-of-Way Widths[1]

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

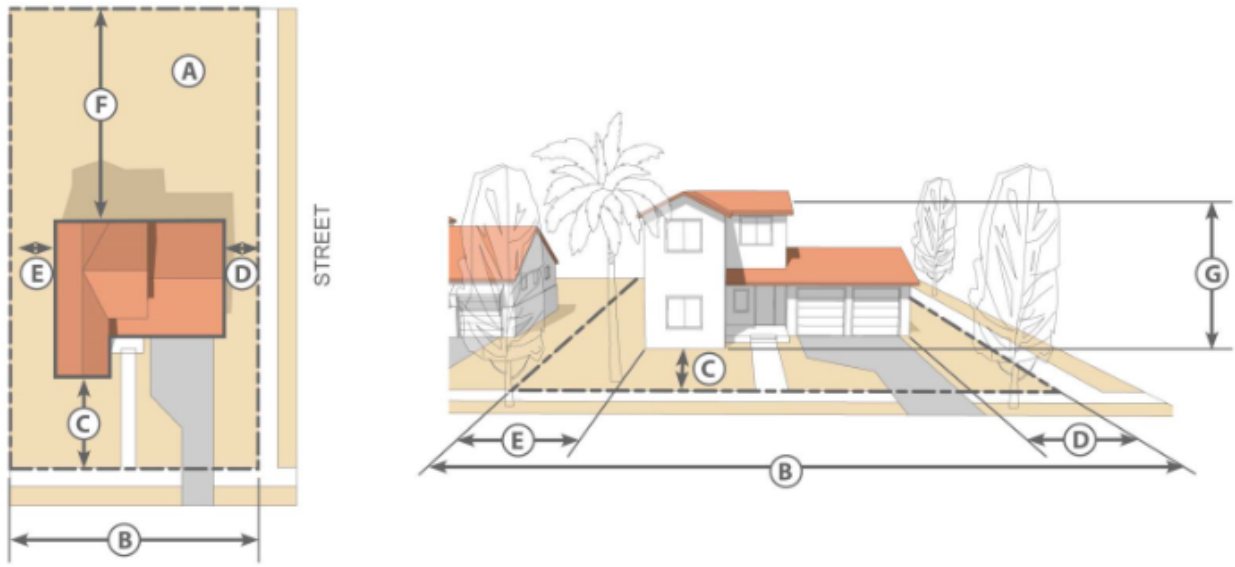
TABLE NOTES:

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

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

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

Figure 3.102-1
Single-Family Detached



A = Lot Area; B = Lot Width; C = Street Yard; D = Street Side Yard; E = Side Yard; F = Rear Yard; G = Building Height

Table 3.102-1
Single-Family Detached Lot and Building Standards

	Minimum						Maximum
Zoning District	**Lot Area**	**Lot Width (ft)**	**Street Yard[1] (ft)**	**Street Side Yard (ft)**	**Side Yard (ft)**	**Rear Yard (ft)**	**Building Height (ft)**
Agriculture and Open Space (AO)	5 ac.	300	60	30	30	40	35 / 60[2]
Residential, Suburban (RS)	15,000 sf	90	30	15	15	30	35
Residential, Primary (RP)	5,000 sf	50	20	10	6	20	35
Residential, Urban and Townhome (RM)[3]	4,000 sf	40	10 / 18[4]	10	6[5]	10 / 18[4]	35

TABLE NOTES:

[1]Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

[2]The second height refers to agricultural structures.

[3]If adjacent to an AO or RS district, lots on the perimeter of the subdivision shall meet the lot area, lot width, and setback requirements of the RP district.

[4]The first number is the house setback; the second is the setback for a front load garage.

[5]Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.

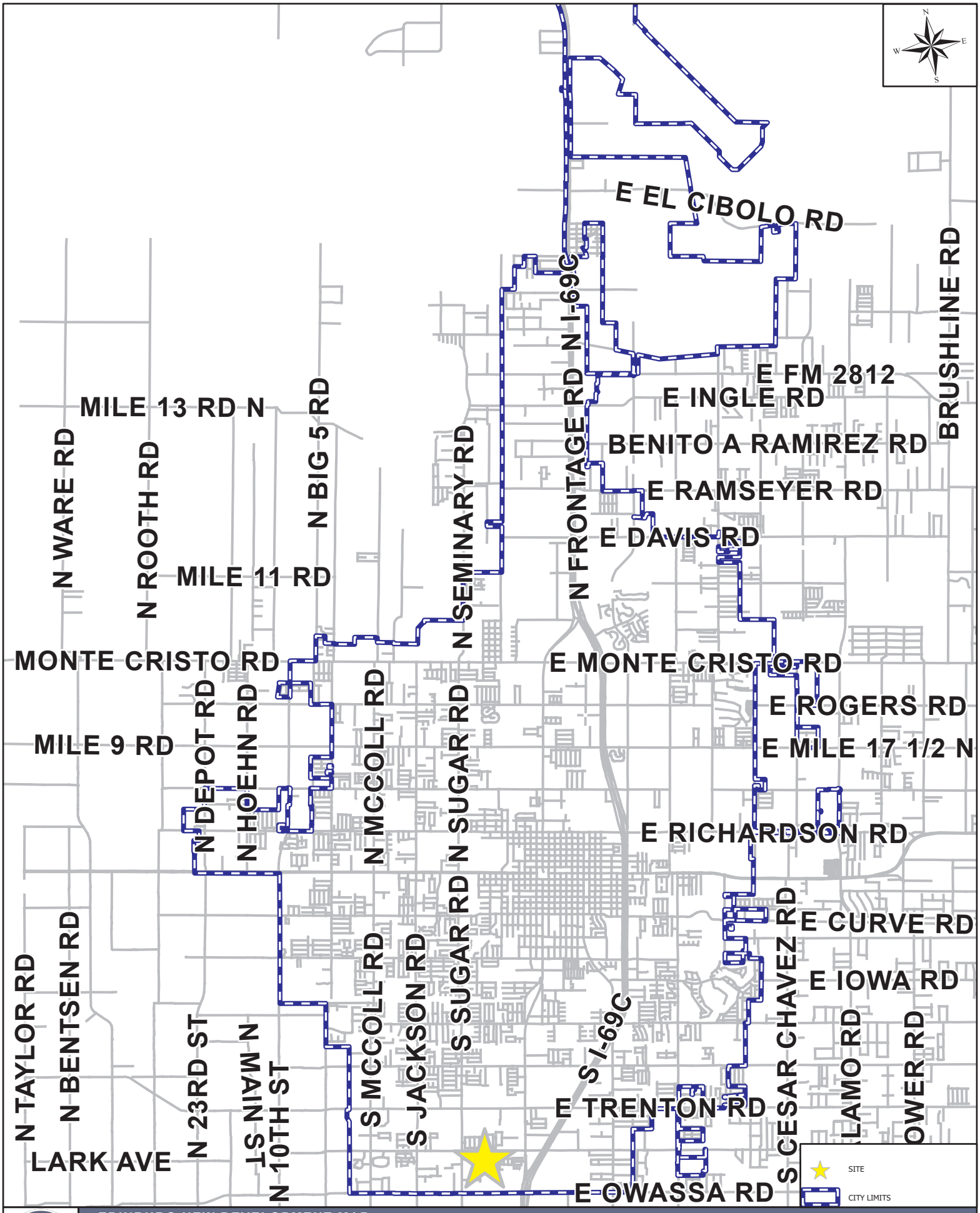
Sec. 4.204, Bufferyards

A. Bufferyard Classifications. Bufferyards are classified as requiring a wall or fence only (Class A) or requiring a wall or fence and plantings (Class B). The width and composition of bufferyards shall be as set out in Table 4.204-1, *Bufferyard Classifications* and are in addition to required setbacks.

Table 4.204-1
Bufferyard Classifications

Classification	Width	Large Trees	Small Trees	Berm or Opaque Wall or Fence
Class A	10 ft.	N/A	N/A	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence[1]
Class B	20 ft.	1 / 100 linear ft.	2 / 100 linear ft.	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence[1]

TABLE NOTES:
[1]A lot that is 200 feet or less in depth may provide a wood fence. A lot that is greater than 200 feet in depth shall provide a wall.

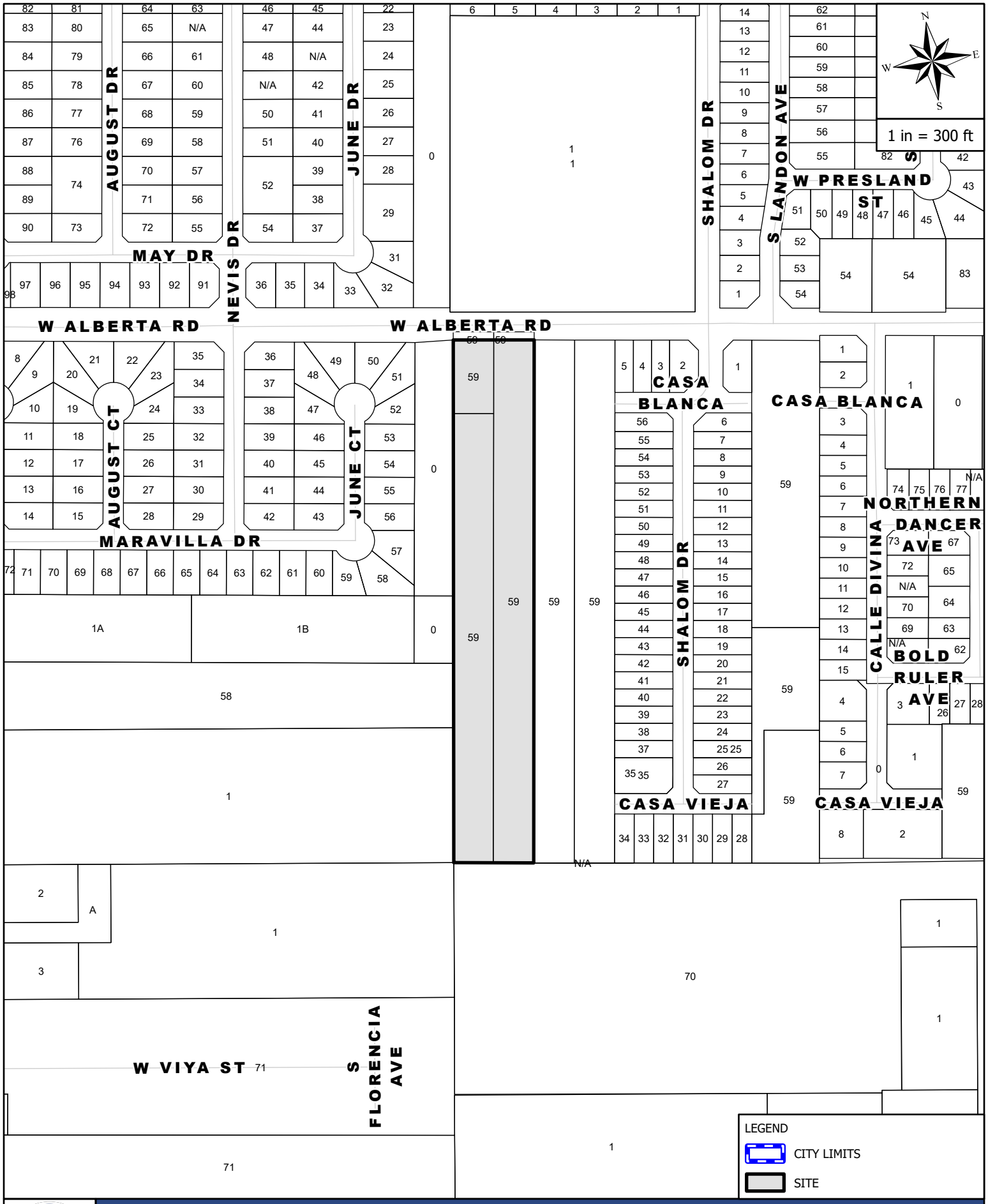


EDINBURG NEW DEVELOPMENT MAP

1000 W ALBERTA

AERIAL MAP

1000 W ALBERTA



MAILOUT AND SITE MAP

1000 W ALBERTA

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
VARIANCES
Agenda Item No: 8.E.
Subdivision Variance Request - Quintanilla, Headley and Associates, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 3,Section 3.202, Table 3.202-1, Nonresidential and Mixed-Use Lot Standards, for Garco Industrial Ranches Subdivision, Being a 5.87 Acre Tract of Land Out of Lots 1, 2 and 4, Block 49, Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas, According to the Map or Plat recorded in Volume 8, Pages 28 & 29, Map Records, Hidalgo County, Texas, and According to Correction Warranty Deed Recorded Under County Clerk's Document Number 1738805, Official Records, Hidalgo County, Texas, Located at 104 Constitution Drive, as Requested by Quintanilla, Headley and Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the southwest corner of Constitution Drive and N.Frontage Road, and is within the City of Edinburg city limits. The 5.87 tract of land is currently going through the subdivision process and the proposed development consists of six (6) Industrial, General lots. Quintanilla, Headley, and Associates, Inc. on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 3.202-1
This requested variance is to Article 3, Section 3.202, Table 3.202-1 as it applies to Nonresidential and Mixed-Use Lot Standards, Lot Area and Lot Width. The developer is requesting a variance due to the lot area and lot width not meeting UDC standards set forth in Table 3.202-1. UDC Section requires a lot minimum of 40,000 square feet and lot width of 125 feet. The developers design proposal for the project has lots 2-6 that range from 21,392.91 sq. ft. to 22,653.21 sq. ft, and lots widths of 103 feet.

On January 22, 2026 the Planning and Zoning Commission recommended with a vote of 6-0 to approve the Subdivision Variance Request.

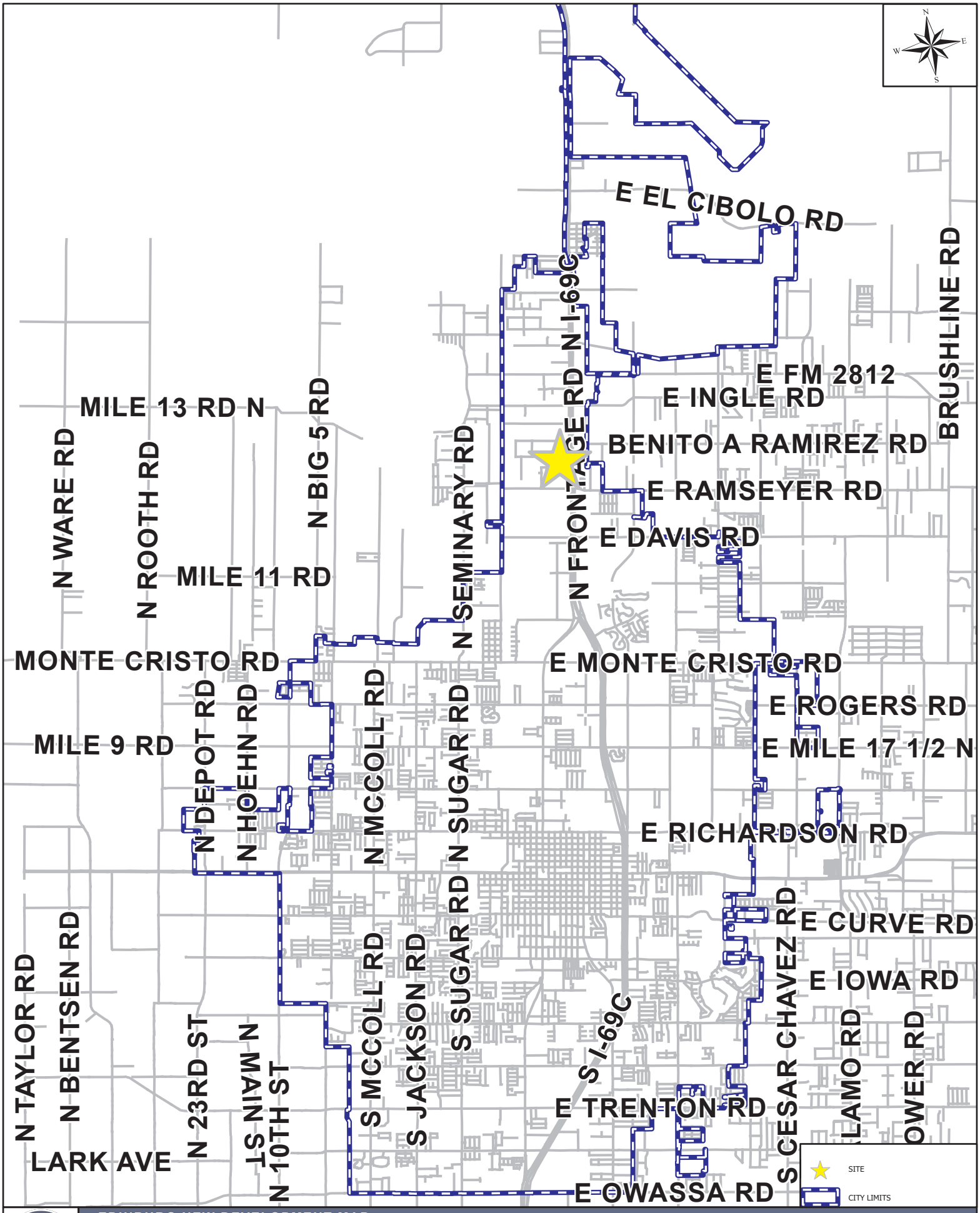
3. **Staff's Recommendation:**
Staff recommends approval of the variance request due to the nature and intent of the industrial activity and advises the applicant to meet the requirements that are set forth in the City of Edinburg's UDC.

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

Table 3.202-1 Nonresidential and Mixed-Use Lot Standards					
District and Development Type	Minimum			FAR	Maximum
	LSR	Lot Area	Lot Width (ft)		Height (ft.)
Industrial, General (IG)					
Industrial	0.15	40,000 sf.	125	0.490	60
Warehouse	0.15	40,000 sf.	125	0.603	60
All other nonresidential uses	0.15	40,000 sf	125	0.454	60

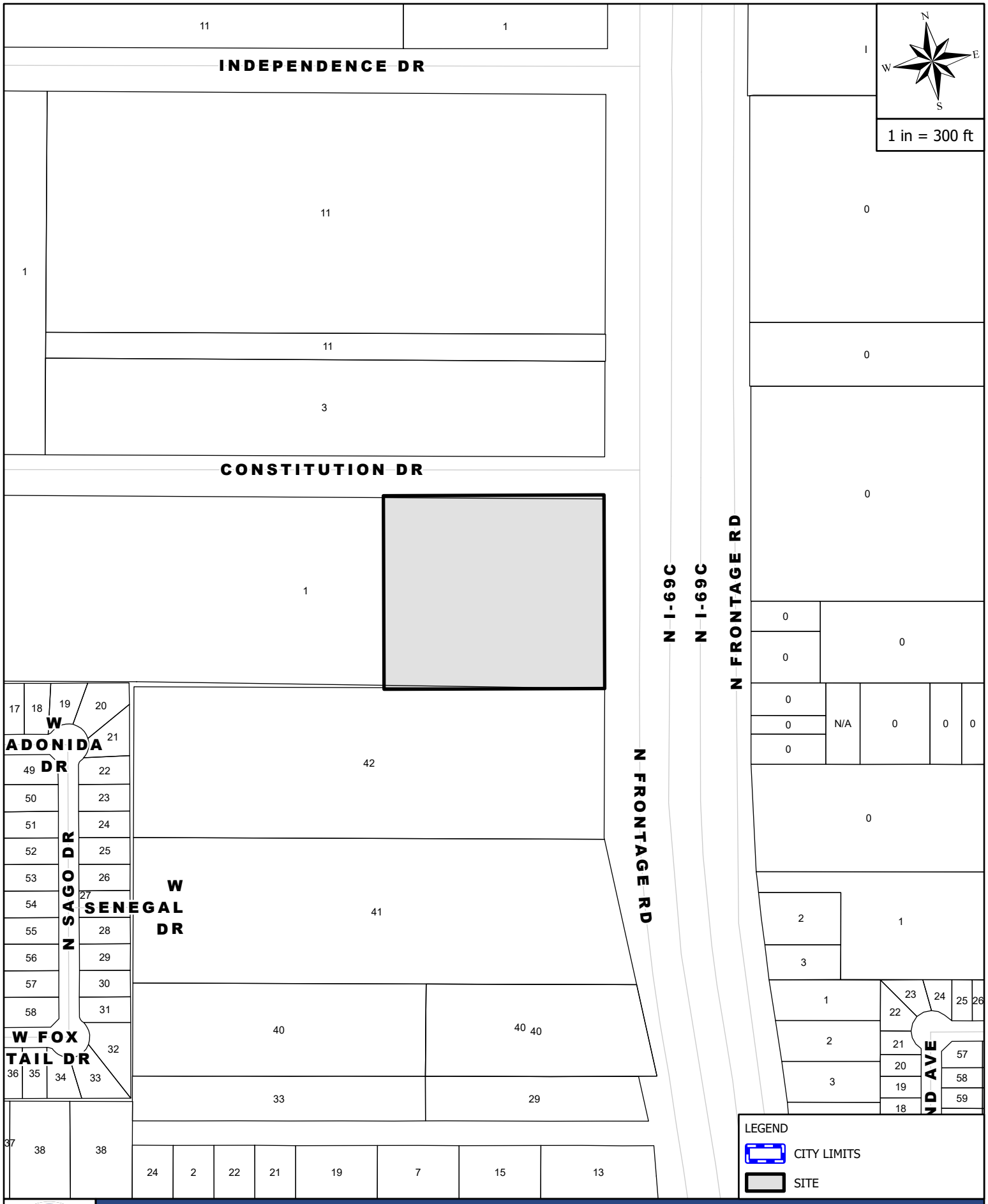


EDINBURG NEW DEVELOPMENT MAP

104 CONSTITUTION DR.

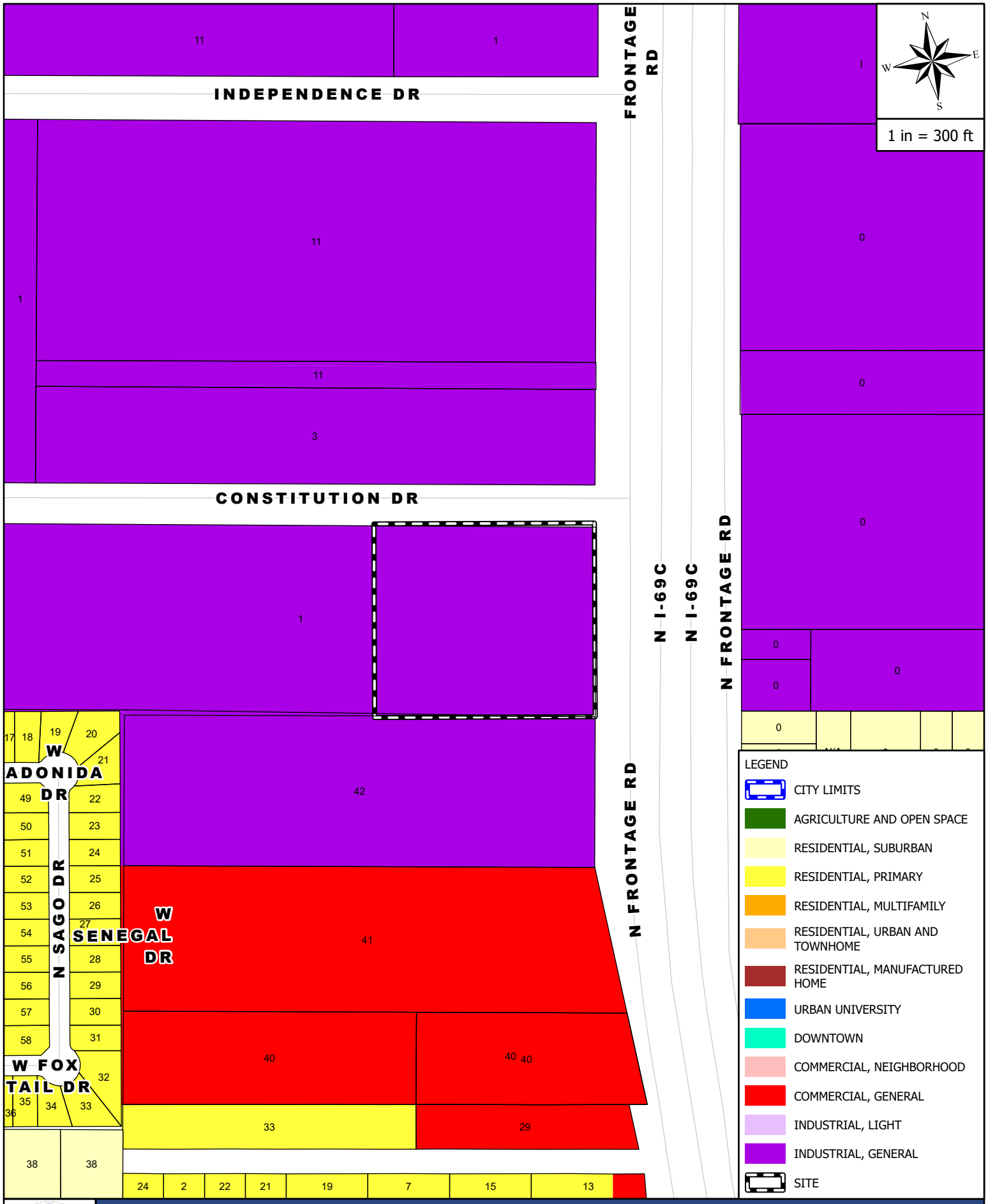
AERIAL MAP

104 CONSTITUTION DR.



MAILOUT AND SITE MAP

104 CONSTITUTION DR.

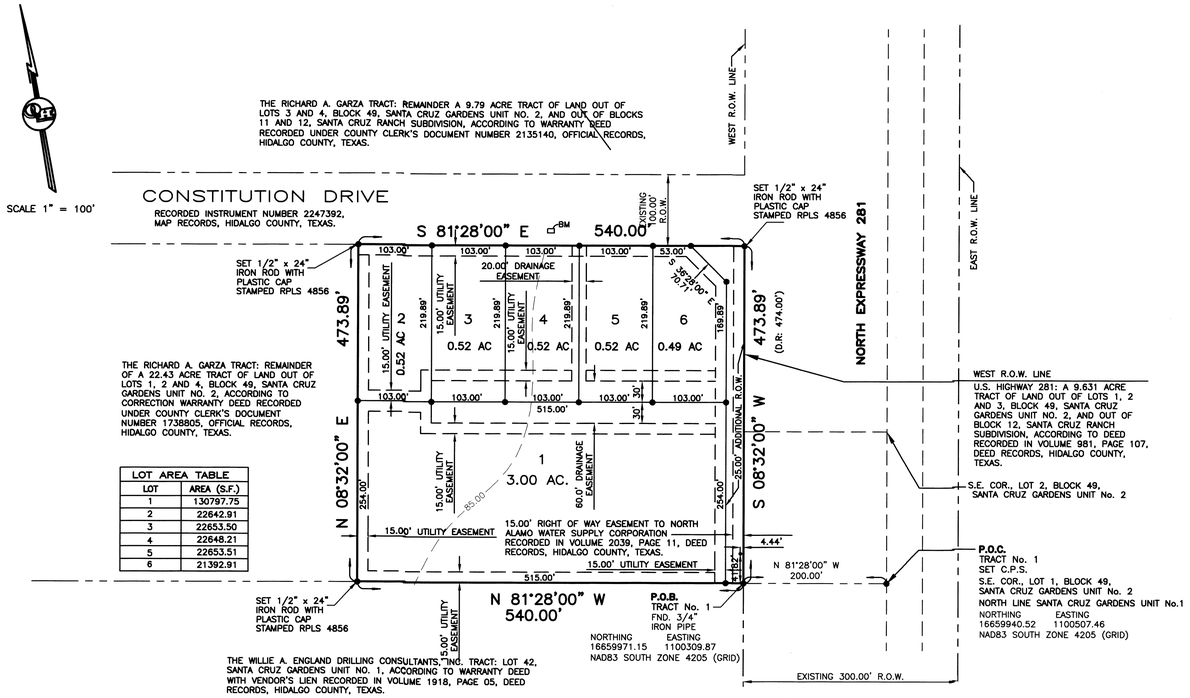


ZONING MAP

104 CONSTITUTION DR

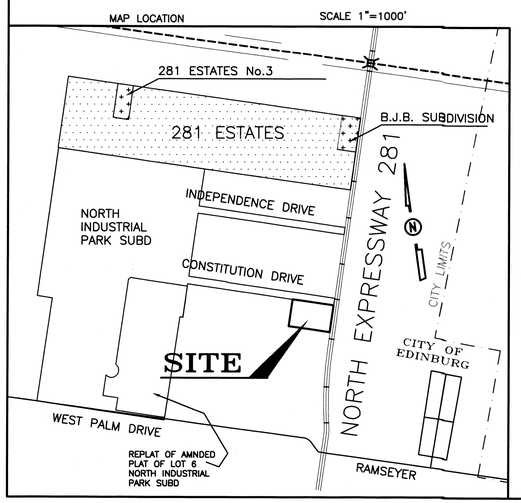
GARCO INDUSTRIAL RANCHES

A 5.87 ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 4, BLOCK 49, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 8, PAGES 28 & 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738805, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



LOT AREA TABLE	
LOT	AREA (S.F.)
1	130797.75
2	22642.91
3	22653.50
4	22648.21
5	22653.51
6	21392.91

ABBREVIATIONS:
- M.R. = MAP RECORD
- R.O.W. = RIGHT OF WAY
- OH = OVERHEAD POWER LINE
- D.R: = DEED RECORD
- FND. = FOUND
- M.B.S.L. = MINIMAL BUILDING SETBACK LINE
- UGL = UNDERGROUND LINE
- R.C.P. = REINFORCED CONCRETE PIPE
- P.V.C. = POLY VINYL CHLORIDE
- N = NORTH
- S = SOUTH
- W = WEST
- E = EAST
- COR. = CORNER
- M.V.E.C. = MAGIC VALLEY ELECTRIC COOPERATIVE
- S.E.T. = SAFETY END TREATMENT
- A.E.P. = AMERICAN ELECTRIC POWER
- P.O.B. = POINT OF BEGINNING
- B.M. = BENCH MARK
- R.P.L.S.= REGISTERED PROFESSIONAL LAND SURVEYOR
- U.G.E.B.= UNDERGROUND ELECTRICAL BOX
- P.O.C. = POINT OF COMMENCEMENT



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD."
COMMUNITY–PANEL NUMBER: 480338 0010 E
MAP REVISED: JUNE 6, 2000 LOMR DATED MAY 14, 2001

2.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION 18" ABOVE TOP OF CURB OF THE STREET.

3.– LEGEND •– DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED

4.– MINIMUM BUILDING SETBACK LINES:
FRONT ..... 25.00 FEET
REAR ..... 30.00 FEET
SIDE ..... 15.00 FEET
CORNER SIDE ..... 25.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

5.– DRAINAGE DETENTION IS: 64,309.11 C.F., 1.15 AC.
LOT 1 = 34,636.86 CF, LOT 2 = 6,003.72 CF, LOT 3 = 6,003.72 CF,
LOT 4 = 6,003.72 CF, LOT 5 = 6,003.72 CF, LOT 6 = 5,657.37 CF,

6.– NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS.

7.– BENCH MARK NOTE:
B.M. ELEV.=83.41 TOP OF INLET LOCATED NEAR THE NORTHEAST CORNER OF LOT 4 OF THIS SUBDIVISION N.A.V.D. 88 DATUM.
NORTHING = 16660504.493
EASTING = 1100118.777

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

9.– A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG CONSTITUTION DRIVE ON SUBDIVISION PROCESS.

10.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI–FAMILY AND CONSTRUCTION.

11.– SITE PLAN MUST BE REVIEWED AND APPROVED BY THE CITY OF EDINBURG PRIOR TO ISSUANCE OF BUILDING PERMITS.

12.– TxDOT PERMIT REQUIRED FOR ACCESS ALONG TxDOT RIGHT–OF–WAYS. ANY ACCESS POINTS TO STATE HIGHWAY MUST COMPLY WITH THE LATEST VERSION OF TxDOT ACCESS MANAGEMENT MANUAL AND CITY OF EDINBURG UNIFIED DEVELOPMENT CODE.

13.– SAID PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIREMENTS AND SPECIFICATIONS. SUCH REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO SETBACKS, BUFFER YARDS, FLOOR AREA RATIO, LANDSCAPE SURFACE RATIO, PARKING REQUIREMENTS, FIRE PROTECTION OR ANY OTHER CITY REQUIREMENTS.

14.– THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

15.– PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROAD(S), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.

16.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY CONSOLIDATED WATER CONTROL AND IMPROVEMENT DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR OUTSIDE USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.

17.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY IRRIGATION DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM HIDALGO COUNTY CONSOLIDATED WATER CONTROL AND IMPROVEMENT DISTRICT.

18.– NO PERMANENT STRUCTURE, UTILITY POLE, HOLE, WALL, FENCE, DRIVEWAY, OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

19.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

20.– INDUSTRIAL, GENERAL (IG) – AS PER TABLE 3.202–2, NONRESIDENTIAL AND MIXED–USE BUILDING

METES AND BOUNDS

A 5.87 ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 4, BLOCK 49, SANTA CRUZ GARDENS UNIT No.2 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738805, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 3/4" IRON PIPE FOUND (NORTHING = 16659971.15, EASTING = 1100309.87) ON THE SOUTH LINE OF LOT 1 AND ON THE WEST RIGHT OF WAY LINE OF NORTH EXPRESSWAY 281 FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID PIPE BEARS N 81°28'00" W, 200.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 (NORTHING = 16659940.52, EASTING = 1100507.46).

THENCE; N 81°28'00" W, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 540.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°32'00" E, A DISTANCE OF 473.89 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF CONSTITUTION DRIVE FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'00" E, ALONG THE SOUTH RIGHT OF WAY LINE OF CONSTITUTION DRIVE, A DISTANCE OF 540.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST RIGHT OF WAY LINE OF NORTH EXPRESSWAY 281 FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°32'00" W, ALONG THE WEST RIGHT OF WAY LINE OF NORTH EXPRESSWAY 281, A DISTANCE OF 473.89 FEET (DEED RECORD: 474.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 5.87 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SANTA CRUZ GARDENS UNIT No.2 SUBDIVISION, RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL LAND SURVEYOR

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

9–15–2025
DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE

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

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

DATE

RICHARD A. GARZA
3910 W. FREDDY GONZALEZ DRIVE
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared
RICHARD A. GARZA
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.
Given under my hand and seal of office this _____ day of _____, 20___.

DANIELA QUINTANILLA
Notary ID #131129367
My Commission Expires
June 9, 2029

DANIELA QUINTANILLA – NOTARY PUBLIC

PLANNING & ZONING COMMISSION CERTIFICATION

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

CHAIRPERSON–PLANNING & ZONING COMMISSION

HIDALGO COUNTY CONSOLIDATED WATER CONTROL

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY CONSOLIDATED WATER CONTROL AND IMPROVEMENT DISTRICT ON THIS THE _____ DAY OF _____, 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY CONSOLIDATED WATER CONTROL AND IMPROVEMENT DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A CONVEYANCE, WAIVER OR ABANDONMENT OF ANY PROPERTY INTEREST HELD BY THE DISTRICT IN THE PROPERTY SHOWN ON THE PLAT; OR THE ACCEPTANCE OR APPROVAL OF THE ACCURACY OF ANY STATEMENT, DIMENSION OR DESCRIPTION SHOWN ON THE PLAT.

PRESIDENT

ATTEST: _____
SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS
MARCO A. GONZALEZ
120016
LICENSED
PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

11-14-25
DATE

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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

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

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
ALFONSOQ@QHA–ENG.COM

DATE OF PREPARATION: SEPTEMBER 15, 2025

FILENAME : F:\DATA\SUBDIVS\EDINBURG\GARCO INDUSTRIAL RANCHES\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
9–15–25	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

LEGEND

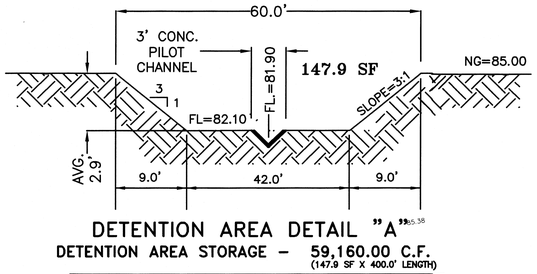
TOTAL DETENTION REQUIRED – 64,309.11 C.F.

LOT 1 = 34,636.86 CF, LOT 2 = 6,003.72 CF, LOT 3 = 6,003.72 CF, LOT 4 = 6,003.72 CF, LOT 5 = 6,003.72 CF, LOT 6 = 5,657.37 CF,

TOTAL DETENTION PROVIDED – 65,100.00 C.F.

LOT 1 = 35,062.84 CF, LOT 2 = 6,077.56 CF, LOT 3 = 6,077.56 CF, LOT 4 = 6,077.56 CF, LOT 5 = 6,077.56 CF, LOT 6 = 5,726.92 CF,

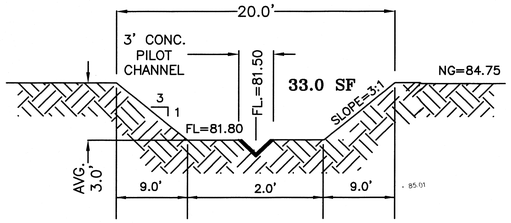
NOTE: THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.



DETENTION AREA DETAIL "A"

DETENTION AREA STORAGE – 59,160.00 C.F. (147.9 SF X 400.0' LENGTH)

NOT TO SCALE



DETENTION AREA DETAIL "B"

DETENTION AREA STORAGE – 5,940.00 C.F. (33.0 SF X 180.0' LENGTH)

NOT TO SCALE

LEGEND
- = FIRE HYDRANT
- = POWER POLE
- = SIGN
- = TEL PED
- = CABLE BOX
- = LIGHT POLE

SANTA CRUZ GARDENS UNIT NO. 2
RECORDED IN VOLUME 8, PAGES 28-29,
MAP RECORDS, HIDALGO COUNTY,TEXAS

EXIST. 12" WATERLINE

LOT 3
BLOCK 49

SCALE 1" =40'

PROP. 12"X6" TAPPING SLEEVE
6" TAPPING VALVE & BOX
BORE & INSTALL
14" STEEL CASING 85 L.F.
FIRE HYDRANT

ELECTRIC TRANSFORMER

CONCRETE SLAB FOR ELECTRIC TRANSFORMER

EXIST. TYPE "A" INLET
TOP=83.46
24"W FL=79.59
24"S FL=79.50

PROP BORE & INSTALL
4" P.V.C. SCH 40 CASING
85 L.F. (TYP.)

EXIST. FIRE HYDRANT

LIGHT POLE

EXIST. TYPE "A" INLET
TOP=84.21
30"W FL=78.42
30"E FL=78.77
24"S FL=79.59

EXISTING 100.00' R.O.W.

CONSTITUTION DRIVE
RECORDED INSTRUMENT NUMBER 2247392, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PROP BORE & INSTALL
4" P.V.C. SCH 40 CASING
85 L.F. (TYP.)

EXIST. TYPE "A" INLET
TOP=83.41
FL=79.84
PROP TIE INTO INLET AT FL=81.52

EXIST. 40.00' CONCRETE STREET

GAS MARKER
WARNING NARTURAL GAS
TEXAS GAS
1-800-959-5325

EXIST. TYPE "A" INLET
TOP=84.28
FL=80.01

PROP. M.H.
W/DROP STRUCTURE
TOP=85.00
INV. WEST=72.00
FL=70.83

S 81°28'00" E 540.00'

PROP. M.H.
TOP=85.00
FL=73.26

PROP 2" SINGLE SERVICE CONN.

ELECTRIC TRANSFORMER ON CONCRETE SLAB

PROP 18" RCP BLEEDER LINE
60 LF S=0.38% Q=6.99 CFS

PROP RIP RAP
FL.=81.75

PROP 8" SANITARY SEWER LINE SDR-26
320.0 L.F. S=0.335%

ELECTRIC TRANSFORMER ON CONCRETE SLAB

SANTA CRUZ GARDENS UNIT NO. 2
RECORDED IN VOLUME 8, PAGES 28-29,
MAP RECORDS, HIDALGO COUNTY,TEXAS

LOT 2
BLOCK 49

15.00' UTILITY EASEMENT

20.00' DRAINAGE EASEMENT

473.89'

PROP 2" SINGLE SERVICE CONN.

OVERHEAD CABLES
MIN HEIGHT=18.81 ft

EXIST. 42.0' PAVEMENT

473.89' (D.R: 474.00')

2 3 4 5 6

3' CONC. PILOT CHANNEL

185.00'

"B" "B"

EXIST. 6" WATERLINE

EXIST. FIRE HYDRANT

"A" "A"

FL.=82.25 FL.=82.00 FL.=82.25

PILOT FL=82.00 PILOT FL=81.75 PILOT FL=82.00

30' 30'

1

3' CONC. PILOT CHANNEL

60.00' DRAINAGE EASEMENT

25.00' ADDITIONAL R.O.W.

6"

15.00' UTILITY EASEMENT

OVERHEAD POWER LINE

EXIST. 15" PVC SANITARY SEWER LINE

S 08°32'00" W

NORTH EXPRESSWAY 281

PROP 44.0' B-B DRIVEWAY AS PER TXDOT STANDARDS

N 08°32'00" E

85.00

15.00' RIGHT OF WAY EASEMENT TO NORTH ALAMO WATER SUPPLY CORPORATION RECORDED IN VOLUME 2039, PAGE 11, DEED RECORDS, HIDALGO COUNTY, TEXAS.

R30.00'

PROP. 6.0' VALLEY GUTTER

EXIST. SANITARY SEWER M.H. TOP=85.77 14" FL=71.49

EXIST. FIRE HYDRANT

OVERHEAD CABLES MIN HEIGHT=17.15 ft

PROP 2" SINGLE SERVICE CONN.

N 81°28'00" W 200.00'

N 81°28'00" W 540.00'

CHAINLINK FENCE

LOT 1
BLOCK 49

42

SANTA CRUZ GARDENS UNIT NO. 1
RECORDED IN VOLUME 7, PAGE 45,
MAP RECORDS, HIDALGO COUNTY,TEXAS

Z:\data\SUBDIVISIONS\Edinburg\GARCO INDUSTRIAL RANCHES\UTILITY			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
XX	XX		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

JOB NO. | DATE | REVISION | SCALE 1"=40' | DRAWN BY XX | SHEET

GARCO INDUSTRIAL RANCHES
UTILITY LAYOUT

11.18.25

STATE OF TEXAS · MARCO A. GONZALEZ · 120016 · LICENSED PROFESSIONAL ENGINEER

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
PETITION
Agenda Item No: 9.A.
Voluntary Annexation at 1099 E. FM 2812

1. **Agenda Item:**
Consider the Petition Providing for the Voluntary Annexation of a 0.918 Acre Parcel Out of Lot 6, Block 1, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas, Located at 1099 E. FM 2812, as Requested by Box Family Limited Partnership, LTD. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 0.918 acre tract is currently a vacant piece of property. The proposed development is located ½ a mile east of N. I-69C and fronts E. FM 2812. Water services will be provided by North Alamo Water Supply Corporation CCN and is within the City of Edinburg Sanitary Sewer CCN. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste and other City Departments will be provided.

The City has received a Minor Plat application for O'Reilly of Edinburg Subdivision on July 28, 2025 at the subject property for a single lot commercial development.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter. Should the petition be approved, final approval of the annexation will be scheduled for consideration by City Council on February 17, 2026.

Based on the preceding provision, the City Council may act on the proposed petition and adopt an ordinance annexing the property at the February 17, 2026, meeting.

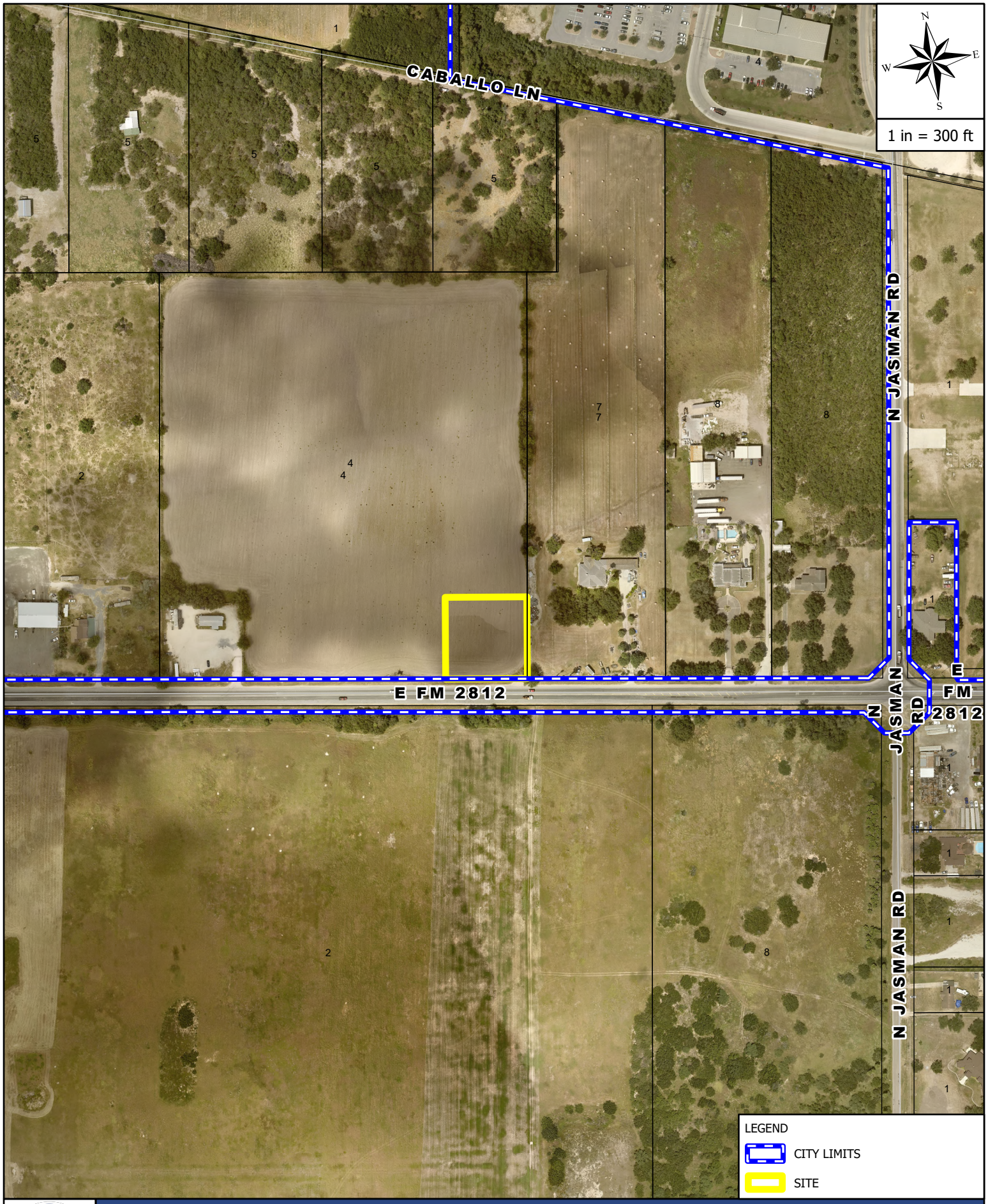
If the City Council would like to proceed with accepting the Petition for Voluntary Annexation, approval of the ordinance on February 17, 2026 will conclude the Voluntary Annexation process.

3. **Staff's Recommendation:**
Staff recommends for the City Council to accept the Petition for the Voluntary Annexation of a 0.918 acre parcel out of Lot 6, Block 1, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas. The proposed Voluntary Annexation Petition falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

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

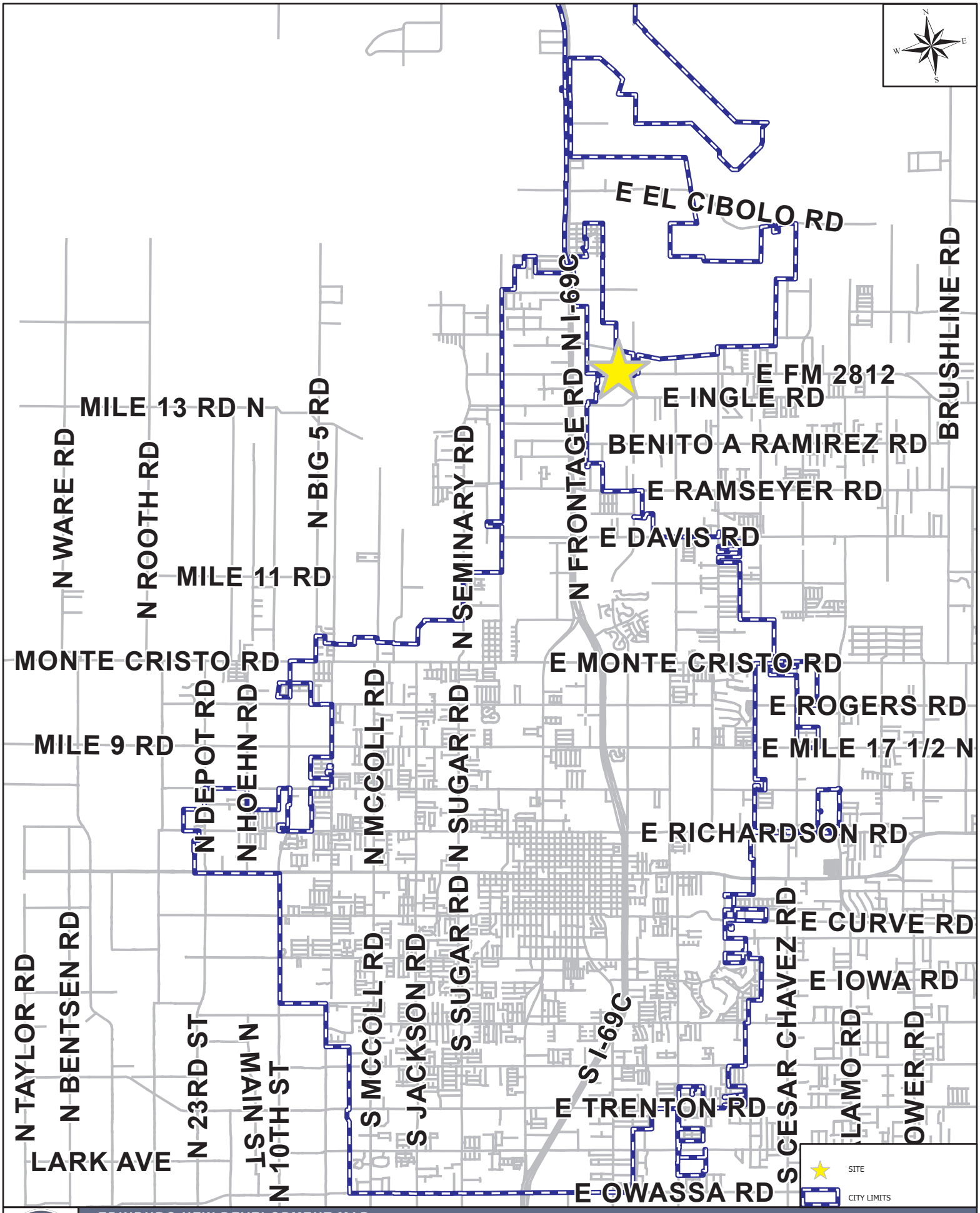
Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments



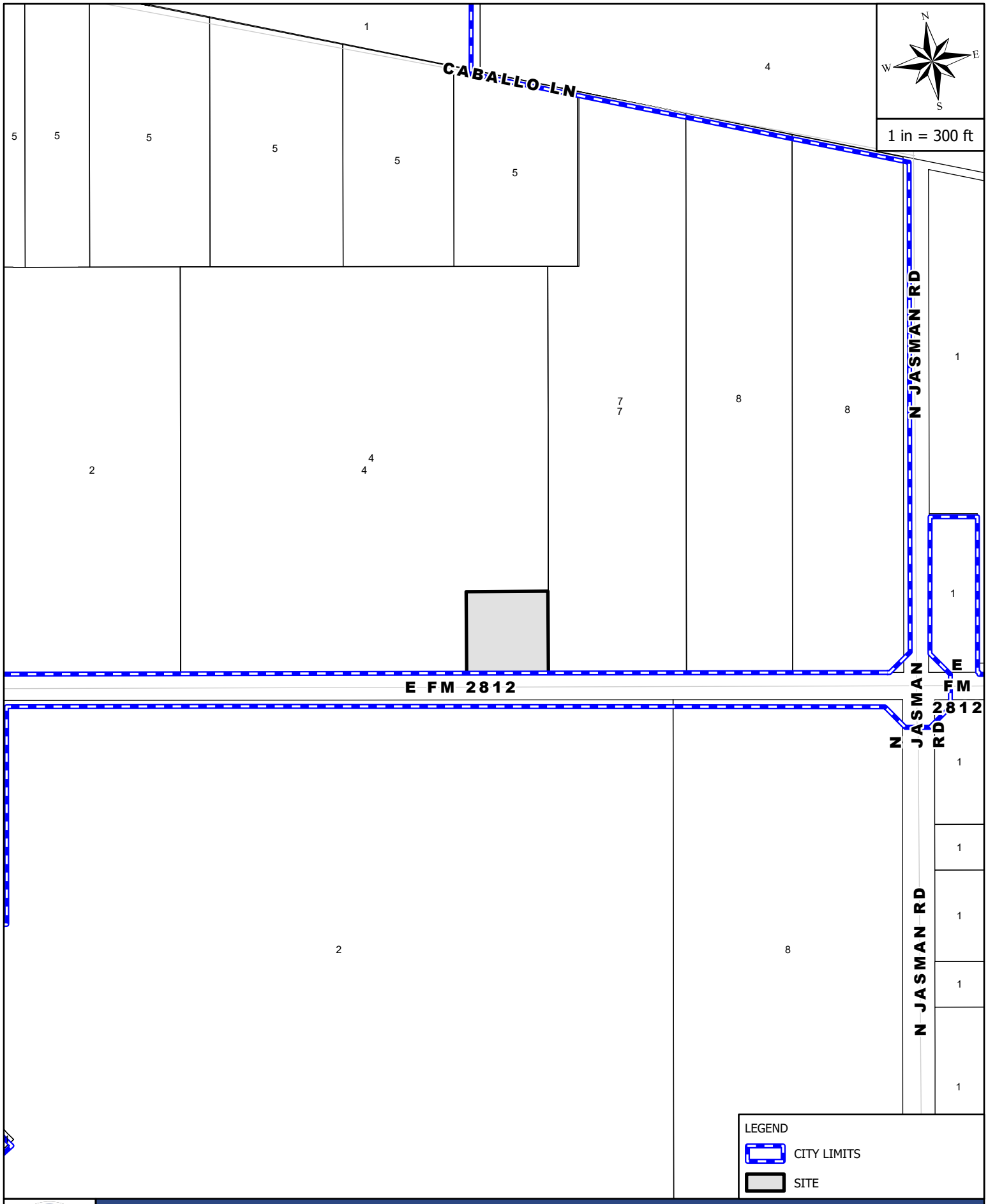
AERIAL MAP

1099 E FM 2812



EDINBURG NEW DEVELOPMENT MAP

1099 E FM 28121099 E FM 2812



MAILOUT AND SITE MAP

1099 E FM 2812

Voluntary Annexation Application

Case: _____ Date: 12/17/25

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

0.918 Acres of Lot six (6), Block one (1) Santa Cruz Gardens, Unit 2, Hidalgo County Texas according the map or plat therof recorded in Volume 8, Pages 28-29 of the Map Records of Hidalgo County. See enclosed Metes and Bounds

Owner's Name (Print): Box Family LimitedPartnership LTD Signature: _____

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JERRY J. BOX, whom stated upon his oath the following:

My name is Jerry J. Box, and I am the owner of the land or representative of the majority of the landowner. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORE TO and subscribed before me on this the 18TH day of DECEMBER, 20 25.

_____
Notary Public in and for the State of Texas

VELMA RAMIREZ
My Notary ID # 3823508
Expires June 11, 2028

Required Documents

____ $100.00 Application Fee
____ Petition per Owner
____ Warranty Deed
____ Survey and Metes and Bounds

Office Use Only

Received by: _____

DOMINION
Engineering Associates, L.C.

Measured Metes and Bounds Description For
Subject Property
O'Reilly Auto Enterprises, LLC Site
A.P.N. 277850
HIDALGO COUNTY, TX

A 0.918 acre parcel out of Lot Six (6), Block One (1), SANTA CRUZ GARDENS, UNIT NO. TWO (2), Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28-29 of the Map Records of Hidalgo County, Texas, said 0.918 acre tract being more particularly described as follows:

Commencing at the Southeasterly corner of said Lot 6, thence North 8°23'00" East 50.00 feet along the east line of said Lot 6 to a 1/2 inch rebar found marking a point on the east line of said Lot 6 and the Northerly right-of-way of Field to Market 2812 and being the POINT OF BEGINNING of said 0.918 acre parcel, from which a 1/2 inch rebar found at the Northeasterly corner of said Lot 6 lies, as a basis of bearings, North 8°23'00" East 973.18 feet; thence along said Northerly right-of-way North 81°37'00" West 200.00 feet to the Southwesterly corner of said 0.918 acre parcel and a 1/2 inch rebar set with cap stamped "Wehde LS 6133"; thence North 8°23'00" East 200.00 to the Northwesterly corner of said 0.918 acre parcel and a 1/2 inch rebar set with cap stamped "Wehde LS 6133"; thence South 81°37'00" East 200.00 feet to the east line of said Lot 6 and the Northeasterly corner of said 0.918 acre parcel and a 1/2 inch rebar set with cap stamped "Wehde LS 6133"; thence along said east line South 8°23'00" West 200.00 feet to the POINT OF BEGINNING.

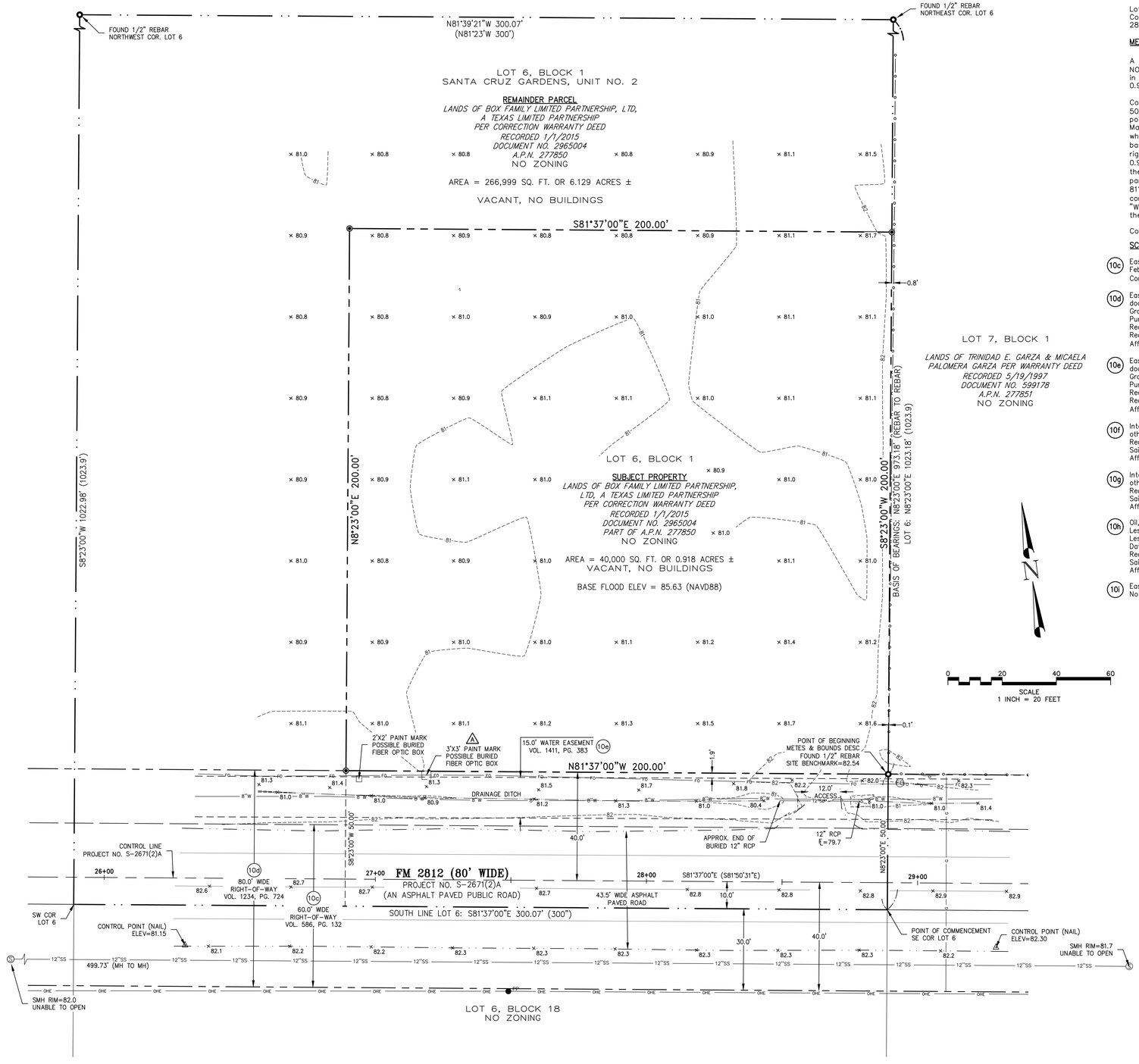
Contains 40,000 sq. ft or 0.918 acres, more or less.

DESCRIPTION PREPARED BY

JAMES V. WEHDE, PLS
TEXAS REGISTRATION NO. 6133
10 WEST LAND SURVEYING
& MAPPING, INC.
410 S FOREST GLEN BLVD.
POST FALLS, ID 83854

01/29/2025

5684 S. Green Street Murray, Utah 84123 • (801)713-3000 • FAX (801)713-3030



LEGAL DESCRIPTION (PER TITLE COMMITMENT)

Lot Six (6), Block One (1), SANTA CRUZ GARDENS, UNIT NO. TWO (2), Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28–29 of the Map Records of Hidalgo County, Texas.

MEASURED METES AND BOUNDS

A 0.918 acre parcel out of Lot Six (6), Block One (1), SANTA CRUZ GARDENS, UNIT NO. TWO (2), Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28–29 of the Map Records of Hidalgo County, Texas, said 0.918 acre tract being more particularly described as follows:

Commencing at the Southeasterly corner of said Lot 6, thence North 8°23'00" East 50.00 feet along the east line of said Lot 6 to a 1/2 inch rebar found marking a point on the east line of said Lot 6 and the Northerly right–of–way of Field to Market 2812 and being the POINT OF BEGINNING of said 0.918 acre parcel, from which a 1/2 inch rebar found at the Northeasterly corner of said Lot 6 lies, as a basis of bearings, North 8°23'00" East 973.18 feet; thence along said Northerly right–of–way North 81°37'00" West 200.00 feet to the Southwesterly corner of said 0.918 acre parcel and a 1/2 inch rebar set with cap stamped "Wehde LS 6133"; thence North 8°23'00" East 200.00 to the Northwesterly corner of said 0.918 acre parcel and a 1/2 inch rebar set with cap stamped "Wehde LS 6133"; thence South 81°37'00" East 200.00 feet to the east line of said Lot 6 and the Northeasterly corner of said 0.918 acre parcel and a 1/2 inch rebar set with cap stamped "Wehde LS 6133"; thence along said east line South 8°23'00" West 200.00 feet to the POINT OF BEGINNING.

Contains 40,000 sq. ft or 0.918 acres, more or less.

SCHEDULE B ITEMS:

(10c) Easements and conditions as set out in Dedication of Santa Cruz Gardens Unit No. 2, dated February 12, 1946, recorded May 28, 1946 in Volume 586, Page 132, Deed Records, Hidalgo County, Texas. Affects the subject property, a 60' public road easement is shown.

(10d) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: the State of Texas
Purpose: right–of–way easement
Recording Date: June 18, 1969
Recording No: Volume 1234, Page 724, Deed Records, Hidalgo County, Texas
Affects the subject property, a 80' highway easement is shown.

(10e) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: North Alamo Water Supply Corporation
Purpose: right–of–way easement
Recording Date: June 24, 1974
Recording No: Volume 1411, Page 383, Deed Records, Hidalgo County, Texas
Affects the subject property, a 15' wide water easement is shown.

(10f) Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document
Recording No.: Volume 653, Page 286, Deed Records, Hidalgo County, Texas
Said mineral interest not traced subsequent to the date of the above–cited instrument.
Affects the subject property, blanket in nature, not shown.

(10g) Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document
Recording No.: Volume 1724, Page 49, Deed Records, Hidalgo County, Texas
Said mineral interest not traced subsequent to the date of the above–cited instrument.
Affects the subject property, blanket in nature, not shown.

(10h) Oil, Gas and Mineral Lease, together with all rights incident thereto.
Lessor: Santa Cruz Farms Company
Lessee: Magnolia Petroleum Company
Dated: March 15, 1944
Recording No.: Volume 54, Page 93, Oil, Gas and Mineral Records, Hidalgo County, Texas
Said mineral interest not traced subsequent to the date of the above–cited instrument.
Affects the subject property, blanket in nature, not shown.

(10i) Easements, rules, regulations and rights in favor of Santa Cruz Irrigation District No. 15.
No information provided, not shown or addressed.

(10l) Easements, rules, regulations and rights in favor of Santa Cruz Irrigation District No. 15.
No information provided, not shown or addressed.

LEGEND:

- REMAINDER PARCEL LINE
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- RIGHT OF WAY LINE
- EDGE OF ASPHALT
- CHAIN LINK FENCE LINE
- DITCH FLOWLINE
- CONCRETE SURFACE
- SANITARY SEWER MANHOLE
- FIBER OPTIC MANHOLE
- POWER POLE
- SIGN
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- OVERHEAD ELECTRIC/TELEPHONE LINE
- FIBER OPTIC LINES
- FOUND AS NOTED
- 1/2" REBAR W/CAP STAMPED "WEHDE PLS 6133" TO BE SET

WATER
NORTH ALMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, TEXAS 78542
(NO CONTACT PROVIDED)
(956) 383–1618

SEWER, WATER & STORM
CITY OF EDINBURG
415 W UNIVERSITY DR.
EDINBURG, TEXAS 78539
(NO CONTACT PROVIDED)
(956) 388–8212

HIGHWAYS
TEXAS DEPARTMENT OF TRANSPORTION
600 W. INTERSTATE 2
PHARR, TX 78577
(NO CONTACT PROVIDED)
(956) 702–6100

NATURAL GAS
NUSTAR LOGISTICS LP
LAURI KANE
(210) 563–6062

ELECTRIC
AMERICAN ELECTRIC POWER
(NO CONTACT PROVIDED)
(866) 237–5028

FIBER OPTIC
AT&T
(NO CONTACT PROVIDED)
(844) 855–1539

RECORD OWNER:
FEE SIMPLE INTEREST IN THE LAND DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY ALAMO TITLE INSURANCE, COMMITMENT NO. 4000412401925 EFFECTIVE NOVEMBER 21, 2024 IS OWNED BY: BOX FAMILY LIMITED PARTNERSHIP, LTD, A TEXAS LIMITED PARTNERSHIP PER CORRECTION WARRANTY DEED RECORDED 1/1/2005 UNDER DOCUMENT NO. 2965004, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

TITLE COMMITMENT:
THE TITLE COMMITMENT WAS PROVIDED BY ALAMO TITLE INSURANCE COMMITMENT NO. 4000412401925 EFFECTIVE NOVEMBER 21, 2024

CURRENT ZONING DISTRICT:
THE SUBJECT PROPERTY IS LOCATED WITHIN AN UNINCORPORATED AREA OF THE COUNTY WHERE THE COUNTY DOES NOT MAINTAIN ZONING INFORMATION ACCORDING TO AN EMAIL FROM ANTHONY URESTI, HIDALGO COUNTY PLANNING DEPT. (956–318–2840). ACCORDING TO THE HIDALGO COUNTY GIS MAP, THE SUBJECT PROPERTY IS LOCATED WITHIN THE CITY OF EDINBURG'S EXTRATERRITORIAL JURISDICTION (ETJ).

VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES:

1. **BASIS OF BEARING:** CONSIDERED AS BEING NORTH 8°23'00" EAST ALONG THE EASTERLY LINE OF LOT 6, BLOCK 1, SANTA CRUZ GARDENS, UNIT NO. 2 ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28–29 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2. **VERTICAL DATUM:** FOR THIS PROJECT IS NAVD88 BASED UPON THE NGS OPUS SHARED SOLUTION POINT IDENTIFICATION NO. BBJV65, A NAIL & WASHER SET IN THE CONCRETE BRIDGE ALONG BENITO A RAMIREZ ROAD APPROXIMATELY 0.15 MILE WEST OF JASMIN ROAD, AND HAVING AN ELEVATION OF 83.71 FEET.

3. **SITE BENCHMARK:** FOUND 1/2" REBAR SET IN CONCRETE AT THE SOUTHEASTERLY CORNER OF THE SUBJECT PROPERTY AS SHOWN. ELEVATION= 82.54 FEET.

4. **FEDERAL FLOODPLAIN MAPS:** 4803340325D, WITH REVISION DATE OF JUNE 6, 2000 AND LETTER OF MAP REVISION (LOMR) CASE NO. 01–06–1095P, DATED MAY 17, 2001 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY SHOWS THIS SITE AS BEING WITHIN ZONE AE (SPECIAL FLOOD HAZARD AREA INUNDATED BY 100–YEAR FLOOD – BASE FLOOD ELEVATIONS DETERMINED). BASE FLOOD ELEVATION = 85.63 FEET (NAVD88 CONVERTED) OR 86.00 FEET (NGVD29).

5. **UTILITY LOCATIONS:** UTILITY LOCATIONS SHOWN ARE PER OBSERVED EVIDENCE, INFORMATION PROVIDED BY THE PURVEYORS, PAINTED MARKINGS PROVIDED BY THE DIG LINE LOCATORS (TICKET #255083763 2) AND ON–SITE PRIVATE UTILITY LOCATE SERVICE MARKINGS. UTILITY LOCATIONS WERE SURVEYED AND INCORPORATED INTO THE TOPOGRAPHIC MAP INFORMATION REPRESENTING THE BEST AVAILABLE INDIRECT LOCATION OF NOTED UTILITIES. NOTE THAT PRECISE LOCATIONS AND PRESENCE OF UTILITIES MUST BE THE RESPONSIBILITY OF ENTITIES IN CHARGE OF CONSTRUCTION ACTIVITIES ON SITE. DESIGN/ENGINEERING INFORMATION IS AVAILABLE AT THE DISCRETION OF THE INDIVIDUAL UTILITY PROVIDERS.

6. **SANITARY SEWER:** SANITARY SEWER LINES SHOWN ARE PER INFORMATION OBTAINED FROM THE CITY OF EDINBURG UTILITY DEPARTMENT AND OBSERVED EVIDENCE. EDINBURG MAPS INDICATE A 12" LINE. CONFIRMATION OF PIPE SIZES AND INVERT MEASUREMENTS WERE UNABLE TO BE OBTAINED FROM THE STRUCTURES IN THE VICINITY OF THE SUBJECT PROPERTY. THE MANHOLES ARE IN POOR CONDITION AND WERE UNABLE TO BE OPENED AT THE TIME OF THE SURVEY.

7. **WATER:** EXISTING UNDERGROUND WATER LINE INFORMATION SHOWN IS BASED ON INFORMATION OBTAINED FROM NORTH ALMO WATER SUPPLY COMPANY AND OBSERVED EVIDENCE. EXISTING UNDERGROUND WATER LINES SHOWN ARE 8" (MATERIAL UNKNOWN) PER NORTH ALMO WATER SUPPLY COMPANY.

8. **STORM DRAIN:** AN OPEN DITCH & ASSOCIATED 12" CONCRETE PIPE EXIST ON THE NORTH SIDE OF FM 2812.

9. **GAS:** EXISTING UNDERGROUND GAS LINE INFORMATION SHOWN IS PER OBSERVED EVIDENCE.

10. **ELECTRIC:** EXISTING OVERHEAD ELECTRIC LINE SHOWN IS PER OBSERVED EVIDENCE.

11. **ROADWAY DATA: F.M. 2812** IS CONSIDERED TO BE A STATE HIGHWAY. THE AREA OF THE ROADWAY HAS BEEN ANNEXED INTO EDINBURG CITY. THE ROADWAY ADJOINING THE SOUTH SIDE OF THE SURVEYED SITE IS 2 LANE ASPHALTIC PAVING. PAVEMENT IS IN GOOD CONDITION. SPEED LIMIT FOR F.M. HIGHWAY 2812 IS 60 MPH. RIGHT OF WAY WIDTH IS 80 FEET. CENTERLINE STATIONING IS BASED ON RIGHT OF WAY DRAWINGS FOR PROJECT NO. S–2671(2)A, DATED MARCH 13, 1972 OBTAINED FROM TXDOT. HECTOR SILLER, AREA ENGINEER, TXDOT (PHARR DISTRICT) INDICATES THERE ARE PLANS IN WIDEN FM 2812 TO A WIDTH OF 120' IN THE AREA OF THE SUBJECT PROPERTY.

12. **PARKING SPACES:** THERE ARE NO MARKED PARKING SPACES LOCATED ON THE SUBJECT PROPERTY.

13. **POSSIBLE ENCUMBRANCES:**

(1) FIBER OPTIC UTILITY MARKINGS ALONG SOUTH PROPERTY LINE.

14. **TOTAL LAND AREA:** SUBJECT PROPERTY: 40,000 SQ. FT. OR 0.918 ACRES ±
REMAINDER PARCEL: 266,999 SQ. FT. OR 6.129 ACRES ±
TOTAL AREA: 306,999 SQ. FT. OR 7.047 ACRES ±

15. **ADDRESS:** 1001 EAST FM 2812, HIDALGO COUNTY, TEXAS.

SURVEYOR'S CERTIFICATE

TO: O'REILLY AUTO ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY; ALAMO TITLE COMPANY AND ALAMO TITLE INSURANCE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 7(A), 7(B)(1), 7(C), 8, 9, 11, 13, 14, 16, 17 & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 16, 2025. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ALL THE INFORMATION HEREON IS TRUE AND ACCURATELY SHOWN.

DATE OF PLAT OR MAP:
January 30, 2025.

Surveyor's signature

STATE OF TEXAS
JAMES VINCENT WEHDE
6133
REGISTERED
PROFESSIONAL
LAND SURVEYOR

1/30/2025

DRAWN	BJE 01.2025	CHECKED	JVW 01.2025
	DATE		DATE
DESIGNED			
	DATE		PROJECT ENGINEER
APPROVED	JDP		
	DATE		PROJECT MANAGER

O'REILLY AUTO ENTERPRISES, LLC

HIDALGO COUNTY, TEXAS

Dominion Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801–713–3000

ALTA/NSPS LAND TITLE SURVEY
PART OF A.P.N. 277850

LOCATED IN LOT 6, BLOCK 1
SANTA CRUZ GARDENS, UNIT NO. 2

NO.	REVISIONS	BY	DATE
1	UPDATE FM 2812 INFO	JWV	1.29.25
0	RELEASED FOR REVIEW	JWV	1.29.25

PROJECT NO. 4188–01
SHEET NO. SV1
FILE NAME: SV1
SCALE: 1"=20'

Path: P:\O–REILLY ALTA SURVEYS\O–REILLY EDINBURG TX 4188\SURVEY\DRAWINGS\EDINBURG ALTA.dwg | plot date: January 30, 2025 | plotted by: bryan

SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS

DATE	ACTION/EVENT	LEGAL AUTHORITY
December 29, 2025 February 3, 2026	Submitted petition for annexation Resolution to City Council on accepting petition of voluntary annexation	
February 3, 2026	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for March 3, 2026	TGC 43.0671
February 6, 2026 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on **February 6, 2026**, for publication **February 11, 2026** Post notice of public hearing on city's website and maintain until hearings are complete **School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.**
February 11, 2026	Legal notice for Public Hearing Published for the date of February 11, 2026 (20 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
March 3, 2026	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
March 3, 2026	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONTRACTUALS
Agenda Item No: 10.A.
ESRI - Master Service Agreement

1. **Agenda Item:**
Consider Authorizing the City Manager to Renew a Master Service Agreement and Small Government Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI) for Licenses on Geographic Information System (GIS) City Wide as a Sole Source Item for an Amount Not to Exceed $268,200.00. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
On February 4, 2020, the City entered into a three-year Master Service Agreement with ESRI, Inc. to support citywide Geographic Information System (GIS) operations. On March 7, 2023, the City executed a subsequent three-year Master Service Agreement to continue these services.

GIS is utilized by multiple City departments as a tool to capture, store, manage, and analyze geospatial data. It supports a wide range of functions, including mapping City infrastructure, asset inventory, land management, addressing, crime analysis, logistics routing, and dashboard reporting.

The agreement provides unlimited licenses for ArcGIS applications, improving efficiency and ensuring consistent maintenance of City data. GIS systems are developed by the City's Engineering/GIS staff, while data is updated and maintained by various City departments.

The agreement falls under the Small Municipal and County Government Enterprise classification for jurisdictions with populations between 100,001 and 125,000 and includes a 0.010% annual increase:

Year 1: $88,500.00
Year 2: $89,400.00
Year 3: $90,300.00
For a total amount of $268,200.00

Funding in the amount of $88,500.00 is currently available within the General Fund Operating budget, Engineering Department. Funding requirements for years 2 and 3 will be subject to allocation within the operational budgets of the corresponding fiscal years.

GIS supports the City's geospatial needs across multiple areas, including infrastructure systems (water, sanitary sewer, storm sewer, and streets), the Capital Projects Dashboard, land use and development, solid waste management, police operations, and parks.

3. **Staff's Recommendation:**
Approving Authorizing the City Manager to Renew a Master Service Agreement and Small Government Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI) for Licenses on Geographic Information System (GIS) City Wide as a Sole Source Item for an Amount Not to Exceed $268,200.00.

Reviewed by:

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:
A. Q-559302

January 5, 2026

Sergio Castro
City of Edinburg
415 W University Dr
Edinburg, TX 78539-4353

Dear Sergio,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri’s Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Eric Lomeli

Quotation # Q-559302

Date: January 5, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 318117 Contract # ENTERPRISE AGREEMENT

City of Edinburg
Engineering Dept
415 W University Dr
Edinburg, TX 78539-4353

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/22/2025 To: 3/22/2026

ATTENTION: Sergio Castro
PHONE: 9563888202 x1821
EMAIL: scastro@cityofedinburg.com

Small Government Enterprise Agreement

Material	Qty	Term	Unit Price	Total
193207	1	Year 1	$88,500.00	$88,500.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 2	$89,400.00	$89,400.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 3	$90,300.00	$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$268,200.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$268,200.00

The optional phased pricing quoted here is a onetime offer and valid through the 3 year term of this Enterprise Agreement. The Enterprise Agreement renewal fee will be based on the List Price at the time of Renewal.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Eric Lomeli	elomeli@esri.com	(210) 499-1044 x8845

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-4)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	50	ArcGIS Enterprise Contributor User Type	50
ArcGIS Online Mobile Worker User Type	200	ArcGIS Enterprise Mobile Worker User Type	200
ArcGIS Online Creator User Type	200	ArcGIS Enterprise Creator User Type	200
ArcGIS Online Professional User Type	50	ArcGIS Enterprise Professional User Type	50
ArcGIS Online Professional Plus User Type	50	ArcGIS Enterprise Professional Plus User Type	50
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	50	ArcGIS Location Sharing for ArcGIS Enterprise	50
ArcGIS Online Service Credits	125,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	50

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONTRACTUALS
Agenda Item No: 10.B.
Bid No. 2026-02 Brennaaleen Cedar Detention Pond Project Phase III

1. **Agenda Item:**
Consider Awarding Bid No. 2026-02, Brennaaleen Cedar Detention Pond Project Phase III to 2GS, LLC for an Amount Not to Exceed $216,162.00 through the Community Development Block Grant No. B-24-MC-48-0503 and Authorize the City Manager to Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

2. **Description:**

The Brennaaleen Cedar Detention Pond Project is intended to provide drainage relief to the Brennaaleen Park, Cedar Heights, and Greenbriar subdivisions.

Phase I: Completed in 2023—included property acquisition, a geotechnical study, and the development of engineering plans and specifications.

Phase II: Completed in 2025—consisted of excavating a regional detention pond and installing drainage infrastructure along Cynthia Drive and a portion of Cedar Drive.

Phase III: The project will focus on increasing drainage conveyance capacity within the existing storm sewer system. It will also include paving and drainage improvements in accordance with engineering plans and specifications prepared by KCI Technologies, Inc.

If approved, substantial completion of the Phase III project is anticipated within ninety (90) calendar days from the Notice to Proceed.

On January 6, 2026, bids were opened for Bid No. 2026-02, Brennaaleen Cedar Detention Pond Project – Phase III. Seven (7) bids were received. Following a thorough review, staff determined that six (6) bids were responsive and met the terms and conditions of the bid solicitation.

Staff recommends awarding Bid No. 2026-02 to 2GS, LLC, the lowest qualified and responsive bidder meeting all specifications, in the amount of $216,162.00. The City of Edinburg has not previously conducted business with 2GS, LLC.

The following contractors submitted responsive bids:

1. 2GS, LLC – $216,162.00
2. VCCS, LLC – $224,348.50
3. GOPE Construction, LLC – $228,600.00
4. The 5125 Company – $255,555.00

5. Blue Dot Site & Utilities, LLC – $275,885.00

6. Go Underground, LLC – $324,148.02

Funding in the amount of $216,162.00 is available through the 2024–2025 Community Development Block Grant (CDBG).

3. Staff's Recommendation:

Approve Awarding Bid No. 2026-02, Brennaaleen Cedar Detention Pond Project Phase III to 2GS, LLC for an Amount Not to Exceed $216,162.00 through the Community Development Block Grant No. B-24-MC-48-0503 and Authorize the City Manager to Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:

Prepared by:
Alicia Carmona, Assistant City Engineer

Attachments:

A. Bid Tabulation
B. Letter of Recommendation
C. Agreement
D. 2GS, LLC Bid Proposal
E. Blue Dot Site & Utilities, LLC Bid Proposal
F. Go Underground, LLC Bid Proposal
G. GOPE Construction, LLC Bid Proposal
H. The 5125 Company Bid Proposal
I. VCCS, LLC Bid Proposal

THE CITY OF Edinburg

BID 2026-02 BRENNALEEN CEDAR DETENTION POND PROJECT -PHASE III

BID OPENING DATE: TUESDAY, JANUARY 06, 2026 at 3:00 P.M.

Drainage					2GS LLC		ADREC Construction Company, LLC		Blue Dot Site & Utilities, LLC.		GOPE Construction LLC		GO UNDERGROUND LLC		THE 5125 COMPANY		VCCS, LLC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	Mobilization/Bonds/Insurance	1	LS	$16,000.00	$16,000.00	$23,000.00	$23,000.00	$20,000.00	$20,000.00	$12,000.00	$12,000.00	$85,000.00	$85,000.00	$12,000.00	$12,000.00	$15,450.00	$15,450.00
	2	Traffic Control	1	LS	$3,600.00	$3,600.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$25,000.00	$25,000.00	$6,000.00	$6,000.00	$1,730.00	$1,730.00
	3	Manhole	3	EA	$4,600.00	$13,800.00	$6,000.00	$18,000.00	$7,250.00	$21,750.00	$5,500.00	$16,500.00	$4,280.00	$12,840.00	$4,000.00	$12,000.00	$3,960.00	$11,880.00
	4	Inlet Type A	1	EA	$4,600.00	$4,600.00	$5,000.00	$5,000.00	$7,250.00	$7,250.00	$5,500.00	$5,500.00	$4,280.00	$4,280.00	$3,500.00	$3,500.00	$3,780.00	$3,780.00
	5	Inlet Type CC	1	EA	$4,600.00	$4,600.00	$5,000.00	$5,000.00	$7,250.00	$7,250.00	$5,500.00	$5,500.00	$4,090.00	$4,090.00	$3,000.00	$3,000.00	$4,420.00	$4,420.00
	6	Type A Inlet w/ Extension	5	EA	$5,300.00	$26,500.00	$5,500.00	$27,500.00	$7,000.00	$35,000.00	$5,500.00	$27,500.00	$3,810.00	$19,050.00	$4,500.00	$22,500.00	$4,680.00	$23,400.00
	7	24" R.C.P. Class III Rubber Gasket	774	LF	$87.00	$67,338.00	$90.00	$69,660.00	$115.00	$89,010.00	$80.00	$61,920.00	$70.90	$54,876.60	$95.00	$73,530.00	$100.00	$77,400.00
	8	18" R.C.P. Class III Rubber Gasket	383	LF	$81.00	$31,023.00	$75.00	$28,725.00	$105.00	$40,215.00	$70.00	$26,810.00	$110.74	$42,413.42	$90.00	$34,470.00	$98.50	$37,725.50
	9	18" R.C.P. Safety End Treatment	1	EA	$1,800.00	$1,800.00	$3,000.00	$3,000.00	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$1,750.00	$1,750.00	$3,681.00	$3,681.00	$1,820.00	$1,820.00
	10	SW3P Plan & Implementation	1	LS	$4,500.00	$4,500.00	$1,500.00	$1,500.00	$6,500.00	$6,500.00	$16,000.00	$16,000.00	$12,000.00	$12,000.00	$4,000.00	$4,000.00	$7,530.00	$7,530.00
	11	Removal of R.C.P.	29	LF	$30.00	$870.00	$30.00	$870.00	$60.00	$1,740.00	$50.00	$1,450.00	$12.00	$348.00	$1.00	$29.00	$36.00	$1,044.00
	12	Trench Protection	343	LF	$5.00	$1,715.00	$4.00	$1,372.00	$10.00	$3,430.00	$10.00	$3,430.00	$12.00	$4,116.00	$1.00	$343.00	$6.50	$2,229.50
	13	Stabilized Backfill	247	CY	$62.00	$15,314.00	$80.00	$19,760.00	$60.00	$14,820.00	$50.00	$12,350.00	$80.00	$19,760.00	$100.00	$24,700.00	$59.10	$14,597.70
	14	Project Sign (4'x8')	1	LS	$1,300.00	$1,300.00	$700.00	$700.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$600.00	$600.00	$500.00	$500.00	$450.00	$450.00
		Total				**$192,960.00**		**$214,087.00**		**$254,165.00**		**$198,960.00**		**$286,124.02**		**$200,253.00**		**$203,456.70**
Roadway					**2GS LLC**		**ADREC Construction Company, LLC**		**Blue Dot Site & Utilities, LLC.**		**GOPE Construction LLC**		**GO UNDERGROUND LLC**		**THE 5125 COMPANY**		**VCCS, LLC.**	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	Cut & Restore	460	SY	$48.00	$22,080.00	$75.00	$34,500.00	$45.00	$20,700.00	$60.00	$27,600.00	$80.00	$36,800.00	$120.00	$55,200.00	$43.00	$19,780.00
	2	Remove Curb & Gutter	102	LF	$11.00	$1,122.00	$10.00	$1,020.00	$10.00	$1,020.00	$20.00	$2,040.00	$12.00	$1,224.00	$1.00	$102.00	$10.90	$1,111.80
		Total				**$23,202.00**		**$35,520.00**		**$21,720.00**		**$29,640.00**		**$38,024.00**		**$55,302.00**		**$20,891.80**
		TOTAL BID AMOUNT				**$216,162.00**		**$249,607.00**		**$275,885.00**		**$228,600.00**		**$324,148.02**		**$255,555.00**		**$224,348.50**

KCI

ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

2610 North Shary Road • Mission, Texas 78574 • Phone 956-271-6688

THE CITY OF Edinburg

January 16, 2026

Mrs. Ayala
City Manager
415 W University Dr.
Edinburg, TX 78539

Re: Brennaaleen Cedar Detention Pond Project – Phase III - #2026-02
Award Recommendation

Dear Mrs. Ayala:

Enclosed you will find the bid tabulation table for the above referenced project. The project received seven bids from: 2GS LLC, ADREC Construction Company, LLC., Blue Dot Site & Utilities, LLC., GOPE Construction LLC, GO UNDERGROUND LLC, THE 5125 Company and VCCS, LLC. The total base bids ranged from a low of $216,162.00 from 2GS LLC to a high of $324,148.02 from GO UNDERGROUND LLC. The engineer's estimate for the project was $369,415.30.

After evaluating the Bids and Bidders, we recommend that the City of Edinburg award the construction project to 2GS LLC for a bid price of $216,162.00.

Prior to executing the construction contract to the recommended contractor, the City of Edinburg will need to verify the provided insurance and bonding meet the contract conditions.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Oscar Arturo Garza, P.E.

Oscar A. Garza, P.E.
Project Manager

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and **2GS, 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: **The installation of storm sewer pipe and drainage structures in the vicinity of the Project area.**

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFB No. 2026-02 Brennaaleen Cedar Detention Pond Project Phase III**

ENGINEER

3.01 The Owner has retained **KCI Technologies, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Oscar Garza, P.E.**

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **May 29, 2026,** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 28, 2026.**

4.03 *Milestones*

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

1. **Milestone 1:** Cedar Drive. Remaining section of proposed storm sewer network running along Cedar Drive to be completed within 60 days from section start date. The section start date shall be the earlier of the first day on which the work for the section begins or the date provided to Contractor by Owner in a Notice to Proceed.

2. **Milestone 2**: Sherwood Apartments. Section of storm sewer west of Sherwood Apartments to be completed within 30 days from section start date. The section start date shall be the earlier of the first day on which the work for the section begins or the date provided to Contractor by Owner in a Notice to Proceed.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
$5,000.00	To	$25,000.00	**$100.00**
$25,000.01	To	$100,000.00	**$200.00**
$100,000.01	To	$500,000.00	**$250.00**
$500,000.01	To	$1,000,000.00	**$300.00**
$1,000,000.01	To	$2,000,000.00	**$400.00**
$2,000,000.01	To	$3,000,000.00	**$500.00**
$3,000,000.01	To	$4,000,000.00	**$600.00**
$4,000,000.01	To	$5,000,000.00	**$700.00**
$5,000,000.01	And	Over	**$800.00**

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**250.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones:* Contractor shall pay Owner $**250.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

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

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

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

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

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

CONTRACT PRICE

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

A. 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	Mobilization/Bonds/Insurance	LS	1	$16,000.00	$16,000.00
2	Traffic Control	LS	1	$3,600.00	$3,600.00
3	Manhole	EA	3	$4,600.00	$13,800.00
4	Inlet Type A	EA	1	$4,600.00	$4,600.00
5	Inlet Type CC	EA	1	$4,600.00	$4,600.00
6	Type A Inlet w/ Extension	EA	5	$5,300.00	$26,500.00
7	24" R.C.P. Class III Rubber Gasket	LF	774	$87.00	$67,338.00
8	18" R.C.P. Class III Rubber Gasket	LF	383	$81.00	$31,023.00
9	18" R.C.P. Safety End Treatment	EA	1	$1,800.00	$1,800.00
10	SW3P Plan & Implementation	LS	1	$4,500.00	$4,500.00
11	Removal of R.C.P.	LF	29	$30.00	$870.00
12	Trench Protection	LF	343	$5.00	$1,715.00
13	Stabilized Backfill	CY	247	$62.00	$15,314.00
14	Project Sign (4'x8')	LS	1	$1,300.00	$1,300.00
15	Cut & Restore	SY	460	$48.00	$22,080.00
16	Remove Curb & Gutter	LF	102	$11.00	$1,122.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$216,162.00

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) $**216,162.00**.

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).

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **66** sheets with each sheet bearing the following general title: **Brennaaleen Cedar Drainage Improvements Project Phase I, II, & III.**
7. Addenda (numbers **1,** 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.

8.04 *Notice of Governing Law*

A. The Contractor agrees to abide by the following applicable laws and regulations and to make all records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant laws:

1. **Title I of the Housing and Community Development Act of 1974**, as amended.
2. **2 CFR Part 200** Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
3. Agrees to comply with the Federal Contract Provisions found at **2 CFR Part 200-Appendix II**, attached as part of this contract, where applicable.
4. **Debarment, Suspension and Ineligibility.** The Contractor represents and warrants that Contractor and its subcontractors are not debarred, suspended, or placed in ineligibility status under 24 CFR Part 24, government debarment and suspension regulations.
5. **Conflict of Interest.** The general rule is that no persons described in **24 CFR Part 570.611(c)** who exercise or have exercised any functions or responsibilities with

respect to CDBG activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

6. Compliance with HUD Federal Labors Standards Provisions (HUD Form 4010), including the **Davis-Bacon and Related Acts**, **Copeland Anti-Kickback Act** and **Contract Work Hours and Safety Standards Act**.
7. Agrees to pay **wage rates on construction work** for this project at least equal to the applicable wage decision, by the **Department of Labor and any wage decision** that supersedes this decision before the contract is awarded.

8. **Equal Employment Opportunity** - Title VII of the Civil Rights Act of 1964.
9. **Section 504** of the Rehabilitation Act of 1973, as amended.
10. **Section 3** of the Housing and Urban Development Act of 1968 (if applicable).
11. The Contractor must comply with the requirements of the **Build America, Buy America (BABA) Act**, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phase Implementation Waiver for FY 2022 and 2023 Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
12. **Clean Water**, **Clean Air**, **Executive Order 11738** and Regulations Provision.

Failure to comply with any applicable federal requirements can and may result in the termination of the contract and disbarment of contractor.

To the extent any language in the agreement is in conflict with State or Federal law, then State and Federal law will control.

Attachments

Exhibit A

Exhibit B Wage Decision

Exhibit C Federal Contract Clauses

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

This Agreement will be effective on **February ____, 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:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **(2GS, 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: _____

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[2GS LLC] RESPONSE DOCUMENT REPORT

BID No. 2026-02

Brennaaleen Cedar Detention Pond Project - Phase III

RESPONSE DEADLINE: January 6, 2026 at 3:00 pm

Report Generated: Thursday, January 15, 2026

2GS LLC Response

CONTACT INFORMATION

Company:
2GS LLC

Email:
adriana@2gsllc.com

Contact:
Humberto Garcia Jr

Address:
PO BOX 595
Penitas, TX 78576

Phone:
(956) 424-3414

Website:
earthworks.com

Submission Date:
Jan 6, 2026 12:04 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 5, 2026 2:53 PM by Adriana Rosas

QUESTIONNAIRE

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

Please do not upload multiple files.

Earthworks_Enterprise_Proposal.pdf

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

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

COI_for_City_of_Edinburg.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

B_-_Past_Performance_Evaluation.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

C_-_Bid_Bond_-_SECTION_01311.pdf
BidBond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience_&_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECTION_00430.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K - Performance Bond.pdf

K_-_Performance_Bond.pdf

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

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

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

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644.pdf

6. CDBG Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Pass

Please download the document below, complete, and upload.

- 1. SAM.UEI.Vendor Informati...

1._SAM.UEI.Vendor_Information.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 2. Conflict of Interest Dis...

2._Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 3._CDBG_Affidavit.pdf

3._CDBG_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 4._EEO_Certification.pdf

4._EEO_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 5._Clean_Air_&_Water_Certif...

5._Clean_Air_&_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 6._Non-Lobbying_Certificati...

6._Non-Lobbying_Certification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

7._Non-Collusion_Affidavit_(1).pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Pass

Please download the document below, complete, and upload.

- 8. Minority-Owned, Women-Ow...

8._Minority-Owned,_Women-Owned_Business_Information.pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 9. Build America, Buy Ameri...

9._Build_America,_Buy_America_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATE FROM CONTRACTOR/SUBCONTRACT FORM AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 10. Contractor-Subcontracto...

10._Contractor-Subcontractor_Designation_to_Supervise_Payments_(DBLS).pdf

7. Information Only

PLEASE READ THE TITLE 29-LABOR REGULATIONS - INFORMATION ONLY

Pass

Please read - Information Only

- APPLICABLE_REGULATIONS_INFO...

APPLICABLE_REGULATIONS_INFORMATION_ONLY.pdf

PLEASE REVIEW THE ATTACHED WAGE DECISION TX2025-0003 DOCUMENT -INFORMATION ONLY
Pass

Please read - Information Only

- Applicable_Project_Wage_Dec...

b854e3f1-60fc-41a8-9d69-b760d64f059f_Applicable_Project_Wage_Decision_TX20250003_Modified_09.19.2025.pdf

PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS - INFORMATION ONLY
Pass

Please read - Information Only

- DBLS_INFORMATION_ONLY.pdf

DBLS_INFORMATION_ONLY.pdf

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Pass

Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

SECTION_3_INFORMATION_ONLY.pdf

PRICE TABLES

DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$16,000.00	$16,000.00
2	Traffic Control	1	LS	$3,600.00	$3,600.00
3	Manhole	3	EA	$4,600.00	$13,800.00
4	Inlet Type A	1	EA	$4,600.00	$4,600.00
5	Inlet Type CC	1	EA	$4,600.00	$4,600.00
6	Type A Inlet w/ Extension	5	EA	$5,300.00	$26,500.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$87.00	$67,338.00
8	18" R.C.P. Class III Rubber Gasket	383	LF	$81.00	$31,023.00
9	18" R.C.P. Safety End Treatment	1	EA	$1,800.00	$1,800.00
10	SW3P Plan & Implementation	1	LS	$4,500.00	$4,500.00
11	Removal of R.C.P.	29	LF	$30.00	$870.00
12	Trench Protection	343	LF	$5.00	$1,715.00
13	Stabilized Backfill	247	CY	$62.00	$15,314.00
14	Project Sign (4'x8')	1	LS	$1,300.00	$1,300.00
TOTAL					**$192,960.00**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$48.00	$22,080.00
2	Remove Curb & Gutter	102	LF	$11.00	$1,122.00
TOTAL					**$23,202.00**

Company Name:

2GS LLC dba Earthworks Enterprise

Company Address:

P.O. Box 595

Peñitas, Texas 78576

Company Phone Number:

(956) 424-3414

Project:

Brennaaleen Cedar Detention Pond Project - Phase III

RFB No:

2026-02

Opening Date:

Tuesday, January 6, 2026

Opening Time:

3:00 PM

EARTHWORKS ENTERPRISE

6. Pricing Proposal

DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	16,000.00	$16,000.00
2	Traffic Control	1	LS	$3,600.00	$3,600.00
3	Manhole	3	EA	$4,600.00	$13,800.00
4	Inlet Type A	1	EA	$4,600.00	$4,600.00
5	Inlet Type CC	1	EA	$4,600.00	$4,600.00
6	Type A Inlet w/ Extension	5	EA	$5,300.00	$26,500.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$87.00	$67,338.00
8	18" R.C.P. Class III Rubber Gasket	383	LF	$81.00	$31,023.00
9	18" R.C.P. Safety End Treatment	1	EA	$1,800.00	$1,800.00
10	SW3P Plan & Implementation	1	LS	$4,500.00	$4,500.00
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12	Trench Protection	343	LF	$5.00	$1,715.00
13	Stabilized Backfill	247	CY	$62.00	$15,314.00
14	Project Sign (4'x8')	1	LS	$1,300.00	$1,300.00
TOTAL	$192,960.00				

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$48.00	$22,080.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Remove Curb & Gutter	102	LF	$11.00	$1,122.00
TOTAL $23,202.00					

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

2GS, LLC dba Earthworks Enterprise
P.O. Box 595
Penitas, TX 78576

SURETY:
(Name, legal status and principal place of business)

Great Midwest InsuranceCompany
800 Gessner Road, Suite 600
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Edinburg
415 W. University Drive
Edinburg, TX 78539

BOND AMOUNT:

5% Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Edinburg Bid@2026-02 Brennaaleen Cedar Detention Pond Project Phase III

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of January 2026

(Witness)

2GS, LLC dba Earthworks Enterprise
(Principal) (Seal)

(Title) Humberto Garcia, President

(Witness)

Great Midwest InsuranceCompany
(Surety) (Seal)

(Title) Attorney-in-Fact Andres Alvarez

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

POWER OF ATTORNEY

Great Midwest Insurance Company

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

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

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

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

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

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

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

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

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

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

Signed and Sealed at Houston, TX this 6th Day of January 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

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

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#)***: QKCUFJG9FNT8

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: 1/6/26

Company/Vendor Name: 2GS LLC dba Earthworks Enterprise

Printed Name and Title: Humberto Garcia Jr

Authorized Signatory: _____

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit***.** No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

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

- [x] I have no conflict of interest to disclose
- [ ] I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1/6/26

Company/Vendor Name: 2GS LLC dba Earthworks Enterprise

Printed Name and Title: Humberto Garcia Jr

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: 2GS LLC dba Earthworks Enterprise

Address and Zip Code: PO BOX 595, Penitas Tx 78576

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes x No _____ (If answer is yes, identify the most recent contract)
   CSJ 0921-06-370 Bicycle & Pedestrian
   CSJ 0921-06-355 Odoms Lane & Centerline Rd
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No x (If answer is yes, identify the most recent contract)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required x
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.

Humberto Garcia Jr
(Name and Title of Signer – please type)

Signature

1/6/26
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Humberto Garcia Jr

Title of Contractor's Authorized Official: member

Date: 1/6/26

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.

Humberto Garcia Jr	member
NAME	TITLE
	1/6/26
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Humberto Garcia Jr, being the first duly sworn, deposes and says that:

1. He/she is member (Owner, partner, etc.) 2GS LLC dba Earthworks Enterprise (Company) the Bidder that has submitted the attached Bid;

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

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

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

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

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

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

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

Signature: _____ Date: 1/6/26

Title: member

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant 2GS LLC dba Earthworks Enterprise

Project Number 2026-02

Contractor/Engineer City of Edinburg

Address, City, State, and Zip PO BOX 595, Penitas Tx 78576

Contact Person Humberto Garcia Jr Telephone No (956) 424-3414

Amount of Contract N/A MBE Percentage 0 WBE Percentage: 0

1. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1/6/26

Signature: _____

Company Name: 2GS LLC dba Earthworks Enterprise

Title: member

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Cedar Detention Pond Project - Phase III Date: 1/6/26

Location: Freddy Gozalez & Cedar Dr, Edinburg Tx Project No.: 2026-02

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for Drainage Improvements in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Martha Diaz, whose signature appears below, to supervise the payment

of (my) (our) employees beginning January, 20 26: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)	2GS LLC dba Earthworks Enterprise (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	member (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

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

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

2. Performed and Completed Punch List items timely: Yes_____ No X

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

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

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

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

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

Signature: Stanley Ramos

Printed Name: Ramos

Date: November 20, 2024

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

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: EB Merit Construction

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

2. Performed and Completed Punch List items timely: Yes_x_ No___

3. Provided completed warranty documents and performed warranty items timely: Yes_x_No____

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

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

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

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

Signature: Jose A. Lino Jr.

Printed Name: Jose A. Lino Jr. Project Manager

Date: 11/20/24

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

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: Hinojosa Engineering, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: _____

Printed Name: San Isidro Navarro

Date: 11.20.2024

"General Decision Number: TX20250003 09/19/2025

Superseded General Decision Number: TX20240003

State: Texas

Construction Type: Heavy

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	09/19/2025

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46 **	
FORM BUILDER/FORM SETTER		

(Structures).....$ 12.30 **

FORM SETTER (Paving & Curb)......$ 12.16 **

LABORER
Asphalt Raker.....$ 10.61 **
Flagger.....$ 9.10 **
Laborer, Common.....$ 9.86 **
Laborer, Utility.....$ 11.53 **
Pipelayer.....$ 11.87 **
Work Zone Barricade
Servicer.....$ 12.88 **

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 13.48 **
Asphalt Paving Machine.....$ 12.25 **
Broom or Sweeper.....$ 10.33 **
Crane, Lattice Boom 80
Tons or Less.....$ 14.39 **
Crawler Tractor.....$ 16.63 **
Excavator, 50,000 lbs or
less.....$ 12.56 **
Excavator, over 50,000 lbs..$ 15.23 **
Foundation Drill, Truck
Mounted.....$ 16.86 **
Front End Loader Operator,
Over 3 CY.....$ 13.69 **
Front End Loader, 3 CY or
less.....$ 13.49 **
Loader/Backhoe.....$ 12.77 **
Mechanic.....$ 15.47 **
Milling Machine.....$ 14.64 **
Motor Grader Operator,
Rough.....$ 14.62 **
Motor Grader, Fine Grade....$ 16.52 **
Scraper.....$ 11.07 **

Servicer.....$ 12.34 **

Steel Worker (Reinforcing).....$ 14.07 **

TRUCK DRIVER
Lowboy-Float.....$ 13.63 **
Single Axle.....$ 10.82 **
Single or Tandem Axle Dump..$ 14.53 **
Tandem Axle Tractor with
Semi Trailer.....$ 12.12 **

WELDER.....$ 14.02 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

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

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]**
Bond Penal Sum: **[Amount]** Date of Bond: **[Date]**	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2GS LLC dba Earthworks Enterprise

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Humberto Garcia Jr

Name of signatory

Signature

1/6/25

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1400 N. McColl Rd. Ste. 105
McAllen TX 78501

CONTACT NAME: Judith Gomez
PHONE (A/C, No, Ext): 956-668-3510 **FAX (A/C, No):** 956-668-3510
E-MAIL ADDRESS: jgomez@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : United Specialty Insurance Company	12537
INSURER C : Great American Insurance Company	16691
INSURER D : Clear Blue Insurance Company	28860
INSURER E : Endurance American Specialty Insurance Company	41718
INSURER F :	

INSURED 2GSLL
2GS, LLC DBA Earthworks Enterprise
PO Box 595
Penitas TX 78576

COVERAGES **CERTIFICATE NUMBER:** 1616841484 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ATN25310429	2/21/2025	2/21/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AQ1YTX007938-01	2/21/2025	2/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			ELD30054330601	2/21/2025	2/21/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001234244	2/21/2025	2/21/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Inland Marine /Contractors Equip			IMP E953564-02	2/21/2025	2/21/2026	Schedule Limit Leased/Rented Deductible	$2,446,358 $350,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability coverage contains the following blanket endorsements which apply when required by contract:
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization CG 20 10 04 13
Additional Insured - Owners, Lessees Or Contractors - Completed Operations CG 20 37 04 13
Primary And Non-Contributory - Other Insurance Endorsement VEN 051 00 02/20
Waiver of Transfer of Rights of Recovery Against Others To Us CG 24 04 05/09
Policy Limitation - Total Aggregate Limit For All Construction Projects VEN 079 01 (13/18)

Auto Liability coverage contains the following endorsements which apply when required by contract:
See Attached...

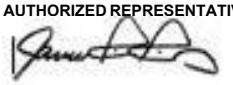
CERTIFICATE HOLDER

City of Edinburg
415 W University Drive
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: 2GSLL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	2GS, LLC DBA Earthworks Enterprise PO Box 595 Penitas TX 78576
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured Endorsement Q ADLIN-B 08 14
Waiver of Subrogation Endorsement Q WAIVER-B 08 14

Workers Compensation coverage contains the following blanket endorsements which apply when required by contract:
Texas Waiver of Our Right To Recover From Others Endorsement WC 42 03 04 B

Inland Marine coverage contains the following endorsement:
Blanket Loss Payable Endorsement CM8788

Project:
Brennaaleen Cedar Detention Pond Project - Phase III

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

1/6/26

Company/Vendor Name:

2GS LLC dba Earthworks Enterprise

Printed Name and Title:

Humberto Garcia Jr

Authorized Signatory:

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	2GS LLC dba Earthworks Enterprise		
Corporate Office			
Name:	Humberto Garcia Jr	Phone number:	(956) 424-3414
Title:	member	Email address:	beto@2gsllc.com
Business address of corporate office:	7100 W Expressway 83, Palmview Tx 78572		
	PO BOX 595, Penitas Tx 78576		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	January 12	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

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

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

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

Name:	Humberto Garcia Jr	Title:	member 50%
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:	Jorge A Andrade	Title:	member 50%
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	4/22/21
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Javier Garcia

Safety Certifications

Certification Name	Issuing Agency	Expiration

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

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual	.76			.74			.73		

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ☒ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Great Midwest Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	800 Gressner Rd, Suite 600
	Houston Tx 77024

Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

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

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
United Speciality Insurance Company		General Liability $1,00,000.00 EA $2,000,000.00 Aggregate	
Scottsdale Indemnity Company		Automobile Liability $1,000,000.00	
Acceptance Indemnity Insurance Company		Umbrella Liability $2,000,000.00ea $2,000,000.00 Aggregate	
Texas Mutual		Worker Compensation $1,000,000.00	
Are providers licensed or authorized to issue policies in the Project location?			☐ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☐ Yes ☐ No
Mailing Address (principal place of business):	1400 McColl Rd, Ste 105 McAllen, Tx 78501		
Physical Address (principal place of business):	1400 McColl Rd Ste 105 McAllen Tx 78501		
Phone (main):	(956) 668-3510	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	48
Estimate of revenue for the current year:	$13,000,000.00
Estimate of revenue for the previous year:	$11,500,000.00

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

Years of experience with projects like the proposed project:	13 years			
As a general contractor:	14 years	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: 2GS LLC dba Earthworks Enterprise
(typed or printed name of organization)

By:
(individual's signature)

Name: Humberto Garcia Jr
(typed or printed)

Title: member
(typed or printed)

Date: 1/6/26
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: Humberto Garcia Jr
(typed or printed)

Title: member
(typed or printed)

Address:

PO BOX 595

Penitas, Tx 78576

Phone: (956) 424-3414

Email: beto@2gsllc.com

Schedule A—Current Projects

Name of Organization	2GS LLC dba Earthworks Enterprise				
Project Owner	Shoppes at SRGV LP		Project Name	Olive Garden - Edinburg Tx	
General Description of Project	Parking Lot Improvements				
Project Cost	$592,000.00		Date Project	11/5/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Humberto Garcia Sr	Jose Garcia	Javier Garcia		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Gordon Fairchild	Owner	Shoppes at SRGV LP	(860) 899-4722	gfairchild@firsthartford.com
Designer					
Construction Manager					

Project Owner	TxDOT		Project Name	CSJ 0921-06-355 Odoms Lane & Centerline Rd	
General Description of Project	Road Improvements				
Project Cost	$978,047.44		Date Project	8/27/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Jose Garcia			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Cristian Reyna	Project Engineer	TxDOT	(956) 399-5102	Cristian.reyna@txdot.gov

Project Owner	TxDOT		Project Name	CSJ 0921-06-370 Bicycle & Pedestrial	
General Description of Project	Sidewalk Improvements				
Project Cost	$1,627,355.47		Date Project	8/27/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Jose Garcia			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Mark Rosas	Project Engineer	TxDOT	(956) 399-5102	Mark.rosas@txdot.gov

Schedule B—Previous Experience with Similar Projects

Name of Organization	2GS LLC dba Earthworks Enterprise				
Project Owner	Hidalgo County Precinct 2		Project Name	Dicker Road Reconstruction Project	
General Description of Project	Road Improvements				
Project Cost	$15,225,695.95		Date Project	2020-2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Humberto Garcia Jr			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Erika Zamara	Director Administration Pct 2	Hidalgo County Precinct 2		erika.zamora@co.hidalgo.tx.us
Designer	Saul R Ramos	Project Manager	B2Z Engineering	(956) 585-3773	saul@b2zeng.com
Construction Manager					

Project Owner	City of McAllen		Project Name	City of McAllen 29st Street Extension	
General Description of Project	Street Extension				
Project Cost	$3,049,331.72		Date Project	September 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Humberto Garcia Jr			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marlen Garza	City Engineer	City of McAllen	(956) 681-1150	marlen.garza@mcallen.net
Designer	Julio Macias	EIT	Dannenbaum Engineering	(956) 429-0524	julio.macias@dannenbaum.com
Construction Manager					

Project Owner	City of Harlingen		Project Name	2019-02 General Fund Street Improvements Project	
General Description of Project	Street Improvements				
Project Cost	$1,850,479.86		Date Project	09-2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Humberto Garcia Jr			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ponciana Longoria	Project Engineer	City of Harlingen	(956) 216-5223	plongoria@myharlingen.us
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule C—Key Individuals

Project Manager			
Name of individual		Ruben Flores	
Years of experience as project manager		20	
Years of experience with this organization		5	
Number of similar projects as project manager		7	
Number of similar projects in other positions		0	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Bicycle & Pedestrian		40%	Mar 2026
Odoms & Centerline		15%	Sep 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humberto Garcia Jr	Name	
Title/Position	member	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 424-3414	Telephone	
Email	BETO@2GSLLC.COM	Email	
Project	Bicycle & Pedestrian	Project	
Candidate's role on project	project manager	Candidate's role on project	

Project Superintendent			
Name of individual		Jose Garcia	
Years of experience as project superintendent		12	
Years of experience with this organization		12	
Number of similar projects as project superintendent		4	
Number of similar projects in other positions		0	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Bicycle & Pedestrian		40%	Mar 2026
Odoms & Centerline		15%	Sep 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humberto Garcia Jr	Name	
Title/Position	member	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 424-3414	Telephone	
Email	beto@2gsllc.com	Email	
Project	odoms & Centerline	Project	
Candidate's role on project	superintendent	Candidate's role on project	

Safety Manager			
Name of individual		Javier Garcia	
Years of experience as project manager		12	
Years of experience with this organization		12	
Number of similar projects as project manager		4	
Number of similar projects in other positions		0	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Bicycle & Pedestrian		40%	Mar 2026
Odoms & Centerline		15%	Sep 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humberto Garcia Jr	Name	
Title/Position	member	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 424-3414	Telephone	
Email	BETO@2GSLLC.COM	Email	
Project	Odoms & Centerline	Project	
Candidate's role on project	safety manager	Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Contractor’s Guide to Prevailing Wage Requirements

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects

January 2012
Previous versions obsolete

HUD Form 4230A
Report Additional Classification Rate

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (*name and address of requesting agency)*

City of Edinburg
415 W. University Drive
Edinburg TX 78541

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

☐ **Building** ☐ **Residential**
☐ **Heavy** ☐ **Other (specify)**
☐ **Highway**

6. WAGE DECISION NO. (include modification number, if any)

☐ **COPY ATTACHED**

7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Michelle L. Mendoza

Agency Representative
(Typed name and signature)

Date

956-388-8206
Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

Sample Payroll and other Employer Documentation

INSTRUCTIONS FOR PREPARATION OF PAYROLL FORM WH-347

1. Make certain all items in the heading are completed, including payroll number and project number. (Shaded area of Form)

2. Include the name, address, and social security number of each employee the first time such employee is listed on a payroll report.

3. For equipment operators and truck drivers, include a brief but clear description of the equipment the employee is operating. (This is to be shown on each payroll report.)

4. Show the hours and the wages actually worked on the project separate from the employees' total wages for the week. To illustrate: "John Doe" worked on the project 18 hours and on other projects for the same contractor 22hours. (18 x $6.45 = $116.10 earned this project, $239.30 gross amount earned all projects.)

5. When fringe benefits are sent to an approved program, they need not be included in the rate of pay. Employees John Johnson and Bill Thomas illustrate this point. John Johnson receives $5.90 per hour, an additional $0.66 is being sent to approved plan - indicated by marking box (a) of paragraph (4) on the Statement of Compliance. Cement Mason, Bill Thomas receives the fringe benefits required in cash - the total rate of pay shown must be equal to the wage rate for that classification plus fringe benefits. $5.90 (wage rate) plus $0.66 (fringe) - $6.56 indicated by marking box (b) of paragraph (4) on the Statement of Compliance.

6. When an individual performs work on the project in more than one classification within the same workweek, have that individual sign the payroll report by his name or submit a copy of his time card with the payroll report if a lower rate of pay per hour is applicable. The employee must be entered on the payroll separately for each classification he/she performed in. Employee Tom Thompson illustrates this point.

7. When a valid subcontractor works with his employees on the job, he will be listed with his employees on each payroll. However, he need only show his name as owner. EXAMPLE: I.M. Boss (Owner). If the subcontractor has no employees and performs alone on the project, he should submit a letter stating that he is the owner and has no employees. He/she must still submit a time sheet. When working owners/ operators (partners, co-owners, corporation officers, etc.) perform work on the project, they must show daily and total hours worked (Always show exact work classification.)

8. Submit an apprenticeship certification with the payroll report on which apprentice IS FIRST REPORTED. Indicate step of apprenticeship and what percentage of the journeyman wage he is receiving.

9. It is the General Contractor's responsibility to submit correct payrolls. The General Contractor should therefore compare the wage rate shown on EACH SUBCONTRACTOR'S payroll with the required rate shown on the wage determination for this project. If there are underpayments, restitution should be required and the payroll report corrected prior to submitting it to the Contracting Agency.

10. Payroll Form: Contractors are urged to use the Department of Labor Form WH-347, Payroll. The text of the "weekly statement with respect to the payment of wages," which is required by regulations of the Secretary of Labor, appears in EXHIBIT VIII-T, (Department of Labor Form WH-348). A contractor may use an appropriate payroll form of his own choice, but he must report ALL required items of information and he must attach a copy of the weekly statement, using either Department of Labor Form WH-348, Statement of Compliance, which contains the weekly statement and related instructions, or any form containing the statement in the identical wording contained in Forms WH-347 and WH-348.

11. In the event any contractor sees he will be employing a trade for which a wage is not listed on the wage determination, it should be brought immediately to the attention of the Contracting Agency so that a wage rate determination for that trade can be made at the earliest possible date. A HUD 4230A, EXHIBIT VIII-E, should be completed, so that a rate can be established.

12. Submission of Payrolls: Each contractor or subcontractor shall submit to the Contracting Agency a completed payroll for EACH WORKWEEK FROM THE TIME HE BEGINS WORK ON A PROJECT UNTIL WORK IS COMPLETED. The initial and final payrolls shall be identified accordingly. If no work is done on the project during a given week, submit a certified payroll stating "no work this week."

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

ADDRESS

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.
Number Wage Restituion

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S	0.00										
			O											
			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SAMPLE REPORT

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR [x] OR SUBCONTRACTOR [ ] | ADDRESS

ACES CONSTRUCTION COMPANY, INC. | 1776 America Street; Anytown, Montana 59604

PAYROLL NO: #1 (Show # and FINAL at end) | FOR WEEK ENDING: July 4, 1983 | PROJECT AND LOCATION: Happy Valley Manor - Anytown, MT 59604 | PROJECT OR CONTRACT NO.: 101-35075-PM-WAH-18

	(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S 28	M 29	T 30	W 1	TH 2	F 3	S 4	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	STATE W/H	VAC FUND	* OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
(1)					HOURS WORKED EACH DAY																
(2)	John Doe 521-44-7086 1974 Clark Ave. Downtown, MT 59624	1	Foreman Carpenter **	O		2	2	1		1		6	10.95	** A working foreman is one who, in addition to his supervisory duties - at least 20% - performs the work of a laborer or mechanic during a substantial part of his work week.							
				S		8	8	8	8	8		40	7.30	357.70	15.18	53.60	8.00	10.00		86.78	270.92
(3)	Dick Brown 544-43-7806 Box 245 Anytown, MT 59601	2	3 cu. yd. Backhoe Operator	O																	
				S		8	8	8	8		8	40	6.00	240.00	10.00	45.00	5.00		Ins. 5.00	65.00	175.00
(4)	John Doe 501-44-7086 Anywhere St. Downtown, MT 59624	0	10 cu. yd. Truck Driver	O	(WORKING ON MORE THAN ONE JOB; ONE JOB IS AN FHA PROJECT, STATE: "Circled hours this project")																
				S	(4)		(6)		(8)			(18)	(6.45)	(116.10)							
					4	8	2	8				22		239.30	10.59	48.00	7.00			65.59	173.71
(5)	Bill Thomas 515-38-1005 1050 Clearbridge St. Somewhere, MT 59011	1	Cement Mason	O	(FRINGE BENEFITS)																
				S	8	8	8		8			32	6.56	209.92	-- Fringe Benefits Paid in Cash						
	John Johnson 505-43-5478 515 Broadway Anytown, MT 59601	2	Cement Mason	O																	
				S	8	8	8		8			32	5.90	188.80	-- Fringe Benefits Paid Into an Approved Fund or Plan						
(6)	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903	2	Laborer	O	(DUAL CLASSIFICATION: Worker must be entered on payroll twice and sign by the lower rate of pay received.)																
				S	4	7		8				19	4.95	94.05							
	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903		Cement Mason	O										123.90							
				S	4	1	8		8			21	5.90	217.95	10.80	15.90	5.80	10.00		42.50	175.45
(7)	Harry Jamison 555-44-3372 Box 333 Friendly, MT 59526		(Owner) Tile Setter	O	(WORKING OWNER: Must show the daily and total hours worked on the site.)																
				S	8	8	8	8	8			40									
(8)	Joe Smith 527-38-7537 730 - 3rd Street Anytown, MT 59601	0	Apprentice Carpenter 1st Step - 55%	O	(APPRENTICES: Apprenticeship Certificate Showing Dept of Labor Certification Must Be Submitted With the First Payroll The Apprentice Appears On.)																
				S	8	8		8	8			32	4.02	128.64	5.00	8.00	2.00			15.00	113.64

**ALL DEDUCTIONS UNDER "OTHER" SUCH AS PURCHASES, ADVANCES, BONDS, ETC. MUST BE IDENTIFIED AND SUPPORTED BY A SIGNED STATEMENT FROM THE EMPLOYEE AUTHORIZING SUCH DEDUCTIONS WITH THE TOTAL AMOUNT AND REPAYMENT AMOUNT.

SAMPLE REPORT

Date _____

I, Samantha Sammons (Name of signatory party), Bookkeeper (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Ace Construction Company (Contractor or Subcontractor) on the Happy Valley Manor (Building of work)

101-35075 ; that during the payroll period commencing on the 28th day of June, 19 83 and ending the 4th day of July 19 83, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Ace Construction Company (Contractor or Subcontractor) from the full weekly wages earned by any person and that

no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA, Federal, and State

Other: Vacation and Insurance

BE SURE TO INCLUDE EXPLANATION AND SIGNED STATEMENT FOR ALL "OTHER" DEDUCTIONS.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

John Johnson) (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH (Bill Thomas)

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Exceptions must be approved.	Use this space for any special
Send copy of plan.	or unusual circumstances which
	affects wages or employees.

Remarks

Additional space which can be used for explanations.

NON-COVERED JOB CLASSIFICATIONS: Workers performing the following classifications are not subject to the prevailing wage requirements - Project Superintendent, Project Engineer, Supervisory Foreman, Watchman, Waterboy, Messenger, and Clerical workers such as timekeepers, payroll clerks, and bookkeepers.

NAME AND TITLE	SIGNATURE
Samantha Simmons Bookkeeper ***	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

***** AN AUTHORIZATION FORM OR LETTER MUST BE SUBMITTED FOR ANYONE SIGNING PAYROLLS OTHER THAN AN OFFICER OF THE COMPANY.**

Record of Employee Interview

U.S. Department of Housing and Urban Development
Office of Labor Relations

OMB Approval No. 2501-0009
(exp.0 /30/201)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential**.

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

CONFIDENTIAL

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Previous editions are obsolete **Form HUD-11 (08/2004)**

PAYROLL DEDUCTION AUTHORIZATION FORM

This is authorization to the _____

_____ to deduct from my paycheck $_____.

*This is for item number as shown below:

Repayment of

1. Loan
2. Retirement
3. Advance on Wages
4. Savings
5. Saving Bonds
6. Uniforms
7. Credit Union
8. Profit Sharing
9. Donations to Agencies
10. Insurance Premiums
11. Union Dues

*This deduction is to be made:

Check Appropriate Box	
	One Time Only
	Weekly
	Bi-Weekly
	For _____Weeks

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

PERMISSIBLE PAYROLL DEDUCTIONS

The “Anti-Kickback” regulations of the Copeland Act permit the following deductions from the workman’s weekly wages:

1. Where required by Federal, State or Local Statutes.

2. Bona fide payment of wages without discount of interest.

3. Deductions required by court process, provided such deduction is not in favor of the contractor, subcontractor, or any affiliated person, or where collusion exists.

4. The purchase price of United States Notes, Stamps and Bonds.

5. The repayment of loans to or the purchase of shares in, credit unions organized and operated in accordance with Federal or State statutes.

6. Contributions to a Federal Government or quasi-governmental agency.

7. The payment of dues or premiums to unaffiliated associations for medical or hospitalization insurance where the employer is not required by law to supply such benefits.

8. Contributions to the Red Cross and Community Chests.

9. Regular union initiation fees and membership dues where a collective bargaining agreement provides for such deductions. (This does not include work permits or special assessments.)

STATEMENT OF NON-PERFORMANCE

Payroll Number: _____

I, _____, _____ do hereby state that
(Name of Signatory party) (Title)

NO PERSONS employed by _____ performed work on
(Name of submitting company)

the construction project known as _____

for the payroll period commencing on the _____ day of _____, _____
(1st date of week) (month)

and ending on the _____ day of _____, _____.
(last date of week) (month)

_____
Signature of Authorized Person

_____
Date

*THIS STATEMENT IS NOT REQUIRED TO BE SUBMITTED UNTIL AFTER SUBMISSION OF THE INITIAL PAYROLL REPORT

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

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

Signed this 6 day of January, 20 26.

Humberto Garcia Jr
Name of Bidder

Signature of Bidder

member
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Backhoe	x	
Crawler Dozer	x	
Front End Loader	x	
Motor Grader	x	
Milling Machine 4.5 ft	x	
Asphalt Paver	x	
Smooth Drum Roller 66"	x	
Pneumatic Roller	x	
Sweeper	x	
Lowboy TK	x	
Prime Truck	x	
Water Truck	x	
Gomacco GT3600 Paver Curb Machine	x	
Scrapers	x	
Chip Spreader	x	
Windrow Elevator	x	

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

ITEM	MANUFACTURER OR SUPPLIER
RCP	ROYAL
INLETS	ROYAL
CALICHE	PERALES PIT
HOTMIX	UPPER VALLEY MATERIAL

BIDDER

Executed this: 6 Day of : January 20 26

By: Humberto Garcia Jr / 2GS LLC dba Earthworks Enterprise
BIDDER

Title: member

NOTARY PUBLIC

State of Texas

County of:

Subscribed and sworn to before me this: 6th day of January 2026

NOTARY PUBLIC

END OF SECTION

EARTHWORKS
ENTERPRISE

2GS LLC dba Earthworks Enterprise
PO BOX 595
Penitas, Tx 78576

1/6/26

Dear City of Edinburg

The undersigned party certifies that 2GS LLC dba Earthworks Enterprise complies with the following criteria:

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

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

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

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

Humberto Garcia Jr
Printed name

Signature

member
Position in bidding company

1/6/26
Date

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 2GS LLC dba Earthworks Enterprise
(Full, correct legal name)

- Address: PO BOX 595, Penitas, Tx 78576
- Telephone/Fax: (956) 424-3414
- Email address: beto@2gsllc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes____ No__x__

3. Is your Company authorized and/or licensed to do business in Texas? Yes__x__ No____

4. Where is the Company's corporate headquarters located? Palmview, Tx

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No__x__

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No__x__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Humberto Garcia Jr
Address: PO BOX 595, Penitas Tx 78576
Telephone: (956) 424-3414
Fax: _____
Email: beto@@gsllc.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

HOUSE BILL 89 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Humberto Garcia Jr , Member

TYPE/PRINT NAME AND TITLE:

1/6/26

DATE:

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES NO

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

   Circle One YES NO

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

   Circle One YES NO

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

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Humberto Garcia Jr, who
[Affiant]

being by me duly sworn on his oath stated that he is member, of
[Title]

2GS LLC dba Earthworks Enterprise
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1/6/26.
[Date]

PRISCILLA GARZA
Notary Public, State of Texas
Comm. Expires 07-10-2027
Notary ID 134445689

Notary Public in and for the State of TEXAS

Priscilla Garza
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 07.10.2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation: (S- Corporation)

Corporate Name: 2GS, LLC Dba Earthworks Enterprise
State of Incorporation: Texas
Mailing Address: PO BOX 595, PENITAS TX 78576

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

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

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Humberto Garcia Jr , member
[Typed Name and Title of Authorized Representative]

_____ 1/6/26
[Signature of Authorized Representative] [Typed Date]

END OF DOCUMENT

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

2GS, LLC
File Number: 801538024
Assumed Name:
Earthworks Enterprise

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 04/08/2025

Effective: 04/08/2025

Jane Nelson
Secretary of State

FRANCHISE TAX ACCOUNT STATUS

This record as of January 6, 2026, 11:32:36

2GS, LLC

Texas Taxpayer Number:	32046658822
Mailing Address:	PO BOX 595 PENITAS, TX 78576 - 0595
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	01/20/2012
Texas SOS File Number:	0801538024
Registered Agent Name:	HUMBERTO GARCIA JR
Registered Office Street Address:	7100 W EXPRESSWAY 83 PALMVIEW, TX 78572

Public Information Report for Year 2025

Title	Name and Address	
MEMBER	**HUMBERTO GARCIA JR** PO BOX 595 PENITAS, TX 78576 **Source:** CPA	
MEMBER	**JORGE ANDRADE** PO BOX 595 PENITAS, TX 78576 **Source:** CPA	

Information on this site is obtained from the most recent Public Information Report (PIR) submitted to the Comptroller of Public Accounts (CPA) or from the most recent PIR processed by the Secretary of State (SOS). Annual PIRs submitted to the CPA are forwarded to the SOS.

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

2GS LLC dba Earthworks Enterprise
[Typed Name of Company:]

Humberto Garcia Jr
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/6/26
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SECTION 3 REQUIREMENTS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 which ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low and very low-income persons.

The City of Edinburg is committed to promoting employment, contracting, and training opportunities to low and very low income individuals and to business concerns who employ such individuals.

WHICH CITY OF EDINBURG PROJECTS ARE SUBJECT TO SECTION 3 REQUIREMENTS?

Section 3 projects include housing rehabilitation, housing construction and other public construction (infrastructure, public facilities, park improvements etc.) assisted under the Community Development Block Grant Program (CDBG) when the total funding amount exceeds $200,000.

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last 6 months:

1. At least 51% owned and controlled by low or very low income persons; or
2. Over 75% of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If your business meets the criteria as noted above, please register as a Section 3 Business Concern on the HUD Section 3 Business Registry database here:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/What

***Please note that registry on this database DOES NOT GUARANTEE contract preference. The City of Edinburg must still review and verify the attached certifications and provide final approval.**

WHO IS A LOW INCOME PERSON?

To determine if a person is considered low-income, please refer to the HUD Individual Income Limits included in the attached Section 3 Eligibility Guidelines.

WHO IS A "SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild Participant.

WHO IS A "TARGETED SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
   - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
   - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

SENATE BILL 13 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Humberto Garcia Jr, member

TYPE/PRINT NAME AND TITLE:

1/6/26

DATE:

SENATE BILL 19 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Humberto Garcia Jr, member

TYPE/PRINT NAME AND TITLE:

1/6/26

DATE:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1400 N. McColl Rd. Ste. 105
McAllen TX 78501

CONTACT NAME: Judith Gomez
PHONE (A/C, No, Ext): 956-668-3510 **FAX (A/C, No):** 956-668-3510
E-MAIL ADDRESS: jgomez@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : United Specialty Insurance Company	12537
INSURER C : Great American Insurance Company	16691
INSURER D : Clear Blue Insurance Company	28860
INSURER E : Endurance American Specialty Insurance Company	41718
INSURER F :	

INSURED 2GSLL
2GS, LLC DBA Earthworks Enterprise
PO Box 595
Penitas TX 78576

COVERAGES **CERTIFICATE NUMBER:** 1616841484 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ATN25310429	2/21/2025	2/21/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AQ1YTX007938-01	2/21/2025	2/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
E	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			ELD30054330601	2/21/2025	2/21/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001234244	2/21/2025	2/21/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Inland Marine /Contractors Equip			IMP E953564-02	2/21/2025	2/21/2026	Schedule Limit Leased/Rented Deductible	$2,446,358 $350,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability coverage contains the following blanket endorsements which apply when required by contract:
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization CG 20 10 04 13
Additional Insured - Owners, Lessees Or Contractors - Completed Operations CG 20 37 04 13
Primary And Non-Contributory - Other Insurance Endorsement VEN 051 00 02/20
Waiver of Transfer of Rights of Recovery Against Others To Us CG 24 04 05/09
Policy Limitation - Total Aggregate Limit For All Construction Projects VEN 079 01 (13/18)

Auto Liability coverage contains the following endorsements which apply when required by contract:
See Attached...

CERTIFICATE HOLDER

City of Edinburg
415 W University Drive
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 2GSLL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	2GS, LLC DBA Earthworks Enterprise PO Box 595 Penitas TX 78576
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured Endorsement Q ADLIN-B 08 14
Waiver of Subrogation Endorsement Q WAIVER-B 08 14

Workers Compensation coverage contains the following blanket endorsements which apply when required by contract:
Texas Waiver of Our Right To Recover From Others Endorsement WC 42 03 04 B

Inland Marine coverage contains the following endorsement:
Blanket Loss Payable Endorsement CM8788

Project:
Brennaaleen Cedar Detention Pond Project - Phase III

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

1/6/26

Company/Vendor Name:

2GS LLC dba Earthworks Enterprise

Printed Name and Title:

Humberto Garcia Jr

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 2GS LLC dba Earthworks Enterprise
(Full, correct legal name)

- Address: PO BOX 595, Penitas, Tx 78576
- Telephone/Fax: (956) 424-3414
- Email address: beto@2gsllc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes____ No__x__

3. Is your Company authorized and/or licensed to do business in Texas? Yes__x__ No____

4. Where is the Company's corporate headquarters located? Palmview, Tx

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No__x__

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No__x__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Humberto Garcia Jr
Address: PO BOX 595, Penitas Tx 78576
Telephone: (956) 424-3414
Fax: _____
Email: beto@@gsllc.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES NO

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

   Circle One YES NO

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

   Circle One YES NO

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

HOUSE BILL 89 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Humberto Garcia Jr , Member

TYPE/PRINT NAME AND TITLE:

1/6/26

DATE:

SENATE BILL 13 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Humberto Garcia Jr, member

TYPE/PRINT NAME AND TITLE:

1/6/26

DATE:

SENATE BILL 19 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Humberto Garcia Jr, member

TYPE/PRINT NAME AND TITLE:

1/6/26

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2GS LLC dba Earthworks Enterprise

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Humberto Garcia Jr

Name of signatory

Signature

1/6/25

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

2. Performed and Completed Punch List items timely: Yes_____ No X

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

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

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

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

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

Signature: Stanley Ramos

Printed Name: Ramos

Date: November 20, 2024

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

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: EB Merit Construction

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

2. Performed and Completed Punch List items timely: Yes_x_ No___

3. Provided completed warranty documents and performed warranty items timely: Yes_x_No____

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

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

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

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

Signature: Jose A. Lino Jr.

Printed Name: Jose A. Lino Jr. Project Manager

Date: 11/20/24

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

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: Hinojosa Engineering, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: _____

Printed Name: San Isidro Navarro

Date: 11.20.2024

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

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

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]**
Bond Penal Sum: **[Amount]** Date of Bond: **[Date]**	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

2GS, LLC dba Earthworks Enterprise
P.O. Box 595
Penitas, TX 78576

SURETY:
(Name, legal status and principal place of business)

Great Midwest InsuranceCompany
800 Gessner Road, Suite 600
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Edinburg
415 W. University Drive
Edinburg, TX 78539

BOND AMOUNT:

5% Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Edinburg Bid@2026-02 Brennaaleen Cedar Detention Pond Project Phase III

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of January 2026

(Witness)

2GS, LLC dba Earthworks Enterprise
(Principal) (Seal)

(Title) Humberto Garcia, President

(Witness)

Great Midwest InsuranceCompany
(Surety) (Seal)

(Title) Attorney-in-Fact Andres Alvarez

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

POWER OF ATTORNEY

Great Midwest Insurance Company

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

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

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

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

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

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

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

ACKNOWLEDGEMENT

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

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

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

Signed and Sealed at Houston, TX this 6th Day of January 2026.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

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

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	2GS LLC dba Earthworks Enterprise		
Corporate Office			
Name:	Humberto Garcia Jr	Phone number:	(956) 424-3414
Title:	member	Email address:	beto@2gsllc.com
Business address of corporate office:	7100 W Expressway 83, Palmview Tx 78572		
	PO BOX 595, Penitas Tx 78576		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	January 12	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

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

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

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

Name:	Humberto Garcia Jr	Title:	member 50%
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:	Jorge A Andrade	Title:	member 50%
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	4/22/21
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Javier Garcia

Safety Certifications

Certification Name	Issuing Agency	Expiration

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

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual	.76			.74			.73		

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ☒ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Great Midwest Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	800 Gressner Rd, Suite 600
	Houston Tx 77024

Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

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

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
United Speciality Insurance Company		General Liability $1,00,000.00 EA $2,000,000.00 Aggregate	
Scottsdale Indemnity Company		Automobile Liability $1,000,000.00	
Acceptance Indemnity Insurance Company		Umbrella Liability $2,000,000.00ea $2,000,000.00 Aggregate	
Texas Mutual		Worker Compensation $1,000,000.00	
Are providers licensed or authorized to issue policies in the Project location?			☐ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☐ Yes ☐ No
Mailing Address (principal place of business):	1400 McColl Rd, Ste 105 McAllen, Tx 78501		
Physical Address (principal place of business):	1400 McColl Rd Ste 105 McAllen Tx 78501		
Phone (main):	(956) 668-3510	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	48
Estimate of revenue for the current year:	$13,000,000.00
Estimate of revenue for the previous year:	$11,500,000.00

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

Years of experience with projects like the proposed project:	13 years			
As a general contractor:	14 years	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: 2GS LLC dba Earthworks Enterprise
(typed or printed name of organization)

By:
(individual's signature)

Name: Humberto Garcia Jr
(typed or printed)

Title: member
(typed or printed)

Date: 1/6/26
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: Humberto Garcia Jr
(typed or printed)

Title: member
(typed or printed)

Address:

PO BOX 595

Penitas, Tx 78576

Phone: (956) 424-3414

Email: beto@2gsllc.com

Schedule A—Current Projects

Name of Organization	2GS LLC dba Earthworks Enterprise				
Project Owner	Shoppes at SRGV LP		Project Name	Olive Garden - Edinburg Tx	
General Description of Project	Parking Lot Improvements				
Project Cost	$592,000.00		Date Project	11/5/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Humberto Garcia Sr	Jose Garcia	Javier Garcia		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Gordon Fairchild	Owner	Shoppes at SRGV LP	(860) 899-4722	gfairchild@firsthartford.com
Designer					
Construction Manager					

Project Owner	TxDOT		Project Name	CSJ 0921-06-355 Odoms Lane & Centerline Rd	
General Description of Project	Road Improvements				
Project Cost	$978,047.44		Date Project	8/27/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Jose Garcia			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Cristian Reyna	Project Engineer	TxDOT	(956) 399-5102	Cristian.reyna@txdot.gov

Project Owner	TxDOT		Project Name	CSJ 0921-06-370 Bicycle & Pedestrial	
General Description of Project	Sidewalk Improvements				
Project Cost	$1,627,355.47		Date Project	8/27/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Jose Garcia			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Mark Rosas	Project Engineer	TxDOT	(956) 399-5102	Mark.rosas@txdot.gov

Schedule B—Previous Experience with Similar Projects

Name of Organization	2GS LLC dba Earthworks Enterprise				
Project Owner	Hidalgo County Precinct 2		Project Name	Dicker Road Reconstruction Project	
General Description of Project	Road Improvements				
Project Cost	$15,225,695.95		Date Project	2020-2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Humberto Garcia Jr			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Erika Zamara	Director Administration Pct 2	Hidalgo County Precinct 2		erika.zamora@co.hidalgo.tx.us
Designer	Saul R Ramos	Project Manager	B2Z Engineering	(956) 585-3773	saul@b2zeng.com
Construction Manager					

Project Owner	City of McAllen		Project Name	City of McAllen 29st Street Extension	
General Description of Project	Street Extension				
Project Cost	$3,049,331.72		Date Project	September 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Humberto Garcia Jr			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marlen Garza	City Engineer	City of McAllen	(956) 681-1150	marlen.garza@mcallen.net
Designer	Julio Macias	EIT	Dannenbaum Engineering	(956) 429-0524	julio.macias@dannenbaum.com
Construction Manager					

Project Owner	City of Harlingen		Project Name	2019-02 General Fund Street Improvements Project	
General Description of Project	Street Improvements				
Project Cost	$1,850,479.86		Date Project	09-2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Flores	Humberto Garcia Jr			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ponciana Longoria	Project Engineer	City of Harlingen	(956) 216-5223	plongoria@myharlingen.us
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Ruben Flores	
Years of experience as project manager		20	
Years of experience with this organization		5	
Number of similar projects as project manager		7	
Number of similar projects in other positions		0	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Bicycle & Pedestrian		40%	Mar 2026
Odoms & Centerline		15%	Sep 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humberto Garcia Jr	Name	
Title/Position	member	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 424-3414	Telephone	
Email	BETO@2GSLLC.COM	Email	
Project	Bicycle & Pedestrian	Project	
Candidate's role on project	project manager	Candidate's role on project	

Project Superintendent			
Name of individual		Jose Garcia	
Years of experience as project superintendent		12	
Years of experience with this organization		12	
Number of similar projects as project superintendent		4	
Number of similar projects in other positions		0	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Bicycle & Pedestrian		40%	Mar 2026
Odoms & Centerline		15%	Sep 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humberto Garcia Jr	Name	
Title/Position	member	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 424-3414	Telephone	
Email	beto@2gsllc.com	Email	
Project	odoms & Centerline	Project	
Candidate's role on project	superintendent	Candidate's role on project	

Safety Manager			
Name of individual		Javier Garcia	
Years of experience as project manager		12	
Years of experience with this organization		12	
Number of similar projects as project manager		4	
Number of similar projects in other positions		0	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Bicycle & Pedestrian		40%	Mar 2026
Odoms & Centerline		15%	Sep 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humberto Garcia Jr	Name	
Title/Position	member	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 424-3414	Telephone	
Email	BETO@2GSLLC.COM	Email	
Project	Odoms & Centerline	Project	
Candidate's role on project	safety manager	Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

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

Signed this 6 day of January, 20 26.

Humberto Garcia Jr
Name of Bidder

Signature of Bidder

member
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Backhoe	x	
Crawler Dozer	x	
Front End Loader	x	
Motor Grader	x	
Milling Machine 4.5 ft	x	
Asphalt Paver	x	
Smooth Drum Roller 66"	x	
Pneumatic Roller	x	
Sweeper	x	
Lowboy TK	x	
Prime Truck	x	
Water Truck	x	
Gomacco GT3600 Paver Curb Machine	x	
Scrapers	x	
Chip Spreader	x	
Windrow Elevator	x	

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

ITEM	MANUFACTURER OR SUPPLIER
RCP	ROYAL
INLETS	ROYAL
CALICHE	PERALES PIT
HOTMIX	UPPER VALLEY MATERIAL

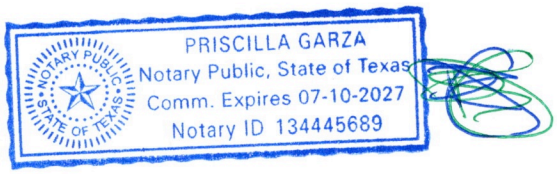
BIDDER

Executed this: 6 Day of : January 20 26

By: Humberto Garcia Jr / 2GS LLC dba Earthworks Enterprise
BIDDER

Title: member

NOTARY PUBLIC



State of Texas

County of:

Subscribed and sworn to before me this: 6th day of January 2026

NOTARY PUBLIC

END OF SECTION

EARTHWORKS
ENTERPRISE

2GS LLC dba Earthworks Enterprise
PO BOX 595
Penitas, Tx 78576

1/6/26

Dear City of Edinburg

The undersigned party certifies that 2GS LLC dba Earthworks Enterprise complies with the following criteria:

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

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

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

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

Humberto Garcia Jr
Printed name

Signature

member
Position in bidding company

1/6/26
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Humberto Garcia Jr, who
[Affiant]

being by me duly sworn on his oath stated that he is member, of
[Title]

2GS LLC dba Earthworks Enterprise
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1/6/26.
[Date]

PRISCILLA GARZA
Notary Public, State of Texas
Comm. Expires 07-10-2027
Notary ID 134445689

Notary Public in and for the State of TEXAS

Priscilla Garza
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 07.10.2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation: (S- Corporation)

Corporate Name: 2GS, LLC Dba Earthworks Enterprise
State of Incorporation: Texas
Mailing Address: PO BOX 595, PENITAS TX 78576

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

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

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Humberto Garcia Jr , member
[Typed Name and Title of Authorized Representative]

_____ 1/6/26
[Signature of Authorized Representative] [Typed Date]

END OF DOCUMENT

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

2GS, LLC
File Number: 801538024
Assumed Name:
Earthworks Enterprise

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 04/08/2025

Effective: 04/08/2025

Jane Nelson
Secretary of State

FRANCHISE TAX ACCOUNT STATUS

This record as of January 6, 2026, 11:32:36

2GS, LLC

Texas Taxpayer Number:	32046658822
Mailing Address:	PO BOX 595 PENITAS, TX 78576 - 0595
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	01/20/2012
Texas SOS File Number:	0801538024
Registered Agent Name:	HUMBERTO GARCIA JR
Registered Office Street Address:	7100 W EXPRESSWAY 83 PALMVIEW, TX 78572

Public Information Report for Year 2025

Title	Name and Address
MEMBER	**HUMBERTO GARCIA JR** PO BOX 595 PENITAS, TX 78576 **Source:** CPA
MEMBER	**JORGE ANDRADE** PO BOX 595 PENITAS, TX 78576 **Source:** CPA

Information on this site is obtained from the most recent Public Information Report (PIR) submitted to the Comptroller of Public Accounts (CPA) or from the most recent PIR processed by the Secretary of State (SOS). Annual PIRs submitted to the CPA are forwarded to the SOS.

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

2GS LLC dba Earthworks Enterprise
[Typed Name of Company:]

Humberto Garcia Jr
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/6/26
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _x_ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: QKCUFJG9FNT8

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: 1/6/26

Company/Vendor Name: 2GS LLC dba Earthworks Enterprise

Printed Name and Title: Humberto Garcia Jr

Authorized Signatory:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit***.** No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

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

- ☒ I have no conflict of interest to disclose
- ☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1/6/26

Company/Vendor Name: 2GS LLC dba Earthworks Enterprise

Printed Name and Title: Humberto Garcia Jr

Authorized Signatory: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: 2GS LLC dba Earthworks Enterprise

Address and Zip Code: PO BOX 595, Penitas Tx 78576

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes x No _____ (If answer is yes, identify the most recent contract)
   CSJ 0921-06-370 Bicycle & Pedestrian
   CSJ 0921-06-355 Odoms Lane & Centerline Rd
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No x (If answer is yes, identify the most recent contract)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required x
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.

Humberto Garcia Jr
(Name and Title of Signer – please type)

Signature

1/6/26
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Humberto Garcia Jr

Title of Contractor's Authorized Official: member

Date: 1/6/26

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.

Humberto Garcia Jr	member
NAME	TITLE
	1/6/26
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Humberto Garcia Jr, being the first duly sworn, deposes and says that:

1. He/she is member (Owner, partner, etc.) 2GS LLC dba Earthworks Enterprise (Company) the Bidder that has submitted the attached Bid;

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

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

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

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

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

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

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

Signature: _____ Date: 1/6/26

Title: member

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant 2GS LLC dba Earthworks Enterprise

Project Number 2026-02

Contractor/Engineer City of Edinburg

Address, City, State, and Zip PO BOX 595, Penitas Tx 78576

Contact Person Humberto Garcia Jr Telephone No (956) 424-3414

Amount of Contract N/A MBE Percentage 0 WBE Percentage: 0

1. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1/6/26

Signature: _____

Company Name: 2GS LLC dba Earthworks Enterprise

Title: member

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Cedar Detention Pond Project - Phase III Date: 1/6/26

Location: Freddy Gozalez & Cedar Dr, Edinburg Tx Project No.: 2026-02

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for Drainage Improvements in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Martha Diaz, whose signature appears below, to supervise the payment

of (my) (our) employees beginning January, 20 26: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)	2GS LLC dba Earthworks Enterprise (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	member (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Title 29 – Labor Regulations

Title 29 – LABOR

Subtitle A – Office of The Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sect. Name
3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 3.1 - Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

As used in the regulations in this part:
(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance'', or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
(c) The requirements of this section shall not apply to any contract of $2,000 or less.
(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting
officer or his authorized representative, and by authorized representatives of the Department of Labor.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;
(2) It is either:
(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
(b) The deduction is not otherwise prohibited by law;
(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
(d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.
(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Federal Contract Provisions

Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and

regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants foremployment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any

Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

   designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

Federal Register 2 CFR Part 200, Appendix II

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The
non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40
U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

"General Decision Number: TX20250003 09/19/2025

Superseded General Decision Number: TX20240003

State: Texas

Construction Type: Heavy

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	09/19/2025

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46 **	
FORM BUILDER/FORM SETTER		

(Structures).....$ 12.30 **

FORM SETTER (Paving & Curb)......$ 12.16 **

LABORER
Asphalt Raker.....$ 10.61 **
Flagger.....$ 9.10 **
Laborer, Common.....$ 9.86 **
Laborer, Utility.....$ 11.53 **
Pipelayer.....$ 11.87 **
Work Zone Barricade
Servicer.....$ 12.88 **

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 13.48 **
Asphalt Paving Machine.....$ 12.25 **
Broom or Sweeper.....$ 10.33 **
Crane, Lattice Boom 80
Tons or Less.....$ 14.39 **
Crawler Tractor.....$ 16.63 **
Excavator, 50,000 lbs or
less.....$ 12.56 **
Excavator, over 50,000 lbs..$ 15.23 **
Foundation Drill, Truck
Mounted.....$ 16.86 **
Front End Loader Operator,
Over 3 CY.....$ 13.69 **
Front End Loader, 3 CY or
less.....$ 13.49 **
Loader/Backhoe.....$ 12.77 **
Mechanic.....$ 15.47 **
Milling Machine.....$ 14.64 **
Motor Grader Operator,
Rough.....$ 14.62 **
Motor Grader, Fine Grade....$ 16.52 **
Scraper.....$ 11.07 **

Servicer.....$ 12.34 **

Steel Worker (Reinforcing).....$ 14.07 **

TRUCK DRIVER
Lowboy-Float.....$ 13.63 **
Single Axle.....$ 10.82 **
Single or Tandem Axle Dump..$ 14.53 **
Tandem Axle Tractor with
Semi Trailer.....$ 12.12 **

WELDER.....$ 14.02 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Contractor’s Guide to Prevailing Wage Requirements

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects

January 2012
Previous versions obsolete

HUD Form 4230A
Report Additional Classification Rate

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (*name and address of requesting agency)*

City of Edinburg
415 W. University Drive
Edinburg TX 78541

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

☐ **Building** ☐ **Residential**
☐ **Heavy** ☐ **Other (specify)**
☐ **Highway**

6. WAGE DECISION NO. (include modification number, if any)

☐ **COPY ATTACHED**

7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Michelle L. Mendoza

Agency Representative
(Typed name and signature)

Date

956-388-8206
Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

Sample Payroll and other Employer Documentation

INSTRUCTIONS FOR PREPARATION OF PAYROLL FORM WH-347

1. Make certain all items in the heading are completed, including payroll number and project number. (Shaded area of Form)

2. Include the name, address, and social security number of each employee the first time such employee is listed on a payroll report.

3. For equipment operators and truck drivers, include a brief but clear description of the equipment the employee is operating. (This is to be shown on each payroll report.)

4. Show the hours and the wages actually worked on the project separate from the employees' total wages for the week. To illustrate: "John Doe" worked on the project 18 hours and on other projects for the same contractor 22hours. (18 x $6.45 = $116.10 earned this project, $239.30 gross amount earned all projects.)

5. When fringe benefits are sent to an approved program, they need not be included in the rate of pay. Employees John Johnson and Bill Thomas illustrate this point. John Johnson receives $5.90 per hour, an additional $0.66 is being sent to approved plan - indicated by marking box (a) of paragraph (4) on the Statement of Compliance. Cement Mason, Bill Thomas receives the fringe benefits required in cash - the total rate of pay shown must be equal to the wage rate for that classification plus fringe benefits. $5.90 (wage rate) plus $0.66 (fringe) - $6.56 indicated by marking box (b) of paragraph (4) on the Statement of Compliance.

6. When an individual performs work on the project in more than one classification within the same workweek, have that individual sign the payroll report by his name or submit a copy of his time card with the payroll report if a lower rate of pay per hour is applicable. The employee must be entered on the payroll separately for each classification he/she performed in. Employee Tom Thompson illustrates this point.

7. When a valid subcontractor works with his employees on the job, he will be listed with his employees on each payroll. However, he need only show his name as owner. EXAMPLE: I.M. Boss (Owner). If the subcontractor has no employees and performs alone on the project, he should submit a letter stating that he is the owner and has no employees. He/she must still submit a time sheet. When working owners/ operators (partners, co-owners, corporation officers, etc.) perform work on the project, they must show daily and total hours worked (Always show exact work classification.)

8. Submit an apprenticeship certification with the payroll report on which apprentice IS FIRST REPORTED. Indicate step of apprenticeship and what percentage of the journeyman wage he is receiving.

9. It is the General Contractor's responsibility to submit correct payrolls. The General Contractor should therefore compare the wage rate shown on EACH SUBCONTRACTOR'S payroll with the required rate shown on the wage determination for this project. If there are underpayments, restitution should be required and the payroll report corrected prior to submitting it to the Contracting Agency.

10. Payroll Form: Contractors are urged to use the Department of Labor Form WH-347, Payroll. The text of the "weekly statement with respect to the payment of wages," which is required by regulations of the Secretary of Labor, appears in EXHIBIT VIII-T, (Department of Labor Form WH-348). A contractor may use an appropriate payroll form of his own choice, but he must report ALL required items of information and he must attach a copy of the weekly statement, using either Department of Labor Form WH-348, Statement of Compliance, which contains the weekly statement and related instructions, or any form containing the statement in the identical wording contained in Forms WH-347 and WH-348.

11. In the event any contractor sees he will be employing a trade for which a wage is not listed on the wage determination, it should be brought immediately to the attention of the Contracting Agency so that a wage rate determination for that trade can be made at the earliest possible date. A HUD 4230A, EXHIBIT VIII-E, should be completed, so that a rate can be established.

12. Submission of Payrolls: Each contractor or subcontractor shall submit to the Contracting Agency a completed payroll for EACH WORKWEEK FROM THE TIME HE BEGINS WORK ON A PROJECT UNTIL WORK IS COMPLETED. The initial and final payrolls shall be identified accordingly. If no work is done on the project during a given week, submit a certified payroll stating "no work this week."

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO. Number Wage Restituion | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S	0.00										
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SAMPLE REPORT

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR [x] OR SUBCONTRACTOR [ ] | ADDRESS

ACES CONSTRUCTION COMPANY, INC. | 1776 America Street; Anytown, Montana 59604

PAYROLL NO: #1 (Show # and FINAL at end) | FOR WEEK ENDING: July 4, 1983 | PROJECT AND LOCATION: Happy Valley Manor - Anytown, MT 59604 | PROJECT OR CONTRACT NO.: 101-35075-PM-WAH-18

	(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S 28	M 29	T 30	W 1	TH 2	F 3	S 4	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	STATE W/H	VAC FUND	* OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
(1)					HOURS WORKED EACH DAY																
(2)	John Doe 521-44-7086 1974 Clark Ave. Downtown, MT 59624	1	Foreman Carpenter **	O		2	2	1		1		6	10.95	** A working foreman is one who, in addition to his supervisory duties - at least 20% - performs the work of a laborer or mechanic during a substantial part of his work week.							
				S		8	8	8	8	8		40	7.30	357.70	15.18	53.60	8.00	10.00		86.78	270.92
(3)	Dick Brown 544-43-7806 Box 245 Anytown, MT 59601	2	3 cu. yd. Backhoe Operator	O															Ins.		
				S		8	8	8	8		8	40	6.00	240.00	10.00	45.00	5.00		5.00	65.00	175.00
(4)	John Doe 501-44-7086 Anywhere St. Downtown, MT 59624	0	10 cu. yd. Truck Driver	O	(WORKING ON MORE THAN ONE JOB; ONE JOB IS AN FHA PROJECT, STATE: "Circled hours this project")																
				S	(4)		(6)		(8)			(18)	(6.45)	(116.10)							
					4	8	2	8				22		239.30	10.59	48.00	7.00			65.59	173.71
(5)	Bill Thomas 515-38-1005 1050 Clearbridge St. Somewhere, MT 59011	1	Cement Mason	O	(FRINGE BENEFITS)																
				S	8	8	8		8			32	6.56	209.92	-- Fringe Benefits Paid in Cash						
	John Johnson 505-43-5478 515 Broadway Anytown, MT 59601	2	Cement Mason	O																	
				S	8	8	8		8			32	5.90	188.80	-- Fringe Benefits Paid Into an Approved Fund or Plan						
(6)	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903	2	Laborer	O	(DUAL CLASSIFICATION: Worker must be entered on payroll twice and sign by the lower rate of pay received.)																
				S	4	7		8				19	4.95	94.05							
	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903		Cement Mason	O										123.90							
				S	4	1	8		8			21	5.90	217.95	10.80	15.90	5.80	10.00		42.50	175.45
(7)	Harry Jamison 555-44-3372 Box 333 Friendly, MT 59526		(Owner) Tile Setter	O	(WORKING OWNER: Must show the daily and total hours worked on the site.)																
				S	8	8	8	8	8			40									
(8)	Joe Smith 527-38-7537 730 - 3rd Street Anytown, MT 59601	0	Apprentice Carpenter 1st Step - 55%	O	(APPRENTICES: Apprenticeship Certificate Showing Dept of Labor Certification Must Be Submitted With the First Payroll The Apprentice Appears On.)																
				S	8	8		8	8			32	4.02	128.64	5.00	8.00	2.00			15.00	113.64

**ALL DEDUCTIONS UNDER "OTHER" SUCH AS PURCHASES, ADVANCES, BONDS, ETC. MUST BE IDENTIFIED AND SUPPORTED BY A SIGNED STATEMENT FROM THE EMPLOYEE AUTHORIZING SUCH DEDUCTIONS WITH THE TOTAL AMOUNT AND REPAYMENT AMOUNT.

SAMPLE REPORT

Date _____

I, Samantha Sammons (Name of signatory party), Bookkeeper (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Ace Construction Company (Contractor or Subcontractor) on the Happy Valley Manor (Building of work)

101-35075 ; that during the payroll period commencing on the 28th day of June, 19 83 and ending the 4th day of July 19 83, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Ace Construction Company (Contractor or Subcontractor) from the full weekly wages earned by any person and that

no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA, Federal, and State

Other: Vacation and Insurance

BE SURE TO INCLUDE EXPLANATION AND SIGNED STATEMENT FOR ALL "OTHER" DEDUCTIONS.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

John Johnson) (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH (Bill Thomas)

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Exceptions must be approved.	Use this space for any special
Send copy of plan.	or unusual circumstances which
	affects wages or employees.

Remarks

Additional space which can be used for explanations.

NON-COVERED JOB CLASSIFICATIONS: Workers performing the following classifications are not subject to the prevailing wage requirements - Project Superintendent, Project Engineer, Supervisory Foreman, Watchman, Waterboy, Messenger, and Clerical workers such as timekeepers, payroll clerks, and bookkeepers.

NAME AND TITLE	SIGNATURE
Samantha Simmons Bookkeeper ***	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

***** AN AUTHORIZATION FORM OR LETTER MUST BE SUBMITTED FOR ANYONE SIGNING PAYROLLS OTHER THAN AN OFFICER OF THE COMPANY.**

Record of Employee Interview

U.S. Department of Housing and Urban Development
Office of Labor Relations

OMB Approval No. 2501-0009
(exp.0 /30/201)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential**.

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code 2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

CONFIDENTIAL

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Previous editions are obsolete **Form HUD-11 (08/2004)**

PAYROLL DEDUCTION AUTHORIZATION FORM

This is authorization to the _____

_____ to deduct from my paycheck $_____.

*This is for item number as shown below:

Repayment of

1. Loan
2. Retirement
3. Advance on Wages
4. Savings
5. Saving Bonds
6. Uniforms
7. Credit Union
8. Profit Sharing
9. Donations to Agencies
10. Insurance Premiums
11. Union Dues

*This deduction is to be made:

Check Appropriate Box	
	One Time Only
	Weekly
	Bi-Weekly
	For _____Weeks

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

PERMISSIBLE PAYROLL DEDUCTIONS

The “Anti-Kickback” regulations of the Copeland Act permit the following deductions from the workman’s weekly wages:

1. Where required by Federal, State or Local Statutes.

2. Bona fide payment of wages without discount of interest.

3. Deductions required by court process, provided such deduction is not in favor of the contractor, subcontractor, or any affiliated person, or where collusion exists.

4. The purchase price of United States Notes, Stamps and Bonds.

5. The repayment of loans to or the purchase of shares in, credit unions organized and operated in accordance with Federal or State statutes.

6. Contributions to a Federal Government or quasi-governmental agency.

7. The payment of dues or premiums to unaffiliated associations for medical or hospitalization insurance where the employer is not required by law to supply such benefits.

8. Contributions to the Red Cross and Community Chests.

9. Regular union initiation fees and membership dues where a collective bargaining agreement provides for such deductions. (This does not include work permits or special assessments.)

STATEMENT OF NON-PERFORMANCE

Payroll Number: _____

I, _____, _____ do hereby state that
(Name of Signatory party) (Title)

NO PERSONS employed by _____ performed work on
(Name of submitting company)

the construction project known as _____

for the payroll period commencing on the _____ day of _____, _____
(1st date of week) (month)

and ending on the _____ day of _____, _____.
(last date of week) (month)

_____
Signature of Authorized Person

_____
Date

*THIS STATEMENT IS NOT REQUIRED TO BE SUBMITTED UNTIL AFTER SUBMISSION OF THE INITIAL PAYROLL REPORT

SECTION 3 REQUIREMENTS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 which ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low and very low-income persons.

The City of Edinburg is committed to promoting employment, contracting, and training opportunities to low and very low income individuals and to business concerns who employ such individuals.

WHICH CITY OF EDINBURG PROJECTS ARE SUBJECT TO SECTION 3 REQUIREMENTS?

Section 3 projects include housing rehabilitation, housing construction and other public construction (infrastructure, public facilities, park improvements etc.) assisted under the Community Development Block Grant Program (CDBG) when the total funding amount exceeds $200,000.

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last 6 months:

1. At least 51% owned and controlled by low or very low income persons; or
2. Over 75% of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If your business meets the criteria as noted above, please register as a Section 3 Business Concern on the HUD Section 3 Business Registry database here:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/What

***Please note that registry on this database DOES NOT GUARANTEE contract preference. The City of Edinburg must still review and verify the attached certifications and provide final approval.**

WHO IS A LOW INCOME PERSON?

To determine if a person is considered low-income, please refer to the HUD Individual Income Limits included in the attached Section 3 Eligibility Guidelines.

WHO IS A "SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild Participant.

WHO IS A "TARGETED SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
   - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
   - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

[BLUE DOT SITE & UTILITIES, LLC.] RESPONSE DOCUMENT REPORT

BID No. 2026-02

Brennaaleen Cedar Detention Pond Project - Phase III

RESPONSE DEADLINE: January 6, 2026 at 3:00 pm

Report Generated: Thursday, January 15, 2026

Blue Dot Site & Utilities, LLC. Response

CONTACT INFORMATION

Company:
Blue Dot Site & Utilities, LLC.

Email:
bluedotsite1@gmail.com

Contact:
Robert DeHoyos

Address:
306 zee dr
San Juan, TX 78589

Phone:
N/A

Website:
bluedotsiteutilities.com

Submission Date:
Jan 6, 2026 2:34 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 5, 2026 2:22 PM by Robert DeHoyos

QUESTIONNAIRE

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

Please do not upload multiple files.

Proposal.pdf

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

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

CERT_OF_LIAB_INS_2016_03_11_5_2025_1_13_52_PM.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ_2026.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

B_-_Past_Performance_Evaluation_M_Garcia_Eng_01-06-26.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

Bid_Bond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Statement_of_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Experience_&_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Equipment_Material_List.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Non_Bribery_Form.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K - Performance Bond.pdf

Bid_Bond.pdf

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

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

Bid_Bond.pdf

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

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Affidavit_of_Insurance.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Form_of_Business.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Certificate_Regarding_Deparment.pdf

6. CDBG Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Pass

Please download the document below, complete, and upload.

- 1. SAM.UEI.Vendor Informati...

1._SAM.UEI.Vendor_Information.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 2. Conflict of Interest Dis...

2_Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 3. CDBG Affidavit.pdf

CDBG_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 4. EEO Certification.pdf

EEO_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 5. Clean Air & Water Certif...

Clean_Air_&_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 6. Non-Lobbying Certificati...

Non-Lobbying_Certificate.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

Non_Collusion_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Pass

Please download the document below, complete, and upload.

- 8._Minority-Owned,_Women-Ow...

8._Minority-Owned,_Women-Owned_Business_Information.pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 9._Build_America,_Buy_Ameri...

9._Build_America,_Buy_America_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATE FROM CONTRACTOR/SUBCONTRACT FORM AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 10._Contractor-Subcontracto...

Supervise_Payment_of_Employees.pdf

7. Information Only

PLEASE READ THE TITLE 29-LABOR REGULATIONS - INFORMATION ONLY
Please read - Information Only

- APPLICABLE_REGULATIONS_INFO...

No response submitted

PLEASE REVIEW THE ATTACHED WAGE DECISION TX2025-0003 DOCUMENT -INFORMATION ONLY
Please read - Information Only

- Applicable_Project_Wage_Dec...

No response submitted

PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS - INFORMATION ONLY
Please read - Information Only

- DBLS_INFORMATION_ONLY.pdf

No response submitted

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

No response submitted

PRICE TABLES

DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$20,000.00	$20,000.00
2	Traffic Control	1	LS	$5,000.00	$5,000.00
3	Manhole	3	EA	$7,250.00	$21,750.00
4	Inlet Type A	1	EA	$7,250.00	$7,250.00
5	Inlet Type CC	1	EA	$7,250.00	$7,250.00
6	Type A Inlet w/ Extension	5	EA	$7,000.00	$35,000.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$115.00	$89,010.00
8	18" R.C.P. Class III Rubber Gasket	383	LF	$105.00	$40,215.00
9	18" R.C.P. Safety End Treatment	1	EA	$1,200.00	$1,200.00
10	SW3P Plan & Implementation	1	LS	$6,500.00	$6,500.00
11	Removal of R.C.P.	29	LF	$60.00	$1,740.00
12	Trench Protection	343	LF	$10.00	$3,430.00
13	Stabilized Backfill	247	CY	$60.00	$14,820.00
14	Project Sign (4'x8')	1	LS	$1,000.00	$1,000.00
TOTAL					**$254,165.00**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$45.00	$20,700.00
2	Remove Curb & Gutter	102	LF	$10.00	$1,020.00
TOTAL					**$21,720.00**

Bond Number:

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Principal and Surety are held and firmly bound unto

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

As Obligee in the penal sum of – **Five Percent (5%)** – of the total amount bid, the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for

2026-02
BRENNAALEEN CEDAR DETENTION POND PROJECT - PHASE III

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect. Provided, however, that if the Principal's bid would otherwise be declared non-responsive by the Obligee solely because the wording in this bond varies from that which is specified in the call for bids, then this document is hereby amended to include the wording so specified.

SIGNED, SEALED AND DATED THIS **5th** DAY OF **January** , 20**26** .

PRINCIPAL:
Blue Dot Site & Utilities, LLC

By: Robert De Hoyos

SURETY:
Lexon Insurance Company

By: Gary T. Eastman
Gary T. Eastman , Attorney in Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

14574

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Gary Eastman**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1994 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of January, 20 26

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

6. Pricing Proposal

DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$20,000.00	$20,000.00
2	Traffic Control	1	LS	$5,000.00	$5,000.00
3	Manhole	3	EA	$7,250.00	$21,750.00
4	Inlet Type A	1	EA	$7,250.00	$7,250.00
5	Inlet Type CC	1	EA	$7,250.00	$7,250.00
6	Type A Inlet w/ Extension	5	EA	$7,000.00	$35,000.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$115.00	$89,010.00
8	18" R.C.P. Class III Rubber Gasket	383	LF	$105.00	$40,215.00
9	18" R.C.P. Safety End Treatment	1	EA	$1,200.00	$1,200.00
10	SW3P Plan & Implementation	1	LS	$6,500.00	$6,500.00
11	Removal of R.C.P.	29	LF	$60.00	$1,740.00
12	Trench Protection	343	LF	$10.00	$3,430.00
13	Stabilized Backfill	247	CY	$60.00	$14,820.00
14	Project Sign (4'x8')	1	LS	$1,000.00	$1,000.00
TOTAL	$254,165.00				

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$45.00	$20,700.00

Document 00900

ADDENDUM NO. 01

Date of Addendum: **December 19, 2025**

PROJECT NAME: Brennaaleen Cedar Detention Pond Project – Phase III

PROJECT NO: RFB # 2026-02

FROM: City of Edinburg
Att: Lorena Fuentes, Purchasing Manager
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-1895

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

CHANGE IN BID DATE

The bid date for this Project has been changed from December 23, 2025 to January 6, 2026.

Time of day and place for submittal of bid remains the same.

END OF ADDENDUM NO.**01**

Alicia Carmona

Alicia Carmona, P.E., CFM

DATED: 12/19/2025

END OF DOCUMENT

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1/5/2026

Company/Vendor Name: Blue Dot Site & Utilities, LLC

Printed Name and Title: Robert De Hoyos / Managing Member

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Blue Dot Site & Utilities, LLC
(Full, correct legal name)

- Address: 306 Zee Dr. San Juan, TX 78589
- Telephone/Fax: 956.616.8183
- Email address: bluedotsite1@gmail.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes____ No ✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes____ No ✓

4. Where is the Company's corporate headquarters located? 306 Zee Dr. San Juan, TX 78589

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No ✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No ✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Robert De Hoyos
Address: 306 Zee Dr. San Juan, TX 78589
Telephone: 956.616.8183
Fax: _____
Email: bluedotsite1@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, Robert De Hoyos, the undersigned representative of

Blue Dot Site & Utilities, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert De Hoyos / Managing Member

TYPE/PRINT NAME AND TITLE:

1/5/2026

DATE:

SENATE BILL 13 VERIFICATION

I, Robert De Hoyos, the undersigned representative of

Blue Dot Site & Utilities, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert De Hoyos / Managing Member

TYPE/PRINT NAME AND TITLE:

1/5/2026

DATE:

SENATE BILL 19 VERIFICATION

I, Robert De Hoyos, the undersigned representative of

Blue Dot Site & Utilities, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert De Hoyos / Managing Member

TYPE/PRINT NAME AND TITLE:

1/5/2026

DATE:

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.

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* 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?

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

1/5/2026

Company/Vendor Name:

Blue Dot Site & Utilities, LLC

Printed Name and Title:

Robert De Hoyos / Managing Member

Authorized Signatory:

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:
2026-1404804

Date Filed:
01/05/2026

Date Acknowledged:

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

Blue Dot Site & Utilities, LLC
San Juan , 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.

2026-02
Brennaaleen Cedar Detention Pond Project - Phase III

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
De Hoyos, Robert	San Juan , TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert De Hoyos, and my date of birth is 08/04/2001.

My address is 306 Zee Dr., San Juan (city), TX (state), 78589 (zip code), US (country).

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

Executed in Hidalgo County, State of Texas, on the 5 day of January (month), 2026 (year).

Signature of ~~authorized agent of contracting~~ business entity
(Declarant)

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

Reference For: Blue Dot Site & Utilities, LLC

Reference Company Name: M Garcia Engineering, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

2. Performed and Completed Punch List items timely: Yes__X__ No___

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

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

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

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

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

Signature: _____

Printed Name: Mariano Garcia, P.E.

Date: January 06, 2026

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Blue Dot Site & Utilities, LLC		
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:	Robert De Hoyos	Phone number:	956-616-8183
Title:	Managing Member	Email address:	bluedotsite1@gmail.com
Business address of local office:	306 Zee Dr. San Juan, TX 78589		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☑ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	November 2019	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

Name of business:		Affiliation:	
Address:	N/A		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	Robert De Hoyos	Title:	Managing Member
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:	N/A		
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☑ Minority Business Enterprise	Sam.gov	Dec 1 2025
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	

Safety Certifications		
Certification Name	Issuing Agency	Expiration

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Swift Bonds
Surety is a corporation organized and existing under the laws of the state of:	Kansas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No	
Mailing Address (principal place of business):	4901 W 136th St, Ste 25
	Leawood KS 66224

Physical Address (principal place of business):	4901 W 136th St, Ste 25 Leawood KS 66224		
Phone (main):	913.908.9113	Phone (claims):	

ARTICLE 7—INSURANCE

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

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Salazar Insurance Company	Workers Compensation, Commercial, GL

Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No

Mailing Address (principal place of business):	6421 N. 10th St. Ste. 160 McAllen, TX 78504		
Physical Address (principal place of business):	6421 N. 10th St. Ste. McAllen, TX 78504		
Phone (main):	(956) 631-0004	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	12
Estimate of revenue for the current year:	2.5M
Estimate of revenue for the previous year:	1.5M

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

Years of experience with projects like the proposed project: 6				
As a general contractor:	6	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Blue Dot Site & Utilities, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Robert De Hoyos
(typed or printed)

Title: Managing Member
(typed or printed)

Date: 1/5/2026
(date signed)

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

Attest: _____
(individual's signature)

Name: Valerie Mora
(typed or printed)

Title: Office Administrator
(typed or printed)

Address for giving notices:
306 Zee Dr.
San Juan, TX 78589

Designated Representative:

Name: Robert De Hoyos
(typed or printed)

Title: Managing Member
(typed or printed)

Address:
306 Zee Dr
San Juan, TX 78589

Phone: 956-616-8183

Email: bluedotsite1@gmail.com

Schedule A—Current Projects

Name of Organization	Hidalgo County Drainage District No. 1				
Project Owner	Hidalgo County Drainage District No. 1		Project Name	Alternate Rado Drain Phase 1	
General Description of Project	Drainage Improvements				
Project Cost			Date Project	April 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Robert De Hoyos	Roberto De Hoyos	Emilio De Hoyos		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Nora Cavazos	Executive Assistant	Hidalgo County		nora.cavazos@hcdd1.org
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	El Rancho Regional Detention Facility	
General Description of Project	Drainage Pond Widening				
Project Cost			Date Project	February 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Robert De Hoyos	Roberto De Hoyos	Emilio De Hoyos		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Jose Perez	Engineer	City of McAllen		jperez@mcallen.net
Construction Manager					

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

Schedule B—Previous Experience with Similar Projects

Name of Organization	Bonafide LLC				
Project Owner	Bonafide LLC		Project Name	Georgetown Park Subdivision	
General Description of Project	New Subdivision				
Project Cost			Date Project	March 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert De Hoyos	Roberto De Hoyos	Israel De Hoyos		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Fransisco Pons	Owner	Bonafide LLC		franciscopons@sedelprado.com
Designer	Mariano Garcia	Engineer	M. Garcia Engineering		mgarciaeng@gmail.com
Construction Manager					

Project Owner	Hidalgo County Drainage District No. 1		Project Name	West Main Drain - 2023 Bond Project No. 14	
General Description of Project	Drainage Ditch Improvements				
Project Cost			Date Project	July 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert De Hoyos	Roberto De Hoyos			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Nora Cavazos	Executive Assistant	Hidalgo County		nora.cavazos@hcdd1.org
Designer	Diana Izaguirre	Engineer	Izaguirre Engineering Group. LLC		diana.izaguirre@yahoo.com
Construction Manager					

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

Schedule B—Previous Experience with Similar Projects

Name of Organization	Erickson Construction LLC				
Project Owner	Erickson Construction LLC		Project Name	Airport Heights Subdivision	
General Description of Project	New Subdivision				
Project Cost			Date Project	2024	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name		Roberto De Hoyos			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeffrey Erickson	Owner	Erickson Construction LLC		jeff@ericksonrgv.com
Designer					
Construction Manager					

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

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

Schedule C—Key Individuals

Project Manager			
Name of individual		Robert De Hoyos	
Years of experience as project manager		3	
Years of experience with this organization		6	
Number of similar projects as project manager		5	
Number of similar projects in other positions			
Current Project Assignments2			
Name of assignment		Percent of time used for this project	Estimated project completion date
Alternate Rado Drain Phase 1			
El Rancho Regional Detention Facility			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Roberto De Hoyos	
Years of experience as project superintendent		4	
Years of experience with this organization		6	
Number of similar projects as project superintendent		7	
Number of similar projects in other positions			
Current Project Assignments2			
Name of assignment		Percent of time used for this project	Estimated project completion date
Alternate Rado Drain Phase 1			
El Rancho Regional Detention Facility			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Emilio De Hoyos	
Years of experience as project manager		1	
Years of experience with this organization		2	
Number of similar projects as project manager		2	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Alternate Rado Drain Phase 1			
El Rancho Regional Detention Facility			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

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

Signed this 5 day of January, 2026.

Blue Dot Site & Utilities, LLC
Name of Bidder

Signature of Bidder

Managing Member
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Excavator	✓	
Backhoe Loader	✓	
Tractor Truck and Belly Dump	✓	

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

ITEM	MANUFACTURER OR SUPPLIER
Concrete Appurtances	Royal Concrete Products

Executed this: 5 Day of : January 20.26

By: Robert De Hoyos, Blue Dot Site & Utilities, LLC
BIDDER

Title: Managing Member

NOTARY PUBLIC

State of Texas
County of: Hidalgo

Valerie Mora
My Commission Expires
12/3/2027
Notary ID 132271334

Subscribed and sworn to before me this: 5th day of January 2026

NOTARY PUBLIC

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

Blue Dot Site & Utilities, LLC
306 Zee Dr.
San Juan, TX 78589

1/5/2026

To whom it may concern

The undersigned party certifies that Blue Dot Site & Utilities, LLC, complies with the following criteria:

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

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

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

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

Robert De Hoyos
Printed name

Signature

Managing Member
Position in bidding company

1/5/2026
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Robert De Hoyos
[Affiant], who

being by me duly sworn on his oath stated that he is Managing Member
[Title], of

Blue Dot Site & Utilities, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1/5/2026.
[Date]

Valerie Mora
My Commission Expires
12/3/2027
Notary ID 132271334

[Notary Seal]

Notary Public in and for the State of TEXAS

Valerie Mora
[Print or type Notary Public name]

My Commission Expires: 12/3/2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

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

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

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

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

Sole Proprietorship

Name: Blue Dot Site & Utilities, LLC
Mailing Address: 306 Zee Dr. San Juan, TX 78589

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Robert De Hoyos / Managing Member
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1/5/2026
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Blue Dot Site & Utilities, LLC

[Typed Name of Company:]

Robert De Hoyos / Managing Member

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/5/2026

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: TDQUDLC8SZF1/9EMV2

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

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

What is the UEI?

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

How do I register with SAM?

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

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

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

- ☑ I have no conflict of interest to disclose
- ☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1/5/2026

Company/Vendor Name: Blue Dot Site & Utilities, LLC

Printed Name and Title: Robert De Hoyos / Managing Member

Authorized Signatory:

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Cedar Detention Pond Project - Phase III Date: 1/5/2026

Location: Edinburg Texas Project No.: 2026-02

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Robert De Hoyos, whose signature appears below, to supervise the payment of (my) (our) employees beginning February, 2026: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)	Blue Dot Site & Utilities, LLC (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	Managing Member (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Revised January 2019

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: Blue Dot Site & Utilities, LLC

Address and Zip Code: 306 Zee Dr. San Juan, TX 78589

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

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

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required ✓

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

Only form WH-347 required

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

Robert De Hoyos / Managing Member

(Name and Title of Signer – please type)

Signature

1/5/2026

Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Robert De Hoyos

Title of Contractor's Authorized Official: Managing Member

Date: 1/5/2026

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.

Robert De Hoyos	Managing Member
NAME	TITLE
	1/5/2026
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Robert De Hoyos, being the first duly sworn, deposes and says that:

1. He/she is Managing Member (Owner, partner, etc.) Blue Dot Site & Utilities, LLC (Company) the Bidder that has submitted the attached Bid;

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

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

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

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

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

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

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

Signature: _____ Date: 1/5/2026

Title: Managing Member

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant Blue Dot Site & Utilities, LLC

Project Number 2026-02

Contractor/Engineer City of Edinburg

Address, City, State, and Zip 415 W University Dr, Edinburg, TX 78539

Contact Person Mardoqueo Hinojosa Telephone No (956) 388-8211

Amount of Contract _____ MBE Percentage 100% WBE Percentage: _____

1. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip 306 Zee Dr, San Juan, TX 78589

   Contact Person Robert De Hoyos / Managing Member

   Amount of Subcontract _____ Tax ID Number 88-2075282

   Scope Of Work Drainage Improvements

2. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

3. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

4. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

Buy America, Build America
The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1/5/2026

Signature: _____

Company Name: Blue Dot Site & Utilities, LLC

Title: Managing Member

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Cedar Detention Pond Project - Phase III Date: 1/5/2026

Location: Edinburg Texas Project No.: 2026-02

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Robert De Hoyos, whose signature appears below, to supervise the payment of (my) (our) employees beginning February, 2026. That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee) Blue Dot Site & Utilities, LLC
(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature) Managing Member
(Title)

(Signature) (Title)

(Signature) (Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Revised January 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: NANCY D. SALAZAR PEREZ	
SALAZAR INSURANCE AGENCY 6421 N 10th, Ste 160 Mc Allen, TX 78504	PHONE (A/C, No, Ext): (956) 631-0004	FAX (A/C, No): (956) 630-3209
	E-MAIL ADDRESS: nancy@salazarinsuranceagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BLUE DOT SITE & UTILITIES LLC 306 ZEE DR SAN JUAN, TX 78589	INSURER A : THE BURLINGTON INSURANCE CO.	23620
	INSURER B : TEXAS MUTUAL INSURANCE COMPANY	22945
	INSURER C : PROGRESSIVE COUNTY MUTUAL INS	29203
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	133B007302	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	865326743	11/4/2025	11/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002039736	10/30/2025	10/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy D. Salazar Perez

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2025

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PRODUCER	CONTACT NAME: NANCY D. SALAZAR PEREZ	
SALAZAR INSURANCE AGENCY 6421 N 10th, Ste 160 Mc Allen, TX 78504	PHONE (A/C, No, Ext): (956) 631-0004	FAX (A/C, No): (956) 630-3209
	E-MAIL ADDRESS: nancy@salazarinsuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : THE BURLINGTON INSURANCE CO.	23620
INSURED BLUE DOT SITE & UTILITIES LLC 306 ZEE DR SAN JUAN, TX 78589	INSURER B : TEXAS MUTUAL INSURANCE COMPANY	22945
	INSURER C : PROGRESSIVE COUNTY MUTUAL INS	29203
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	133B007302	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	865326743	11/4/2025	11/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002039736	10/30/2025	10/30/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy D. Salazar Perez

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

1/5/2026

Company/Vendor Name:

Blue Dot Site & Utilities, LLC

Printed Name and Title:

Robert De Hoyos / Managing Member

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Blue Dot Site & Utilities, LLC
(Full, correct legal name)

- Address: 306 Zee Dr. San Juan, TX 78589
- Telephone/Fax: 956.616.8183
- Email address: bluedotsite1@gmail.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes____ No✓

4. Where is the Company's corporate headquarters located? 306 Zee Dr. San Juan, TX 78589

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Robert De Hoyos
Address: 306 Zee Dr. San Juan, TX 78589
Telephone: 956.616.8183
Fax: _____
Email: bluedotsite1@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, Robert De Hoyos, the undersigned representative of

Blue Dot Site & Utilities, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert De Hoyos / Managing Member

TYPE/PRINT NAME AND TITLE:

1/5/2026

DATE:

SENATE BILL 13 VERIFICATION

I, Robert De Hoyos, the undersigned representative of

Blue Dot Site & Utilities, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert De Hoyos / Managing Member

TYPE/PRINT NAME AND TITLE:

1/5/2026

DATE:

SENATE BILL 19 VERIFICATION

I, Robert De Hoyos, the undersigned representative of

Blue Dot Site & Utilities, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert De Hoyos / Managing Member

TYPE/PRINT NAME AND TITLE:

1/5/2026

DATE:

VG-1257-2026-3713287

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3713287

Recorded On: January 05, 2026 04:21 PM

Billable Pages: 1

Number of Pages: 2

CONFLICT OF INTEREST

*****Examined and Charged as Follows*****

Total Recording: $ 35.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3713287
Receipt No: 20260105000359
Recorded On: January 05, 2026 04:21 PM
Deputy Clerk: Olga Garcia
Station: CH-1-CC-K21

Record and Return To:

Blue Dot Site & Utilities LLC
306 Zee Dr
original returned to customer
SAN JUAN TX 78589

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Blue Dot Site & Utilities, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Robert De Hoyos — Name of signatory; Signature; 1/5/2026 — Date

ARTURO GUAJARDO, JR
County Clerk
100 North Closner
P.O.Box 58
Edinburg TX 78540

Receipt

Location: 0 **Employee: 102**

Transaction Information

Transaction Type: Clerk Fees
ID: 0571
Year: 2026
Payment Amount: $35.00
Service Fee: $2.50
Total Amount: $37.50

Payment Information

Payment Method: Credit Card
Card Type: VISA
Name on Card: DEHOYOS/ROBERT
Reference #: 152343
Transaction #: n2hecjjb
Authorization #: **005423**
Processed Date: 01/05/2026
Processed Time: 04:20:59 PM
**** APPROVED ****

Thank you for your payment!
The payment amount charged on your statement will be notated by the words:
GOVERNMENT PAYMENTS
If you have any questions regarding this transaction, you can call us at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM Central Standard Time on Monday through Friday

...

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v25.8.14/emv

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

Reference For: Blue Dot Site & Utilities, LLC

Reference Company Name: M Garcia Engineering, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

2. Performed and Completed Punch List items timely: Yes__X__ No___

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

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

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

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

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

Signature:

Printed Name: Mariano Garcia, P.E.

Date: January 06, 2026

Bond Number:

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Principal and Surety are held and firmly bound unto

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

As Obligee in the penal sum of – **Five Percent (5%)** – of the total amount bid, the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for

2026-02
BRENNAALEEN CEDAR DETENTION POND PROJECT - PHASE III

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect. Provided, however, that if the Principal's bid would otherwise be declared non-responsive by the Obligee solely because the wording in this bond varies from that which is specified in the call for bids, then this document is hereby amended to include the wording so specified.

SIGNED, SEALED AND DATED THIS **5th** DAY OF **January** , 20**26** .

PRINCIPAL:
Blue Dot Site & Utilities, LLC

By: Robert De Hoyos

SURETY:
Lexon Insurance Company

By: Gary T. Eastman
Gary T. Eastman , Attorney in Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

14574

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Gary Eastman**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of January, 20 26

By: Daniel S. Lupe, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Blue Dot Site & Utilities, LLC		
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:	Robert De Hoyos	Phone number:	956-616-8183
Title:	Managing Member	Email address:	bluedotsite1@gmail.com
Business address of local office:	306 Zee Dr. San Juan, TX 78589		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☑ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	November 2019	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

Name of business:		Affiliation:	
Address:	N/A		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	Robert De Hoyos	Title:	Managing Member
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:	N/A		
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☑ Minority Business Enterprise	Sam.gov	Dec 1 2025
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	

Safety Certifications		
Certification Name	Issuing Agency	Expiration

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Swift Bonds
Surety is a corporation organized and existing under the laws of the state of:	Kansas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No	
Mailing Address (principal place of business):	4901 W 136th St, Ste 25
	Leawood KS 66224

Physical Address (principal place of business):	4901 W 136th St, Ste 25 Leawood KS 66224		
Phone (main):	913.908.9113	Phone (claims):	

ARTICLE 7—INSURANCE

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

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Salazar Insurance Company	Workers Compensation, Commercial, GL

Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☐ Yes ☐ No
Mailing Address (principal place of business):	6421 N. 10th St. Ste. 160 McAllen, TX 78504		
Physical Address (principal place of business):	6421 N. 10th St. Ste. McAllen, TX 78504		
Phone (main):	(956) 631-0004	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	12
Estimate of revenue for the current year:	2.5M
Estimate of revenue for the previous year:	1.5M

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

Years of experience with projects like the proposed project: 6				
As a general contractor:	6	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Blue Dot Site & Utilities, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Robert De Hoyos
(typed or printed)

Title: Managing Member
(typed or printed)

Date: 1/5/2026
(date signed)

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

Attest:
(individual's signature)

Name: Valerie Mora
(typed or printed)

Title: Office Administrator
(typed or printed)

Address for giving notices:
306 Zee Dr.
San Juan, TX 78589

Designated Representative:

Name: Robert De Hoyos
(typed or printed)

Title: Managing Member
(typed or printed)

Address:
306 Zee Dr
San Juan, TX 78589

Phone: 956-616-8183

Email: bluedotsite1@gmail.com

Schedule A—Current Projects

Name of Organization	Hidalgo County Drainage District No. 1				
Project Owner	Hidalgo County Drainage District No. 1		Project Name	Alternate Rado Drain Phase 1	
General Description of Project	Drainage Improvements				
Project Cost			Date Project	April 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert De Hoyos	Roberto De Hoyos	Emilio De Hoyos		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Nora Cavazos	Executive Assistant	Hidalgo County		nora.cavazos@hcdd1.org
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	El Rancho Regional Detention Facility	
General Description of Project	Drainage Pond Widening				
Project Cost			Date Project	February 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert De Hoyos	Roberto De Hoyos	Emilio De Hoyos		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Jose Perez	Engineer	City of McAllen		jperez@mcallen.net
Construction Manager					

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

Schedule B—Previous Experience with Similar Projects

Name of Organization	Bonafide LLC				
Project Owner	Bonafide LLC		Project Name	Georgetown Park Subdivision	
General Description of Project	New Subdivision				
Project Cost			Date Project	March 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert De Hoyos	Roberto De Hoyos	Israel De Hoyos		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Fransisco Pons	Owner	Bonafide LLC		franciscopons@sedelprado.com
Designer	Mariano Garcia	Engineer	M. Garcia Engineering		mgarciaeng@gmail.com
Construction Manager					

Project Owner	Hidalgo County Drainage District No. 1		Project Name	West Main Drain - 2023 Bond Project No. 14	
General Description of Project	Drainage Ditch Improvements				
Project Cost			Date Project	July 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert De Hoyos	Roberto De Hoyos			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Nora Cavazos	Executive Assistant	Hidalgo County		nora.cavazos@hcdd1.org
Designer	Diana Izaguirre	Engineer	Izaguirre Engineering Group. LLC		diana.izaguirre@yahoo.com
Construction Manager					

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

Schedule B—Previous Experience with Similar Projects

Name of Organization	Erickson Construction LLC				
Project Owner	Erickson Construction LLC		Project Name	Airport Heights Subdivision	
General Description of Project	New Subdivision				
Project Cost			Date Project	2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name		Roberto De Hoyos			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeffrey Erickson	Owner	Erickson Construction LLC		jeff@ericksonrgv.com
Designer					
Construction Manager					

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

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

Schedule C—Key Individuals

Project Manager			
Name of individual	Robert De Hoyos		
Years of experience as project manager	3		
Years of experience with this organization	6		
Number of similar projects as project manager	5		
Number of similar projects in other positions			
Current Project Assignments2			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Alternate Rado Drain Phase 1			
El Rancho Regional Detention Facility			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual	Roberto De Hoyos		
Years of experience as project superintendent	4		
Years of experience with this organization	6		
Number of similar projects as project superintendent	7		
Number of similar projects in other positions			
Current Project Assignments2			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Alternate Rado Drain Phase 1			
El Rancho Regional Detention Facility			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Emilio De Hoyos	
Years of experience as project manager		1	
Years of experience with this organization		2	
Number of similar projects as project manager		2	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Alternate Rado Drain Phase 1			
El Rancho Regional Detention Facility			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

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

Signed this 5 day of January, 2026.

Blue Dot Site & Utilities, LLC
Name of Bidder

Signature of Bidder

Managing Member
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Excavator	✓	
Backhoe Loader	✓	
Tractor Truck and Belly Dump	✓	

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

ITEM	MANUFACTURER OR SUPPLIER
Concrete Appurtances	Royal Concrete Products

Executed this: 5 Day of : January 20.26

By: Robert De Hoyos, Blue Dot Site & Utilities, LLC
BIDDER

Title: Managing Member

NOTARY PUBLIC

State of Texas
County of: Hidalgo

Valerie Mora
My Commission Expires
12/3/2027
Notary ID 132271334

Subscribed and sworn to before me this: 5th day of January 2026

NOTARY PUBLIC

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

Blue Dot Site & Utilities, LLC
306 Zee Dr.
San Juan, TX 78589

1/5/2026

To whom it may concern

The undersigned party certifies that Blue Dot Site & Utilities, LLC, complies with the following criteria:

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

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

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

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

Robert De Hoyos
Printed name

Signature

Managing Member
Position in bidding company

1/5/2026
Date

Bond Number:

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Principal and Surety are held and firmly bound unto

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

As Obligee in the penal sum of – **Five Percent (5%)** – of the total amount bid, the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for

2026-02
BRENNAALEEN CEDAR DETENTION POND PROJECT - PHASE III

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect. Provided, however, that if the Principal's bid would otherwise be declared non-responsive by the Obligee solely because the wording in this bond varies from that which is specified in the call for bids, then this document is hereby amended to include the wording so specified.

SIGNED, SEALED AND DATED THIS **5th** DAY OF **January** , 20**26** .

PRINCIPAL:
Blue Dot Site & Utilities, LLC

By: Robert De Hoyos

SURETY:
Lexon Insurance Company

By: Gary T. Eastman
Gary T. Eastman , Attorney in Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

14574

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Gary Eastman**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of January, 20 26

By: Daniel S. Lupe, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Bond Number:

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

As Obligee in the penal sum of – **Five Percent (5%)** – of the total amount bid, the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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SIGNED, SEALED AND DATED THIS **5th** DAY OF **January** , 20**26** .

PRINCIPAL:
Blue Dot Site & Utilities, LLC

By: Robert De Hoyos

SURETY:
Lexon Insurance Company

By: Gary T. Eastman
Gary T. Eastman , Attorney in Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

14574

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as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

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By:
Richard Appel; SVP & Senior Counsel

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By:
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By:
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BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

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By: Daniel S. Lupe, Secretary

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Hidalgo § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Robert De Hoyos, who
[Affiant]

being by me duly sworn on his oath stated that he is Managing Member, of
[Title]

Blue Dot Site & Utilities, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1/5/2026.
[Date]

Valerie Mora
My Commission Expires
12/3/2027
Notary ID 132271334

[Notary Seal]

Notary Public in and for the State of TEXAS

Valerie Mora
[Print or type Notary Public name]

My Commission Expires: 12/3/2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

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

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

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

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

Sole Proprietorship

Name: Blue Dot Site & Utilities, LLC
Mailing Address: 306 Zee Dr. San Juan, TX 78589

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Robert De Hoyos / Managing Member
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1/5/2026
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Blue Dot Site & Utilities, LLC

[Typed Name of Company:]

Robert De Hoyos / Managing Member

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/5/2026

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: TDQUDLC8SZF1/9EMV2

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:

1/5/2026

Company/Vendor Name:

Blue Dot Site & Utilities, LLC

Printed Name and Title:

Robert De Hoyos / Managing Member

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
1/5/2026

Company/Vendor Name:
Blue Dot Site & Utilities, LLC

Printed Name and Title:
Robert De Hoyos / Managing Member

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: Blue Dot Site & Utilities, LLC

Address and Zip Code: 306 Zee Dr. San Juan, TX 78589

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

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

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required ✓

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

Only form WH-347 required

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

Robert De Hoyos / Managing Member

(Name and Title of Signer – please type)

Signature

1/5/2026

Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Robert De Hoyos

Title of Contractor's Authorized Official: Managing Member

Date: 1/5/2026

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.

Robert De Hoyos	Managing Member
NAME	TITLE
	1/5/2026
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Robert De Hoyos, being the first duly sworn, deposes and says that:

1. He/she is Managing Member (Owner, partner, etc.) Blue Dot Site & Utilities, LLC (Company) the Bidder that has submitted the attached Bid;

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

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

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

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

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

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

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

Signature: _____ Date: 1/5/2026

Title: Managing Member

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant Blue Dot Site & Utilities, LLC

Project Number 2026-02

Contractor/Engineer City of Edinburg

Address, City, State, and Zip 415 W University Dr, Edinburg, TX 78539

Contact Person Mardoqueo Hinojosa Telephone No (956) 388-8211

Amount of Contract _____ MBE Percentage 100% WBE Percentage: _____

1. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip 306 Zee Dr, San Juan, TX 78589
   Contact Person Robert De Hoyos / Managing Member
   Amount of Subcontract _____ Tax ID Number 88-2075282
   Scope Of Work Drainage Improvements

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1/5/2026

Signature: _____

Company Name: Blue Dot Site & Utilities, LLC

Title: Managing Member

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Cedar Detention Pond Project - Phase III Date: 1/5/2026

Location: Edinburg Texas Project No.: 2026-02

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Robert De Hoyos, whose signature appears below, to supervise the payment of (my) (our) employees beginning February, 2026: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)	Blue Dot Site & Utilities, LLC (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	Managing Member (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Revised January 2019

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[GO UNDERGROUND LLC] RESPONSE DOCUMENT REPORT

BID No. 2026-02

Brennaaleen Cedar Detention Pond Project - Phase III

RESPONSE DEADLINE: January 6, 2026 at 3:00 pm

Report Generated: Thursday, January 15, 2026

GO UNDERGROUND LLC Response

CONTACT INFORMATION

Company:
GO UNDERGROUND LLC

Email:
goexcavate@yahoo.com

Contact:
Joe olivares

Address:
211 W Jefferson Ave
Ste 7
Harlingen, TX 78550

Phone:
N/A

Website:
GOUNDERGROUND.NET

Submission Date:
Jan 6, 2026 2:33 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 22, 2025 1:08 PM by Joe olivares

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Bid_Form_-_Pricing.pdf

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

Compliance_Packet.docx

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Auto_Insurance_State_Farm.pdf
Insured's_Copy_-_Acord.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_(1)_-_signed.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(1).pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_(1).pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_(1).pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_(1).pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_(1).pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ_Form_-_signed.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

B_-_Past_Performance_Evaluation_(1).pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

12-23-25_Exc_BB.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications_-_Sign.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience_&_Qualifications_(1).pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECTION_00430_(1).pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K - Performance Bond.pdf

K_-_Performance_Bond_(1).pdf

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

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

L_-_Payment_Bond_(1).pdf

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

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615_(1)_-_signed.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645_(1).pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644_(1).pdf

6. CDBG Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Please download the document below, complete, and upload.

- 1. SAM.UEI.Vendor Informati...

1._SAM.UEI.Vendor_Information_(1).pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 2. Conflict of Interest Dis...

2._Conflict_of_Interest_Disclosure_(1).pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 3. CDBG Affidavit.pdf

3._CDBG_Affidavit_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 4._EEO_Certification.pdf

4._EEO_Certification_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 5._Clean_Air_&_Water_Certif...

5._Clean_Air_&_Water_Certification_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 6._Non-Lobbying_Certificati...

6._Non-Lobbying_Certification_(1).pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 7._Non-Collusion_Affidavit_...

7._Non-Collusion_Affidavit_(1)_(1).pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Please download the document below, complete, and upload.

- 8._Minority-Owned,_Women-Ow...

8._Minority-Owned,_Women-Owned_Business_Information.pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 9._Build_America,_Buy_Ameri...

9._Build_America,_Buy_America_Certification_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATE FROM CONTRACTOR/SUBCONTRACT FORM AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 10._Contractor-Subcontracto...

10._Contractor-Subcontractor_Designation_to_Supervise_Payments_(DBLS).pdf

7. Information Only

PLEASE READ THE TITLE 29-LABOR REGULATIONS - INFORMATION ONLY
Please read - Information Only

- APPLICABLE_REGULATIONS_INFO...

No response submitted

PLEASE REVIEW THE ATTACHED WAGE DECISION TX2025-0003 DOCUMENT -INFORMATION ONLY
Please read - Information Only

- Applicable_Project_Wage_Dec...

No response submitted

PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS - INFORMATION ONLY
Please read - Information Only

- DBLS_INFORMATION_ONLY.pdf

No response submitted

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

No response submitted

PRICE TABLES

DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$85,000.00	$85,000.00
2	Traffic Control	1	LS	$25,000.00	$25,000.00
3	Manhole	3	EA	$4,280.00	$12,840.00
4	Inlet Type A	1	EA	$4,280.00	$4,280.00
5	Inlet Type CC	1	EA	$4,090.00	$4,090.00
6	Type A Inlet w/ Extension	5	EA	$3,810.00	$19,050.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$70.90	$54,876.60
8	18" R.C.P. Class III Rubber Gasket	383	LF	$110.74	$42,413.42

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	18" R.C.P. Safety End Treatment	1	EA	$1,750.00	$1,750.00
10	SW3P Plan & Implementation	1	LS	$12,000.00	$12,000.00
11	Removal of R.C.P.	29	LF	$12.00	$348.00
12	Trench Protection	343	LF	$12.00	$4,116.00
13	Stabilized Backfill	247	CY	$80.00	$19,760.00
14	Project Sign (4'x8')	1	LS	$600.00	$600.00
TOTAL					**$286,124.02**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$80.00	$36,800.00
2	Remove Curb & Gutter	102	LF	$12.00	$1,224.00
TOTAL					**$38,024.00**

6. Pricing Proposal

DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$85,000.00	$85,000.00
2	Traffic Control	1	LS	$25,000.00	$25,000.00
3	Manhole	3	EA	$4,280.00	$12,840.00
4	Inlet Type A	1	EA	$4,280.00	$4,280.00
5	Inlet Type CC	1	EA	$4,090.00	$4,090.00
6	Type A Inlet w/ Extension	5	EA	$3,810.00	$19,050.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$70.90	$54,876.00
8	18" R.C.P. Class III Rubber Gasket	383	LF	$110.74	$42,413.00
9	18" R.C.P. Safety End Treatment	1	EA	$1,750.00	$1,750.00
10	SW3P Plan & Implementation	1	LS	$12,000.00	$12,000.00
11	Removal of R.C.P.	29	LF	$12.00	$348.00
12	Trench Protection	343	LF	$12.00	$4,116.00
13	Stabilized Backfill	247	CY	$80.00	$19,760.00
14	Project Sign (4'x8')	1	LS	$600.00	$600.00
TOTAL					$286,123.00

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$80.00	$36,800.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Remove Curb & Gutter	102	LF	$12.00	$1,224.00
TOTAL					$38,024.00

Total $324,147.00

GO UNDERGROUND LLC

Statement of Qualifications and Compliance Packet
Date: 12/17/2025

Cover Sheet

Submitted To: City of Edinburg
Submitted By: GO Underground, LLC

GO UNDERGROUND LLC
211 W. Jefferson Ave Ste. 7
Harlingen Tx 78550
Phone: (956) 412-6100
Email: goexcavate@yahoo.com

Primary Contacts:

- Jose Olivares – Estimator / Superintendent / Traffic Control / Flagger Instructor
- Juan Olivares – Project Manager / Scheduler / Payroll Officer / Environmental Rep / Safety Coordinator
- Soledad Bravo – Office Manager / Accounts Payable / DBE Liaison Officer

Mission Statement

At **GO UNDERGROUND LLC**, our mission is to deliver safe, precise, and efficient underground utility and civil construction services that exceed expectations. As a DBE/SBE-certified company, we bring decades of experience, accountability, and community commitment to every project. We operate with integrity, lead with grit, and uphold the highest standards of workmanship.
We don't just build projects — we build trust, one trench at a time.

Company Information

- **Business Name:** GO UNDERGROUND LLC
- **Location:** Harlingen, Texas
- **Email:** goexcavate@yahoo.com
- **Phone:** (956) 412-6100

Key Personnel:

- Jose Olivares
- Juan Olivares
- Soledad Bravo

Representative Completed Projects – 2022 to 2024

1. **STP 1902(311) FM 1847** – $1,451,593.25 – TxDOT – *Completed*
2. **Dicker Road Improvements** – $4,167,900.72 – City of McAllen – *Completed (Retainage Pending)*
3. **Jefferson Drainage** – $278,891.98 – City of Harlingen – *Completed*
4. **Port of Harlingen Road & Truck Queuing** – $890,187.11 – Port of Harlingen – *Completed*
5. **Weslaco Water & Sewer Improvements** – $276,605.11 – Hidalgo Urban County – *Completed*
6. **Bayview Irrigation Canal Conversion** – $659,032.20 – Bayview Irrigation District – *Completed*
7. **2018 Bond Group A Drainage** – $469,293.74 – City of McAllen – *Completed*
8. **NH 2021 (193) SH 100** – $115,831.00 – TxDOT – *Completed*
9. **Bradwell Subdivision** – $210,000.00 – Private – *Completed*
10. **Daffodil Avenue Widening** – $5,535,400.32 – City of McAllen – *Completed*
11. **Hwy 281/FM 88 Drainage Improvements** – $1,475,360.00 – HCDD1 – *Completed*
12. **Dove Avenue Drainage Improvements** – $3,258,584.74 – City of McAllen – *Completed*
13. **Las Milpas Road Drainage, Bridge, and Traffic Singal Installation** – $3,694,806.64 – Hidalgo County Purchasing Dept. – Completed (Est. Sept 2022)
14. **City of La Feria Drainage Improvements GLO CDBD-DR 23-152-002-E069** – $1,069,931.00 – City of La Feria – In Progress (Est. Sept 2026)
15. **South Texas Floods Fund Sewer Improvements** – $732,192.98 – City of Donna - Completed (Est. Sept 2025)
16. **City of La Feria Drainage Improvements Project GLO CDBG-DR 24-067-023-E210** – $903,646.21 – City of La Feria – Completed
17. **City of San Juan Lift Station No. 6** – $3,387,183.20 – City of San Juan – In Progress (Est. Sept 2026)

18. **5TH and 7TH Storm Sewer Improvements** – $2,664,905.67 – City of Harlingen – In Progress (Est. Sept 2026)
19. **Parking Lot Expansion Rosebud Lott ISD Elem. School** - $300,000.00 – City of Lott – In Progress (Est. Feb 2026)

Major Equipment Inventory

- Excavators (John Deere, CAT, Volvo)
- Wheel Loaders, Backhoes, Compactors
- Gamaco GT3200 Curb Machines
- Cold Planers, Sweepers, Pavers
- Dump Trucks, Flatbeds, Trenchers, Forklifts

Company Personnel Breakdown

Field Personnel

- Foremen: 5
- Equipment Operators: 6
- Utility Laborers: 30
- Common Laborers: 5

Administrative & Management

- George Olivares – President/Authorized Representative
- Jose Olivares – Estimator/Superintendent/Traffic Control Instructor/Safety
- Juan Olivares – Project Manager/Scheduler/Environmental Rep/Payroll Officer/Safety Coordinator
- Orlando Amaro – Project Manager / Quality Control
- Soledad Bravo – Office Manager / DBE Liaison Officer / Accounts Payable
- Gabriela Alcala – Contract Specialist

Banking Reference

Bank Name: Greater State Bank
Branch Address: 118 N Salinas Blvd, Donna, TX 78537
Account Manager: Trae Desiga
Phone: (956) 420-4782

Compliance Declarations

- No failed completions or disbarments in past five years
- No known conflicts of interest
- Non-collusion affidavit certified
- HUD Section 3 compliant
- Adheres to EEO and Minority Business Enterprise goals

Appendices
Appendix A: Resume – Jose G. Olivares
Appendix B: Resume – Juan J. Olivares
Appendix C: Resume – George Olivares

Appendix A – Resume: Jose G. Olivares

Name: Jose G. Olivares
Title: Estimator / Superintendent / Traffic Control / Flagger Instructor
Phone: (956) 412-6100

Summary

Seasoned construction professional with **14+ years of hands-on experience** managing civil infrastructure projects, including water, sewer, and storm drainage. Demonstrates consistent accuracy in estimating, crew supervision, scheduling, and material procurement. Strong leadership in safety instruction and traffic control coordination on municipal, DOT, and utility jobs.

Core Competencies

- Cost Estimating & Quantity Takeoffs
- Field Supervision & Subcontractor Oversight
- OSHA Compliance & Safety Leadership
- Traffic Control Planning / Flagger Instruction
- Materials Procurement & Delivery Scheduling
- Coordination with Engineers & Municipal Inspectors

Professional Experience

GO UNDERGROUND LLC – *Harlingen, TX*
Estimator / Superintendent
2010–Present

- Prepares competitive bids for municipal, DOT, and private utility work
- Oversee daily field activities and manage multi-discipline crews
- Coordinates traffic control plans and instruct company-wide flagger training
- Serves as primary liaison with municipal inspectors and third-party testing labs
- Reviews plans, develops takeoffs, and ensures timely material delivery

Certifications

- OSHA 10 Hour – Construction
- OSHA 30 Hour – Construction

Appendix B – Resume: Juan J. Olivares

Name: Juan J. Olivares
Title: Project Manager / Scheduler / Payroll Officer / Environmental Representative / Safety Coordinator
Phone: (956) 412-6100

Summary

Results-driven construction professional with **14+ years of progressive experience** in civil infrastructure and underground utilities. I am known for field leadership, certified payroll compliance, TX DOT wage reporting, and production tracking. Proven success managing multi-million-dollar public works projects for municipalities and state agencies. Brings a foundation of discipline, accountability, and mission-first execution.

Core Competencies

- Project Management & Crew Oversight
- Construction Scheduling & Progress Monitoring
- Certified Payroll & Labor Compliance
- Production Report Tracking & Documentation
- Utility Installation (Water, Sewer, Drainage)
- Field Measurements & Non-Licensed Surveying (Benchmarks, Offsets, Elevations)
- Bid Preparation, Quantity Takeoffs, & Excel-Based Reporting
- OSHA & Environmental Safety Coordination
- Coordination with Engineers, Municipal Owners & Subcontractors

Professional Experience

GO UNDERGROUND LLC – *Harlingen, TX*
Project Manager / Scheduler / Payroll Officer / Environmental Representative / Safety Coordinator
2010–Present

- Leads field execution for TxDOT and city-led infrastructure projects
- Tracks daily production metrics and delivers internal/client progress reports
- Conducts field layout and as-builts (non-licensed surveying practices)

- Oversee certified payroll reporting and prevailing wage compliance
- Interfaces with engineers, subcontractors, and inspectors on job performance
- Prepares project bids, maintains construction schedules, and supports QA/QC

Sears Holdings Corporation – *McAllen, TX*
Loss Prevention Officer
2008–2010

- Conducted surveillance and internal investigations to reduce shrink
- Trained floor staff in customer service safety and loss prevention tactics
- Prepared incident reports and collaborated with law enforcement

Military Service

- **Branch:** United States Marine Corps
- **Service Period:** 2004–2008
- **Rank:** E-4 Corporal
- **Deployment:** Operation Enduring Freedom (OEF)
- **Responsibilities:**
- Led security and logistics teams in active-duty environments
- Managed sensitive equipment inventory and mission readiness
- Executed convoy operations, base defense, and situational reporting

Certifications

- OSHA 10 Hour – Construction
- OSHA 30 Hour – Construction

Appendix C – Resume: George Olivares

Name: George Olivares
Title: President / Owner / Authorized Representative
Phone: (956) 412-6100

Summary

Accomplished business owner with **over 20 years of experience** in heavy civil construction, utility installation, and company leadership. Founder of GO UNDERGROUND LLC, overseeing all aspects of strategic planning, bidding, contract negotiation, compliance, and financial management. Known for developing strong public and private partnerships and delivering successful infrastructure projects throughout South Texas.

Core Competencies

- Executive Oversight & Business Management
- TxDOT & Public Agency Compliance
- Contract Negotiation & Bonding Strategy
- Risk Management & Insurance Coordination
- Strategic Growth & Vendor Development
- DBE/SBE Program Participation & Liaison

Professional Experience

GO UNDERGROUND LLC – *Harlingen, TX*
President / Authorized Representative
2009–Present

- Founded and developed company operations for civil and utility work
- Manages all administrative, financial, and operational aspects of the business
- Leads corporate relations with engineers, clients, municipalities, and bonding agencies
- Oversee TxDOT bidding strategies, certifications, and prequalification requirements
- Ensures corporate compliance with DBE/SBE requirements and public procurement standards

Certifications / Designations

- Disadvantaged Business Enterprise (DBE) Certified – TxDOT Civil Rights Division
- Small Business Enterprise (SBE) Certified – State of Texas
- TxDOT Prequalified Contractor – $45.9M bidding capacity (as of 2023)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

TITO RESENDEZ, AGENT
STATE FARM INSURANCE
922 E HARRISON AVE
HARLINGEN, TX 78550

CONTACT NAME: Kassie Gonzales
PHONE (A/C, No, Ext): 956.423.8486 FAX (A/C, No): 956.423.8765
E-MAIL ADDRESS: kassie.gonzales.vaewl2@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Go Underground LLC
211 W Jefferson Ave Ste. 7
Harlingen, Tx 78550

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**			053 8558-C04-53	09/04/2025	09/04/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency Inc.
1400 N McColl Road Suite 105
McAllen TX 78501

License#: 2081754

CONTACT NAME: Mary Villarreal
PHONE (A/C, No, Ext): 956-668-3515 **FAX (A/C, No):** 956-668-3515
E-MAIL ADDRESS: mvillarreal@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ascot Specialty Insurance Company	45055
INSURER B : Westchester Surplus Lines Ins Co	10172
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Go Underground LLC
211 W Jefferson Avenue, Ste 7
Harlingen TX 78550

GOUNDER-02

COVERAGES **CERTIFICATE NUMBER:** 574017443 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	ESGL2410003763-02	8/7/2025	8/7/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			ESXS2410003764-02	8/7/2025	8/7/2026	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0001129846	4/11/2025	4/11/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liability			G48893132001	12/19/2024	12/19/2025	Ea Occur/Aggregate	$1000000/$2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Primary & Non-Contributory per Endt #CG 00 01 0413 as per written contract applicable on General Liability
Blanket Additional Insured – Scheduled Person or Organization per Endt #CG2010 0413 as per written contract applicable on General Liability
Blanket Additional Insured – Completed Operations per Endt #CG20357 0413 as per written contract applicable on General Liability
Primary and NonContributory - Other Insurance Condition Endt #CG 20 01 04 13
Blanket Waiver of Subrogation per Endt #CG2404 0509 as per written contract applicable on General Liability

Blanket Texas Waiver of Our Right To Recover from Others Endorsement WC 42 03 04 B as per written contracat applicable on Workers Compensation

CERTIFICATE HOLDER

INSURED
FOR INFORMATION PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/17/2025

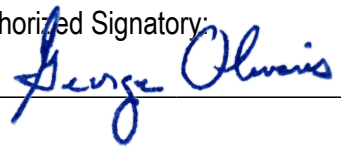
Company/Vendor Name:

GO Underground, LLC

Printed Name and Title:

George Olivares, President

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: GO Underground, LLC
(Full, correct legal name)

- Address: 211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550
- Telephone/Fax: (956) 412-6100, (956) 412-6101
- Email address: goexcavate@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No_X__

3. Is your Company authorized and/or licensed to do business in Texas? Yes_X__ No____

4. Where is the Company's corporate headquarters located? Harlingen, Texas

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No_X__

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_X__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Solidad Bravo
Address: 211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550
Telephone: (956) 412-6100
Fax: (956) 412-6101
Email: goexcavate@yahoo.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, George Olivares, the undersigned representative of

GO Underground, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

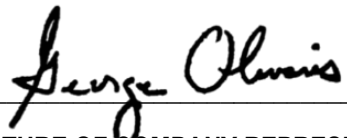
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

George Olivares, President

TYPE/PRINT NAME AND TITLE:

12/17/2025

DATE:

SENATE BILL 13 VERIFICATION

I, George Olivares, the undersigned representative of

GO Underground, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

George Olivares

SIGNATURE OF COMPANY REPRESENTATIVE:

George Olivares, President

TYPE/PRINT NAME AND TITLE:

12/17/2025

DATE:

SENATE BILL 19 VERIFICATION

I, George Olivares, the undersigned representative of

GO Underground, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

George Olivares

SIGNATURE OF COMPANY REPRESENTATIVE:

George Olivares, President

TYPE/PRINT NAME AND TITLE:

12/17/2025

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

GO Underground, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

George Olivares	George Olivares	12/17/2025
Name of signatory	Signature	Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

Reference For: GO Underground, LLC

Reference Company Name: GO Underground, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: George Olivares

Printed Name: George Olivares

Date: 12/17/2025

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: GO Underground, LLC Address *(principal place of business)*: 217 E. Monroe Avenue Harlingen, TX 78550	Name: United States Fire Insurance Company Address *(principal place of business)*: 305 Madison Avenue Morristown, NJ 07960
Owner	**Bid**
Name: City of Edinburg Address *(principal place of business)*: 415 W. University Dr. Edinburg, TX 78539	Project *(name and location)*: Brennaaleen Cedar Detention Pond Project Phase 11 (#4405) BID NO. 2026-02 Bid Due Date: December 23, 2025

Bond

Penal Sum: Five Percent of the Greatest Amount Bid ($ 5% G.A.B)

Date of Bond: December 23, 2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
GO Underground, LLC *(Full formal name of Bidder)*	United States Fire Insurance Company *(Full formal name of Surety) (corporate seal)*
By: George Olivares *(Signature)*	By: Yamilled Ramos *(Signature) (Attach Power of Attorney)*
Name: GEORGE OLIVARES *(Printed or typed)*	Name: Yamilled Ramos *(Printed or typed)*
Title: PRESIDENT	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: Agathe Baluti *(Signature)*
Name: _____ *(Printed or typed)*	Name: Agathe Baluti *(Printed or typed)*
Title:	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02485

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Russ Frenzel,
John A. Aboumrad, Yamillec Ramos, Cynthia Alford, Neira Hernandez, Kristi Dale, Katherine Vanikiotis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of July, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 22nd day of July, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 23rd day of December 2025

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

CRUM&FORSTER
A FAIRFAX COMPANY

TEXAS COMPLAINT NOTICE
AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@ tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	GO Underground, LLC		
Corporate Office			
Name:	George Olivares	Phone number:	(956) 412-6100
Title:	President	Email address:	goexcavate@yahoo.com
Business address of corporate office:	211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550		
Local Office			
Name:	Same as above	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. GO Underground, LLC		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	06/30/2008	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	George Olivares	Title:	Owner/President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ 122,000,000
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☑ Disadvantaged Business Enterprise	TX Dot	5/08/2025
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☑ Small Business Enterprise	TX Dot	6/27/2023
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Juan Olivares

Safety Certifications

Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	

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

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
GO Underground, LLC	1.24	4.59	87,065	1.34	3.53	56,649	1.36	3.53	56,649

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	United States Fire Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	305 Madison Avenue Morristown, NJ 07960

Physical Address (principal place of business):	Same as Above		
Phone (main):	(973) 490-6600	Phone (claims):	(817) 480-8558

ARTICLE 7—INSURANCE

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

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Ascot Specialty Insurance Company		Commercial General Liablity/Excess Liability	
Texas Mutual Insurance Company		Workers Comp & Employer's Liability	
State Farm Mutual Automobile Insurance Co.		Automobile Liability	
Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☑ Yes ☐ No
Mailing Address (principal place of business):	1400 N. McColl Road Suite 105, McAllen, Texas 78550		
	922 E. Harrison Ave., Harlingen, Texas 78550		
Physical Address (principal place of business):	same as above		
Phone (main):	(956) 423-8486/(956) 668-3515	Phone (claims):	same

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	40
Estimate of revenue for the current year:	10 million
Estimate of revenue for the previous year:	19 million

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

Years of experience with projects like the proposed project:				
As a general contractor:	20 yrs	As a joint venturer:	n/a	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

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

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: GO Underground, LLC
(typed or printed name of organization)

By: George Olivares
(individual's signature)

Name: George Olivares
(typed or printed)

Title: President
(typed or printed)

Date: 12/07/2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: n/a
(individual's signature)

Name:
(typed or printed)

Title:
(typed or printed)

Address for giving notices:
211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550

Designated Representative:

Name: George Olivares
(typed or printed)

Title: President
(typed or printed)

Address:
211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550

Phone: (956) 412-6100

Email: goexcavate@yahoo.com

Schedule A—Current Projects

Name of Organization	GO Underground, LLC				
Project Owner	City of San Juan		Project Name	Lift Station No. 6	
General Description of Project	Relocation of lift station				
Project Cost	$3,387,183.20		Date Project	5/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose Perez				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jose Perez		City of San Juan	956-688-8860	jperez@trimadstx.com
Designer					
Construction Manager					

Project Owner	City of La Feria		Project Name	Drainage Improvements GLO CDBG - DR 23-152-002-E069	
General Description of Project					
Project Cost	$903,646.21		Date Project	4/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose Tamayo				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jose Tamayo		City of La Feria	956-548-9333	jtmayo@ambiotec.com
Designer					
Construction Manager					

Project Owner	City of Harlingen		Project Name	5th and 7th Storm Sewer Improvements	
General Description of Project					
Project Cost	2.6 million		Date Project	6/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	City of Harlingen				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Hernandez		City of Harlingen	956-216-5223	rhernandez@harlingentx.gov
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	GO Underground, LLC				
Project Owner	City of San Juan		Project Name	Lift Station No. 13 Rehabilitation Project	
General Description of Project	Storm drain infrastructure upgrade				
Project Cost	$766,949.00		Date Project	7/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Marcus Cruz				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marcus Cruz		City of San Juan	956-854-4227	marcus@cruzhogan.net
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	Dicker Road Reconstruction Project	
General Description of Project	Drainage design, instalation sequencing, signal coordination, urban mobility planning in high-traffic corridor				
Project Cost	4.8 million		Date Project	January 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Humberto Garcia				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Humberto Garcia		City of McAllen	956-424-3414	beto@2gsllc.com
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	Daffodil Ave Roadway Widening Improvements	
General Description of Project					
Project Cost	5.6 milion		Date Project	9/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Juan De La Cruz				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Juan De la Cruz		City of McAllen	956-681-1151	jdelacruz@mcallen.net
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	GO Underground, LLC				
Project Owner	City of McAllen		Project Name	Dove Ave. Roadway & Drainage Improvements	
General Description of Project					
Project Cost	3.2 million		Date Project	9/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eduardo Mendoza				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Eduardo Mendoza		City of McAllen	956-681-1151	edmendoza@mcallen.net
Designer					
Construction Manager					

Project Owner	City of Harlingen		Project Name	Pickens & Davis Storm Sewer Improvements (System 23)	
General Description of Project					
Project Cost	2.2 million		Date Project	4/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Luis Vargas				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Luis Vargas		City of Harlingen	956-216-5223	lvargas@harlingentx.gov
Designer					
Construction Manager					

Project Owner	City of McAllen		Project Name	Jackson Hike and Bike Phase II	
General Description of Project	prioritize pedestrain infrastructure, with Jackson featuring a 10-foot wide ADA-compliant trail and Satrlite plannaing sidewalks on both sides of the roadway.				
Project Cost	2.8 million		Date Project	4/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jorge Gutierrez				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jorge Gutierrez		City of McAllen	956-681-1151	jorge.gutierrez@mcallen.net
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Joe Olivares	
Years of experience as project manager		10 years	
Years of experience with this organization		15 yrs	
Number of similar projects as project manager		7 years	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
US 281 & FM 88 Drainage Improvements		50%	04/2025
Las Milpas Road Drainage		50%	06/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Saul Munoz	Name	Saul Munoz
Title/Position	Director of Construction	Title/Position	Director of Construction
Organization	B2Z Engineering	Organization	B2Z Engineering
Telephone	956-650-9114	Telephone	956-650-9114
Email	saul@b2zeng.com	Email	saul@b2zeng.com
Project	Las Milpas Road Drainage	Project	US 281 & FM 88 Drainage Improvements
Candidate's role on project	Director of Construction	Candidate's role on project	Director of Construction

Project Superintendent			
Name of individual		Orlando Amaro	
Years of experience as project superintendent		5 years	
Years of experience with this organization		15 years	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Dicker Road Reconstruction Project		25%	01/2022
Daffodil Roadway Improvements		25%	09/2024
Dove Avenue Roadway Improvements		25%	09/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Saul Munoz	Name	Jorge Gutierrez
Title/Position	Director of Construction	Title/Position	City Engineer
Organization	B2Z Engineering	Organization	City of McAllen
Telephone	956-650-9114	Telephone	956-681-1151
Email	saul@b2zeng.com	Email	jorge.gutierrez@mcallen.net
Project	Dicker Road Reconstruction Project	Project	Dove and Daffodil Projects
Candidate's role on project	Director of Construction	Candidate's role on project	City Engineer

Safety Manager			
Name of individual		Jose Olivares	
Years of experience as project manager		See Project Manager Information	
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

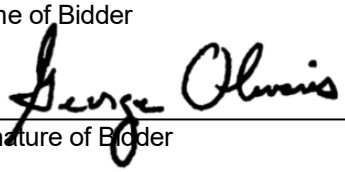
CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 17 day of December, 2025.

George Olivares
Name of Bidder


Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Excavators (John Deere, CAT, Volvo)	OWN	956-412-6100
Wheel Loaders, Backhoes, Compactors	OWN	"
Gamaco GT3200 Curb Machines	OWN	"
Cold Planers , Sweepers, Pavers	OWN	"
Dump Trucks, Flatbeds, Trenchers, Forklifts	OWN	"

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Concrete pipe	CAPA
Concrete manholes & inlets	L & R Prescast

BIDDER

Executed this: 02 Day of : JANUARY 20. 26

By: George Olivares
BIDDER

Title: PRESIDENT

NOTARY PUBLIC

State of Texas

County of:

Subscribed and sworn to before me this: JAN 2ND 2026

NOTARY PUBLIC

JUAN JORGE OLIVARES NOTARY PUBLIC STATE OF TEXAS ID. 130599397 EXP. 03-29-2028

END OF SECTION

CITY OF EDINBURG NON-BRIBERY FORM

GO underground LLC.

12/17/2025

GO Underground, LLC
211 W. Jefferson, Ste. 7
Harlingen, Texas 78550

Dear City of Edinburg,

The undersigned party certifies that GO Underground,LLC complies with the following criteria,

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

George Olivares
Printed name

Signature

President
Position in bidding company

12/17/2025
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared

George Olivares, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

GO Underground, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

George Olivares
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 01/06/2026.
[Date]

Notary Public in and for the State of TEXAS

JUAN OLIVARES
[Print or type Notary Public name]

[Notary Seal] My Commission Expires: 03-29-2028
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: GO Underground, LLC
State of Incorporation: Limited Liability Corporation
Mailing Address: 211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: n/a
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

George Olivares, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/17/2025
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

GO Underground, LLC
[Typed Name of Company:]

George Olivares, President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative] 12/17/2025 [Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: WFJFZRSPJK42

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: GO Underground, LLC

Printed Name and Title: George Olivares, President

Authorized Signatory: George Olivares

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit***.** No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

- ☑ I have no conflict of interest to disclose
- ☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/17/2025

Company/Vendor Name: GO Underground, LLC

Printed Name and Title: George Olivares, President

Authorized Signatory: George Olivares

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: GO Underground, LLC

Address and Zip Code: 211 W. Jefferson Ave., Ste. 7, Harlingen, Texas 78550

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No X (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 X (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes X 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.

George Olivares, President
(Name and Title of Signer – please type)

George Olivares
Signature

12/17/2025
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

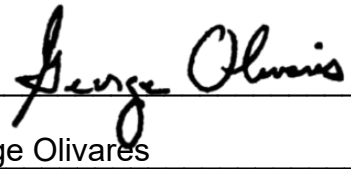
(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: George Olivares

Title of Contractor's Authorized Official: President

Date: 12/17/2025

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

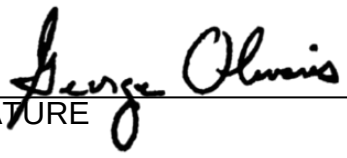
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

George Olivares	President
NAME	TITLE
	12/17/2025
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

George Olivares, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) GO Underground, LLC (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: George Olivares Date: 12/17/2025

Title: President

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant _____

Project Number _____

Contractor/Engineer _____

Address, City, State, and Zip _____

Contact Person _____ Telephone No _____

Amount of Contract _____ MBE Percentage _____ WBE Percentage: _____

1. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____
   _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____
   _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____
   _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____
   _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 12/17/2025

Signature: George Olivares

Company Name: GO Underground, LLC

Title: President

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Cedar Detention Pond Project Ph. III Date: 12/17/2025

Location: Cedar Drive Project No.: 2026-02

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

George Olivares, whose signature appears below, to supervise the payment

of (my) (our) employees beginning _____, 20____: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)	GO UNDERGROUND LLC (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	PRESIDENT (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[GOPE CONSTRUCTION LLC] RESPONSE DOCUMENT REPORT

BID No. 2026-02

Brennaaleen Cedar Detention Pond Project - Phase III

RESPONSE DEADLINE: January 6, 2026 at 3:00 pm

Report Generated: Thursday, January 15, 2026

GOPE Construction LLC Response

CONTACT INFORMATION

Company:
GOPE Construction LLC

Email:
estimating@gopeconstruction.com

Contact:
Juan Gonzalez

Address:
813 N Main St STE 512
McAllen, TX 78501

Phone:
N/A

Website:
N/A

Submission Date:
Jan 6, 2026 2:57 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 5, 2026 11:59 PM by Juan Gonzalez

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Untitled_(5).xlsx

2. If you have any proprietary documents, please attach the redacted document here.
Untitled_(5).xlsx

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

Updated_Acord.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Scan01052026225341.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Scan01052026230235.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Scan01052026230434.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

Scan01052026230740.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Scan01052026230923.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Scan01052026231100.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page atHttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Scan01052026231249.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

Past_preformance.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

Scan01052026231852.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

5.3.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Scan01052026232205.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

5.5.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Scan01052026232512.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K - Performance Bond.pdf

Scan01052026234045.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

Scan01052026233252.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

5.11.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Scan01052026234226.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Scan01052026234341.pdf

6. CDBG Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Pass

Please download the document below, complete, and upload.

- 1. SAM.UEI.Vendor Informati...

Scan01052026234504.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 2. Conflict of Interest Dis...

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PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 3. CDBG Affidavit.pdf

Scan01052026234714.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 4. EEO Certification.pdf

Scan01052026234827.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 5. Clean Air & Water Certif...

Scan01052026234927.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 6. Non-Lobbying Certificati...

Scan01052026235021.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

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PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Pass

Please download the document below, complete, and upload.

- 8. Minority-Owned, Women-Ow...

Scan01052026235259.pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 9. Build America, Buy Ameri...

Scan01052026235403.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATE FROM CONTRACTOR/SUBCONTRACT FORM AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 10. Contractor-Subcontracto...

Scan01052026235557.pdf

7. Information Only

PLEASE READ THE TITLE 29-LABOR REGULATIONS - INFORMATION ONLY
Please read - Information Only

- APPLICABLE_REGULATIONS_INFO...

No response submitted

PLEASE REVIEW THE ATTACHED WAGE DECISION TX2025-0003 DOCUMENT -INFORMATION ONLY
Please read - Information Only

- Applicable_Project_Wage_Dec...

No response submitted

PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS - INFORMATION ONLY
Please read - Information Only

- DBLS_INFORMATION_ONLY.pdf

No response submitted

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

No response submitted

PRICE TABLES

DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$12,000.00	$12,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Traffic Control	1	LS	$8,000.00	$8,000.00
3	Manhole	3	EA	$5,500.00	$16,500.00
4	Inlet Type A	1	EA	$5,500.00	$5,500.00
5	Inlet Type CC	1	EA	$5,500.00	$5,500.00
6	Type A Inlet w/ Extension	5	EA	$5,500.00	$27,500.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$80.00	$61,920.00
8	18" R.C.P. Class III Rubber Gasket	383	LF	$70.00	$26,810.00
9	18" R.C.P. Safety End Treatment	1	EA	$1,000.00	$1,000.00
10	SW3P Plan & Implementation	1	LS	$16,000.00	$16,000.00
11	Removal of R.C.P.	29	LF	$50.00	$1,450.00
12	Trench Protection	343	LF	$10.00	$3,430.00
13	Stabilized Backfill	247	CY	$50.00	$12,350.00
14	Project Sign (4'x8')	1	LS	$1,000.00	$1,000.00
TOTAL					$198,960.00

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$60.00	$27,600.00
2	Remove Curb & Gutter	102	LF	$20.00	$2,040.00
TOTAL					**$29,640.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carlos Longoria
CareBan Insurance 600 N Main St Suite 2 Donna, TX 78537	PHONE (A/C, No, Ext): 956-377-5267 FAX (A/C, No): E-MAIL ADDRESS: careban.ins@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Concert Specilty Insurance Company	
INSURER B: Geico	
INSURER C: Texas Mutual Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gope Construction LLC
813 N Main St Ste 512
McAllen, TX 78501

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
		Y	Y	CSTMGL000289700	10/03/2025	10/03/2026	PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y	Y	930221002	10/07/2025	10/07/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE ☐ OTH-ER	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A	Y	0002135324	10/07/2025	10/07/2026	E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County/Urban County
1916 Tesoro St
Pharr, TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1-5-26

Company/Vendor Name: GOPE Construction, LLC

Printed Name and Title: Julio Perez / Member

Authorized Signatory: _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: GOPE Construction, LLC
(Full, correct legal name)

- Address: 813 N. Main St, Suite 512
  McAllen, Tx 78501
- Telephone/Fax: (956) 570-8688
- Email address: estimating@gopeconstruction.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No____

4. Where is the Company's corporate headquarters located? McAllen, Tx

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No X

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

   c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No X

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

   Name: Juan Gonzalez
   Address: 813 N. Main St, Suite 512, McAllen Tx 78501
   Telephone: (956) 570-8688
   Fax: _____
   Email: estimating@gopeconstruction.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (X)
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Julio Perez, the undersigned representative of GOPE Construction, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Julio Perez / Member

TYPE/PRINT NAME AND TITLE:

1-5-26

DATE:

SENATE BILL 13 VERIFICATION

I, Julio Perez, the undersigned representative of GOPE Construction, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Julio Perez / Member

TYPE/PRINT NAME AND TITLE:

1-5-26

DATE:

SENATE BILL 19 VERIFICATION

I, Julio Perez, the undersigned representative of

CORE Construction, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Julio Perez / Member

TYPE/PRINT NAME AND TITLE:

1-5-26

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Golf Construction, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Lorena Fuentes

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Julio Perez		1-5-26
Name of signatory	Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Gope Construction

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes X No___
3. Provided completed warranty documents and performed warranty items timely: Yes X No____
4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory ____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: _____

Printed Name: Ricardo Guzman

Date: 1/5/2026

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder GOPE Construction, LLC Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]** 813 N. Main St. Ste 512 Mcallen, Tx 78501	**Surety** Lexington National Insurance Corporation Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 1790 Hughes Landing Boulevard Suite 400, office 455 The Woodlands, Tx 77380
Owner City of Edinburg Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Bid** Brennaaken Cedar Detention Pond & Project - phase III Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: 1-6-25 **[Enter date bid is due]**

Bond

Penal Sum: **[Amount]**

Date of Bond: **[Date]**

Acknowledge / Cashiers check

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
(Full formal name of Bidder)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Julio Perez *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Member	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	GOPE Construction, LLC		
Corporate Office			
Name:	Juan Gonzalez	Phone number:	(956) 570-8688
Title:	CEO	Email address:	estimating@gope Construction.com
Business address of corporate office:	813 N. Main St. Ste 512 McAllen, Tx 78501		
Local Office	Same As Above		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	Nov 2024	State in which Business was formed:	Tx
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Luis Perez	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ 500,000
Name:	Juan Gonzalez	Title:	CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ 500,000
Name:	Julio Perez	Title:	Member
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ 500,000
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise	N/A	
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications	COPE Construction, LLC	
Certification Name	Issuing Agency	Expiration
Osha 30		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

N/A New Company in business 2025

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☒ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Lexington National Insurance Corporation
Surety is a corporation organized and existing under the laws of the state of:	Tx
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No	
Mailing Address (principal place of business):	1790 Hughes Landing Boulevard Suite 400, office 455 The Woodlands, Tx 77380

Physical Address (principal place of business):	11426 York Road 2nd floor Cockeysville, Maryland 21030		
Phone (main):	410-625-0400	Phone (claims):	410-625-0800

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Texas Mutual Insurance Company	Worker Compensation
GEICO	Auto Insurance

Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No

Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	3
Estimate of revenue for the current year:	+ $100,000
Estimate of revenue for the previous year:	$100,00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	10			
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: GOPE Construction, LLC
(typed or printed name of organization)

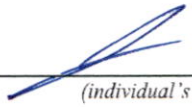
By: _____
(individual's signature)

Name: Juli Perez
(typed or printed)

Title: Julio Perez / Member
(typed or printed)

Date: 1-5-26
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Julio Perez
(typed or printed)

Title:
(typed or printed)

Address for giving notices:
813 N. Main St, Ste 512
McAllen, Tx 78501

Designated Representative:

Name: Juan Gonzalez
(typed or printed)

Title: CEO
(typed or printed)

Address:
813 N. Main St. Ste 512
McAllen, Tx 78501

Phone: (956) 570-8688

Email: estimating@gpzconstruction.com

Schedule A—Current Projects

Name of Organization	Hidalgo County			
Project Owner	Hidalgo County	Project Name	2024 Alamo Water/Sewer Improvements	
General Description of Project	Water/Sewer Improvements			
Project Cost	$104,000	Date Project	11-20-25 – 12-23-25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Juan Gonzalez	Julio Perez		

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Elosia Peña	VCP Coordinator II	Hidalgo County	(956) 787-8127	elosia.pena@co.hidalgo.tx.us
Designer					
Construction Manager	Ronnie Cruz	P.E. CFM	Cruz-Hogan		ronnie@cruzhogan.net

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Juan Gonzalez	
Years of experience as project manager		7	
Years of experience with this organization		1	
Number of similar projects as project manager		6	
Number of similar projects in other positions		10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Richard Guzman	Name	
Title/Position	PM	Title/Position	
Organization		Organization	
Telephone	(956) 229-1419	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Julio Perez	
Years of experience as project superintendent		1	
Years of experience with this organization		1	
Number of similar projects as project superintendent		2	
Number of similar projects in other positions		2	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Richard Guzman	Name	
Title/Position	PM	Title/Position	
Organization		Organization	
Telephone	(956) 229-1419	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 5 day of January, 2026.

GOPE Construction, LLC / Julio Perez
Name of Bidder

Signature of Bidder

Member
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Excavator	100	
Backhoe	100	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER

Executed this: 12th Day of: January 20.26

By: Julio Perez / GOPE Construction
BIDDER

Title: Member

NOTARY PUBLIC

State of Texas
County of: Hidalgo

NOTARY PUBLIC
Carlos Longoria
Exp. 6/26/2029
ID No.126497441
STATE OF TEXAS

Subscribed and sworn to before me this:

Carlos Longoria /
NOTARY PUBLIC

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

GOPE Construction, LLC
813 N. Main St. Ste 512
Mcallen, Tx 78501

[ ]

1/5/2026

Dear [City of Edinburg]:

The undersigned party certifies that [*Name of bidding company*] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Julio Perez
Printed name

Signature

Member
Position in bidding company

1-5-26
Date

PERFORMANCE BOND

Contractor GOPE Construction LLC Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]** 813 N. Main Ste Ste 512 McAllen, Tx 7859	**Surety** Lexington National Insurance Corporation Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 1750 Hughes Landing Blvd Suite 400, office 455 The Woodlands Tx 77380
Owner City of Edinburg Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Brennaelen Cedar Detention Pond 2 project - phase III Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: 1-6-25 **[Date from Contract]**

Bond

Bond **[Amount]** Acknowledge / cashier check

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor GOPE Construction, LLC Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]** 813 N. Main St. Ste 512 McAllen, Tx 78501	**Surety** Lexington National Insurance Corporation Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 1790 Hughes Landing Blvd. suite 400, office 455 The Woodlands, Tx 77380
Owner City of Edinburg Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Brennaeleen Cedar Detation Pond project phase III Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond **[Amount]** Acknowledge / Cashiers check

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Julio Perez *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Member	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Hidalgo § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Julio Perez, who
[Affiant]

being by me duly sworn on his oath stated that he is member, of
[Title]

GOPE Construction
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1/6/2026.
[Date]

NOTARY PUBLIC STATE OF TEXAS Carlos Longoria Exp. 6/26/2029 ID No. 126497441
[Notary Seal]

Carlos Longoria
Notary Public in and for the State of TEXAS

Carlos Longoria
[Print or type Notary Public name]

My Commission Expires: 6/26/2029
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: Gope Contracting LLC
State of Incorporation: Texas
Mailing Address: 813 N. Main St. Ste 512 Mercedes Tx 78570

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Julio Perez / Member
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1-5-26
[Typed Date]

END OF DOCUMENT

THE CITY OF Edinburg

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for GOPE Construction LLC (file number 805780732), a Domestic Limited Liability Company (LLC), was filed in this office on November 11, 2024.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on September 17, 2025.

Jane Nelson
Secretary of State

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

GOPE Construction, LLC
[Typed Name of Company:]

Julio Perez
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1-5-26
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   X Yes ____No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: JCSEKTVKLUH4

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1-5-26

Company/Vendor Name: GOPE Construction, LLC

Printed Name and Title: Julio Perez / Member

Authorized Signatory: _____

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

- [X] I have no conflict of interest to disclose
- [ ] I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1-5-26

Company/Vendor Name: GOPE Construction, LLC

Printed Name and Title: Julio Perez / Member

Authorized Signatory: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: GOPE Construction, LLC

Address and Zip Code: 813 N. Main St, Ste 512
McAllen, TX 78501

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No X (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 X (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required X

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.

Julio Perez / Member
(Name and Title of Signer – please type)

Signature

1-5-26
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Julio Perez

Title of Contractor's Authorized Official: Manager

Date: 1-5-26

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.

Julio Perez
NAME

Member
TITLE

SIGNATURE

1-5-26
DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

_____, being the first duly sworn, deposes and says that:

1. He/she is Julio Perez (Owner, partner, etc.) GOPE Construction, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 1-5-26

Title: Member

N/A

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1-5-26

Signature: _____

Company Name: GOPE Contruction, LLC

Title: Member

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaeken Cedar Detention Pond Project - Phase III Date: 1-5-26

Location: Edinburg, Texas Project No.: 2026-02

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Julio Perez, whose signature appears below, to supervise the payment

of (my) (our) employees beginning January, 2026: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)	GOPE Construction (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	Member (Title)
(Signature)	CEO (Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[THE 5125 COMPANY] RESPONSE DOCUMENT REPORT

BID No. 2026-02

Brennaaleen Cedar Detention Pond Project - Phase III

RESPONSE DEADLINE: January 6, 2026 at 3:00 pm

Report Generated: Thursday, January 15, 2026

THE 5125 COMPANY Response

CONTACT INFORMATION

Company:
THE 5125 COMPANY

Email:
pe5125@aol.com

Contact:
Pat Espericueta

Address:
3914 Rio Grande Care Rd
EDINBURG, TX 78541

Phone:
N/A

Website:
https://www.facebook.com/people/The-5125-Company/100066751805193/#

Submission Date:
Jan 6, 2026 10:44 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 22, 2025 2:09 PM by Pat Espericueta

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

PROPOSAL_EDINBURG_BRENNAALEEN_DRAINAGE.pdf

2. If you have any proprietary documents, please attach the redacted document here.

2025-2026_HUB_CERTIFICATION.pdf
COMPANY_INTRODUCTION.pdf
FIRE_SPRINKLER_5125.pdf
FIRE_SPRINKLER_PAT_ESPERICUETA.pdf
Ossf_I.pdf
sam_2025-2026.pdf
Southwest_Minority_Supplier.pdf
TCEQ_WATER_OPERATOR_PAT_ESPERICUETA.pdf
WBENC_CERTIFICATION_25-26.pdf
WOSB_25-26.pdf
Approval_Letter_the_5125_co_6315_(1).pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

CERTIFICATE_OF_INSURANCE..pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_DISCLOSURE.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

COMPANY_PROVIDING_PROPOSAL_GENERAL_QUESTIONNAIRE....pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ...pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

PAST_PERFORMANCES.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

bid_bond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

RESUMES.pdf
SCHEDULE_B_WORK_HISTORY.pdf
SCHEDULE_A_WORK_IN_PROGRESS.pdf
STATEMENT_OF_BIDDERS_QUALIFICATIONS.pdf

MINUTES_OF_A_SPECIAL_MEETING.jpeg.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

certificate_of_bidders_experience_and_qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

EQUIPMENT_&_MATERIAL_SUPPLIERS_LIST.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

NON-BRIBERY_MODEL_FORM.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K - Performance Bond.pdf

K_-_Performance_Bond_(4).pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

L_-_Payment_Bond_(2).pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

AFFIDAVIT_OF_INSURANCE.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

FORM_OF_BUSINESS.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

CERTIFICATION_REGARDING_DEBAPMENT,_SUSPENSION_AND_OTHER_RESPONSIBILITY_MATTERS.pdf

6. CDBG Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Pass

Please download the document below, complete, and upload.

- 1. SAM.UEI.Vendor Informati...

sam_2025-2026.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 2. Conflict of Interest Dis...

CONFLICT_OF_INTEREST_DISCLOSURE_2.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 3. CDBG Affidavit.pdf

COMMUNITY_DEVELOPMENT_BLOCK_GRANT_PROGRAM_AFFIDAVIT_REGARDING_CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 4. EEO Certification.pdf

CERTIFICATION_OF_BIDDER_REGARDING_EQUAL_EMPLOYMENT_OPPORTUNITY.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 5. Clean Air & Water Certif...

CLEAN_AIR_AND_WATER_CERTIFICATION.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 6. Non-Lobbying Certificati...

CERTIFICATION_ON_NON-LOBBYING_ACTIVITIES.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

non-collusion_affidavit_respondents.pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Pass

Please download the document below, complete, and upload.

- 8. Minority-Owned, Women-Ow...

MINORITY_AND_WOMENS_BUSINESS_ENTERPRISES.pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 9. Build America, Buy Ameri...

BUY_AMERICA_REQUIREMENTS.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATE FROM CONTRACTOR/SUBCONTRACT FORM AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 10. Contractor-Subcontracto...

CERTIFICATE_FROM_CONTRACTOR_SUBCONTRACTOR_DESIGNATING_OFFICER_OR_EMPLOYEE.pdf

7. Information Only

PLEASE READ THE TITLE 29-LABOR REGULATIONS - INFORMATION ONLY
Pass

Please read - Information Only

- APPLICABLE REGULATIONS INFO...

APPLICABLE_REGULATIONS_INFORMATION_ONLY_(6).pdf

PLEASE REVIEW THE ATTACHED WAGE DECISION TX2025-0003 DOCUMENT -INFORMATION ONLY
Pass

Please read - Information Only

- Applicable Project Wage Dec...

Applicable_Project_Wage_Decision_TX20250003_Modified_09.19.2025.pdf

PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS - INFORMATION ONLY
Pass

Please read - Information Only

- DBLS_INFORMATION_ONLY.pdf

DBLS_INFORMATION_ONLY_(1).pdf

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Pass

Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

SECTION_3_INFORMATION_ONLY_(1).pdf

PRICE TABLES

DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$12,000.00	$12,000.00
2	Traffic Control	1	LS	$6,000.00	$6,000.00
3	Manhole	3	EA	$4,000.00	$12,000.00
4	Inlet Type A	1	EA	$3,500.00	$3,500.00
5	Inlet Type CC	1	EA	$3,000.00	$3,000.00
6	Type A Inlet w/ Extension	5	EA	$4,500.00	$22,500.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$95.00	$73,530.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	18" R.C.P. Class III Rubber Gasket	383	LF	$90.00	$34,470.00
9	18" R.C.P. Safety End Treatment	1	EA	$3,681.00	$3,681.00
10	SW3P Plan & Implementation	1	LS	$4,000.00	$4,000.00
11	Removal of R.C.P.	29	LF	$1.00	$29.00
12	Trench Protection	343	LF	$1.00	$343.00
13	Stabilized Backfill	247	CY	$100.00	$24,700.00
14	Project Sign (4'x8')	1	LS	$500.00	$500.00
TOTAL					**$200,253.00**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$120.00	$55,200.00
2	Remove Curb & Gutter	102	LF	$1.00	$102.00
TOTAL					**$55,302.00**

Drainage

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$12,000.00	$12,000.00
2	Traffic Control	1	LS	$6,000.00	$6,000.00
3	Manhole	3	EA	$4,000.00	$12,000.00
4	Inlet Type A	1	EA	$3,500.00	$3,500.00
5	Inlet Type CC	1	EA	$3,000.00	$3,000.00
6	Type A Inlet w/ Extension	5	EA	$4,500.00	$22,500.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$95.00	$73,530.00
8	18" R.C.P. Class III Rubber Gasket	383	LF	$90.00	$34,470.00
9	18" R.C.P. Safety End Treatment	1	EA	$3,681.00	$3,681.00
10	SW3P Plan & Implementation	1	LS	$4,000.00	$4,000.00
11	Removal of R.C.P.	29	LF	$1.00	$29.00
12	Trench Protection	343	LF	$1.00	$343.00
13	Stabilized Backfill	247	CY	$100.00	$24,700.00
14	Project Sign (4'x8')	1	LS	$500.00	$500.00
	Total				**$200,253.00**

Roadway

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$120.00	$55,200.00
2	Remove Curb & Gutter	102	LF	$1.00	$102.00
	Total				**$55,302.00**

$255,555.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Enedelia Garcia	
Relation Insurance Services 5801 N 10th St Suite 600 McAllen TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS: Nellie.Garcia@relationinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
The 5125 Company 3914 Rio Grande Care Road Edinburg TX 78541	INSURER A : Dellwood Specialty Insurance Company	17332
	INSURER B : Texas Mutual Insurance Company	*22945
	INSURER C : Hanover Specialty Insurance Brokers	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master ALOB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductilbe: BI/PD $10,000 per occr GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			DCP00000164-00	11/01/2025	11/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			DCX00000377-00	11/01/2025	11/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001142644	03/17/2025	03/17/2026	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Inland Marine- Leased/ Rented Equip			RHD M 196497 00	11/01/2025	11/01/2026	Limit Deductible	$300,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability – Blanket Additional Insured - Owners, Lessees or Contractors - scheduled person or organizatin per Form CG 20 10 04 13 and Blanket Additional Insured - Owners, Lessees or Contractors - completed operation per Form CG 20 37 04 13. Blanket Primary and Non-Contributory included per Form CG 20 01 12 19. Blanket Waiver of Subrogation included per Forms GC24 04 12 19 all per written contract.

Workers Compensation Blanket Waiver of Subrogation included per Form WC 42 03 04 B per written contract and 30 Day Notice of cancellation per Form WC42 06 01.

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr. Edinburg
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard A. Bonny

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
01/06/26

Company/Vendor Name:
The 5125 Company

Printed Name and Title:
Pat Espericueta, President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: The 5125 Company
(Full, correct legal name)

- Address: 3914 Rio Grande Care Rd Edinburg, TX 78541
- Telephone/Fax: (956)583-5125
- Email address: pe5125@aol.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes✓ No____

4. Where is the Company's corporate headquarters located? Edinburg, Texas

5. a. Does the Company have an office located in Edinburg, Texas? Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 6 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 35

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Pat Espericueta
Address: 3914 Rio Grande Care Road Edinburg,TX 78541
Telephone: (956)583-5125
Fax: N/A
Email: pe5125@aol.cm

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO 1

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO 2

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO 3

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Pat Espericueta, the undersigned representative of

The 5125 Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Pat Espericueta

SIGNATURE OF COMPANY REPRESENTATIVE:

Pat Espericueta, President

TYPE/PRINT NAME AND TITLE:

01/06/26

DATE:

SENATE BILL 13 VERIFICATION

I, Pat Espericueta, the undersigned representative of

The 5125 Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Pat Espericueta, President

TYPE/PRINT NAME AND TITLE:

01/06/26

DATE:

SENATE BILL 19 VERIFICATION

I, Pat Espericueta, the undersigned representative of

The 5125 Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Pat Espericueta, President

TYPE/PRINT NAME AND TITLE:

01/06/26

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

The 5125 Company

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Pat Espericueta	Pat Espericueta	01/06/26
Name of signatory	Signature	Date

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: The 5125 Company

Reference Company Name: Villa Homes

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory ____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No___

Signature: Eugenio Villanueva

Printed Name: Eugenio Villanueva

Date: 12-23-25

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: **The 5125 Company**

Reference Company Name: **Nuffy's MBE**

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

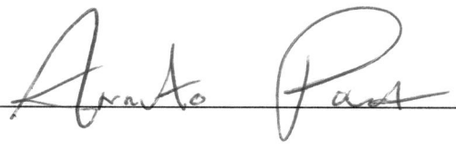
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: 

Printed Name: **Arnulfo Puentes jr**

Date: **01-06-26**

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: The 5125 Company

Reference Company Name: Milk and Honey Properties

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory ____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No___

Signature: Matthew Pierson

Printed Name: Matthew Pierson

Date: 12-23-25

SOUTHERN AMERICAN INSURANCE AGENCY
13823 Schmidt Road
Cypress, Texas 77429
(281) 890-9294 (281) 890-2229 FAX

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **The 5125 Company** as Principal, hereinafter called the Principal, and **Hartford Fire Insurance Company** a corporation duly organized under the laws of the State of **Wisconsin** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Edinburg

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars (**$ 5 % of G.A.B.**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

City of Edinburg Brennaaleen Cedar Detention Pond Project Phase III

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal s hall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **23th** day of **December, 2025.**

Yuda Montoya
(Witness)

The 5125 Company
(Principal) (Seal)
Yad Esperanza
(Title)

Melva P. Salinas
Melva P. Salinas (Witness)

Hartford Fire Insurance Company
(Surety) (Seal)
Kenneth L. Meyer
Kenneth L. Meyer (Title) Attorney-In-Fact

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	**The 5125 Company**		
Corporate Office **3914 Rio Grande Care Road Edinburg, TX 78541**			
Name:	**Pat Espericueta**	Phone number:	**(956) 583-5125**
Title:	**President**	Email address:	**pe5125@aol.com**
Business address of corporate office:	**3914 Rio Grande Care Road** **Edinburg, TX 78541**		
Local Office **same as corporate**			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	07-28-1988	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	**Pat Espericueta**	Title:	**President**
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	**Please find attached**		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☑ Minority Business Enterprise	National Minority Supplier Development Council	03-01-2026
☑ Woman-Owned Business Enterprise	Womens Business Enterprise National Council	03-31-26
☑ Small Business Enterprise	Women's Business Enterprise National Council	03-31-26
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☑ HUBZone Business (Historically Underutilized) Business	WBEA & CPA	03-31-2026
☑ Other SAMS		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Pat Espericueta	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
The 5125 Company	.97	0	60,027.90	.87	1	62,100.50	.94	1	58,421.00

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Southern American Insurance Agency
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	13823 Schmidt Rd
	Cypress, TX 77429

Physical Address (principal place of business):	13823 Schmidt Rd Cypress, TX 77429		
Phone (main):	(281)890-9294	Phone (claims):	

ARTICLE 7– INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Southern American Insurance Agency	Commercial general Liability
Southern American Insurance Agency	Automobile Liability
Southern American Insurance Agency	Umbrella Liability
Southern American Insurance Agency	Workers Compensation & Employers Liability
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No

Mailing Address (principal place of business):			
Physical Address (principal place of business):	13823 Schmidt Rd Cypress, TX 77429		
Phone (main):	(281)890-9294	Phone (claims):	

ARTICLE 8– CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	35
Estimate of revenue for the current year:	$ 3,000,000.00
Estimate of revenue for the previous year:	$ 5,000,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 37				
As a general contractor:	37	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: **The 5125 Company**
(typed or printed name of organization)

By: _____
(individual's signature)

Name: **Pat Espericueta**
(typed or printed)

Title: President
(typed or printed)

Date: 12-23-25
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Yadira Montoya
(individual's signature)

Name: Yadira Montoya
(typed or printed)

Title: Office Assistant
(typed or printed)

Address for giving notices:
3914 Rio Grande Care Road Edinburg, TX 78541

Designated Representative:

Name: Pat Espericueta
(typed or printed)

Title: President
(typed or printed)

Address:
3914 Rio Grande Care Road Edinburg, TX 78541

Phone: (956) 583-5125
Email: pe5125@aol.com

Schedule A– Current Projects

Name of Organization	The 5125 Company				
Project Owner	G.M Real Estates Co.		Project Name	Valle Alto Commercial Plaza Phase 6 Subdivision	
General Description of Project	Installation of Water, Sanitary Sewer, and Drainage Imp.				
Project Cost	$ 595,555.00		Date Project	December 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Anthony Gray	Owner	G.M Real Estates Co.	956-778-8936	tonygray.stonehaven@gmail.com
Designer	Jonathan Hernandez	Civil Engineer	Mejia & Rose	(956) 544-3022	jhernandez@cngmail.com
Construction Manager	Pat Espericueta				

Project Owner	City of Penitas		Project Name	Tom Gill Flood Mitigation Imp.	
General Description of Project	Drainage Improvements				
Project Cost	$ 1,283,333.00		Date Project	December 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Penitas			(956) 581-3345	
Designer	Jose E. Saenz	PE	CSJ Group	(956) 239-2984	eddiesaenz95@gmail.com
Construction Manager	Pat Espericueta				

Project Owner	City of Raymondville		Project Name	Expressway Lateral Phase I	
General Description of Project	Drainage Imp.				
Project Cost	$ 522,222.00		Date Project	March 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			City of Raymondville	(956) 689-2443	
Designer	Albert J Aldana II	Graduate Engineer	Guzman & Munoz	(956) 565-4637	aaldana@gmes.biz
Construction Manager	Pat Espericueta				

Schedule B– Previous Experience with Similar Projects

Name of Organization					
Project Owner	**Verturo Construction**		Project Name	**University Villages on 10th St**	
General Description of Project	**Installation of water, sanitary sewer, drainage and street imp.**				
Project Cost	**$666,666.00**		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	**Eder Espinoza**	**Joe Perales**	**Pat Espericueta**	**Karen Rodriguez**	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Joey Holand	President / Broker	Verturo Interests, LLC	956-213-8244	jwholand@verturo.com
Designer	Gerardo Sanchez		Rio Delta Enginnering	(956) 381-5150	gsanchez@riodeltaengineering.com
Construction Manager	Pat Espericueta				

Project Owner	Hidalgo County Drainage District No. 1		Project Name	4 1/2 Mile and Doffing Rd Drainage Improvements	
General Description of Project	Drainage Imp.				
Project Cost	$666,004.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	HCDD #1			(956) 292-7080	
Designer	BERNARDO (LALO) CHAPA	Engineer	CSJ Group	956.451.4729	bchapa79@yahoo.com
Construction Manager	Pat Espericueta				

Project Owner	Hidalgo County		Project Name	Terry Road - Rogers to North Branch Drain Storm water Management	
General Description of Project	Drainage Improvements				
Project Cost	$1,991,106.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County			(956) 787-8127	
Designer	Omar Anzaldua Jr	P.E C.F.M	HCDD #1	(956) 292-7080	omar.anzaldua@hcdd1.org
Construction Manager	Pat Espericueta				

Schedule B– Previous Experience with Similar Projects

Name of Organization					
Project Owner	City of Mission		Project Name	Basham Subdivision 6&7 Fire Protection & Drainage Improvements	
General Description of Project	Drainage Improvements				
Project Cost	$1,647,311.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			City of Mission	(956) 580-8741	
Designer	Ruben James De Jesus,	P.E., R.P.L.S.	Melden & Hunt, Inc.	956.381.0981	ruben@meldenandhunt.com
Construction Manager	Pat Espericueta				

Project Owner	Hidalgo County Urban County Program		Project Name	Flood Drainage Improvements Project 15th St Phase 1	
General Description of Project	Installation of drainage street improvements				
Project Cost	$ 515,555.00		Date Project	2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County				
Designer	Javier Hinojosa	P.E.	JAVIER HINOJOSA ENGINEERING	956-668-1588	javier@javierhinojosaeng.com
Construction Manager	Pat Espericueta				

Project Owner	Graciela Estates LLC		Project Name	Bellawoods Phase I & II Subdivision	
General Description of Project	Installation of water, sewer, drainage improvements				
Project Cost	$2,266,414.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hollis Rankin III	P.E.	Graciela Estates LLC		
Designer	Raul E. Garcia,	P.E., R.P.L.S	R.E. Garcia & Associates	(956)381-1061	regaassoc@aol.com
Construction Manager	Pat Espericueta				

Please find attached: Resumes

Schedule C– Key Individuals

Project Manager			
Name of individual		**Please find attached Resumes**	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

SCHEDULE A: WORK IN PROGRESS

PROJECT	DESCRIPTION	WORK PERFORMED FOR	ENGINEER	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULED COMPLETION
Valle Alto Commercial Plaza Phase 6 Subdivision	Installation of water sanitary sewer drainage	City of Los Fresnos	Mejia & Rose 1643 W. Price Road Brownsville,TX Phone: (956) 544-3022	$ 595,555.00	99%	Dec 2025
Tom Gill Flood Mitigation Improvements	Drainage Improvements	City Of Penitas 1111 Main St Penitas, TX 78576	CSJ Group 3113 Las Cruces Edinburg, TX 78539 Phone: (956) 239-2984	$ 1,283,333.00	99%	Dec 2025
Expressway Lateral Phase I	Drainage Improvements	City of Raymondville 142 S 7th St Raymondville,TX 78580	Guzman & Munoz Engineering 2020 E Expressway 83 Mercedes,TX 78570 Phone: (956) 565-4637	$ 522,222.00	90%	March 2026
South Raymondville Street and Drainage Imp.	Drainage Improvements	City of Raymondville 142 S 7th St Raymondville,TX 78580	Guzman & Munoz Engineering 2020 E Expressway 83 Mercedes,TX 78570 Phone: (956) 565-4637	$ 798,734.00	99%	Dec 2025

SCHEDULE B : WORK HISTORY

Project Name & Location	Project Description	Owner	Design Engineer	Year Completed	Contract Amount
Allison Subdivision	Installation of water sanitary sewer drainage	Choice Land Development 19562 Simmons Rd San Benito TX 78586	Vigstol Engineering 2802 Lazy Lake Dr Harlingen, TX 78550 Phone: (956) 212-2743	Dec 2025	$ 2,397,848.00
Morning Side Sewer Project	Sewer Improvements	City of Alamo	Trimad 1803 Mozelle St Pharr, TX 78577 Phone: (956) 497-5355	Dec 2025	$ 944,444.00
Hacienda Olivias Ph II	Installation of water sanitary sewer drainage	Milk & Honey Properties LLC 801 N Bryan Rd Mission, TX 78573	Rio Delta Engineering 921 S 10th Ave Edinburg, TX 78539 Phone: (956) 380-5152	Sept 2025	$ 1,227,007.00
Stormwater Infrastructure on FM 2221 Phase I	Drainage Improvements	Hidalgo County Pct#3 724 N Breyfolge Mission,TX 78574	JR Engineering LLC 1209 S 10th St Ste A Mcallen TX 78577 Phone: (956) 432-5851	Sept 2025	$ 117,111.00
NAWSC FM1925 Waterline Relocation	Waterline Improvements	NAWSC 420 S Doolittle Rd Edinburg, TX 78542	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	Nov 2024	$ 666,448.00
North Drain III Phase I	Drainage Improvements	Hidalgo County 2802 S Business Highway 281 Edinburg, TX 78539	Omar Anzaldua Jr P.E C.F.M 902 N.Doolittle Edinburg, TX 78542 Phone: (956) 292-7080	Nov 2024	$ 1,537,484.00
City of Hidalgo Flood Drainage Improvements Project 15th St Phase I	Installation of drainage street improvement	Hidalgo County Urban County Program 1916 Tesoro Ave Pharr, TX	Javier Hinojosa 416 E Dove Ave Mcallen,TX Phone: (956) 668-1588	2024	$ 515,555.00
University Villages on 10th St	Installation of water sanitary sewer drainage street improvement	Verturo Construction 1308 E Jasmine Mcallen, TX 78501	Rio Delta Enginnering 921 S. 10th Avenue Edinburg, TX Phone :(956)381-5150	2024	$ 666,666.00
4 1/2 Mile and Doffing Rd Drainage Improvements	Drainage Improvements	Hidalgo County 2802 S Business Highway 281 Edinburg, TX 78539	CSJ Group Edinburg, TX 78539 Phone:(956)451-4729	2023	$ 666,004.00

SCHEDULE B : WORK HISTORY

Project Name & Location	Project Description	Owner	Design Engineer	Year Completed	Contract Amount
Bellawoods Phase I & II Subdivision	Installation of water sanitary sewer drainage	Graciela Estates LLC 916 S Mccoll Rd Pharr, Tx 78577	R.E. Garcia & Associates 116 N. 12th St. McAllen, Tx 78541 Phone: (956)381-1061	2023	$ 2,266,414.00
Just A Closet #7	Installation of water sanitary sewer drainage	Verturo Investments 1308 E Jasmine Ave Mcallen, TX 78504	Rio Delta Engineering 921 S 10th St Edinburg, TX 78541 Phone: (956)380-5152	2023	$ 1,185,126.11
Las Comadres No 11 Subdivision	Drainage Improvements	Carlos Garza	South Texas Infrastructure Group 900 S Stewart Rd Mission TX 78572 Phone: (956) 424-3132	2023	$ 738,790.50
City of Palmview Main Street Devolopment	Installation of water sanitary sewer drainage	City of Palmview 400 W Veterans Blvd Palmview, TX 78572	Hinojosa Engineering 108 W 18Th St Mission TX 78572 Phone: (956) 581-0143	2023	$ 403,045.00
Garden Path Subdivision	Installation of water sanitary sewer drainage	DEKA Investments	M2 Engineering 1810 E Griffin Pkwy Mission, TX 78572 Phone: (956) 600-8628	2023	$ 930,925.00
Valle Alto Phase 6 Subdivision	Installation of water sanitary sewer drainage	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Mejia & Rose 1643 W. Price Road Brownsville,TX Phone: (956)544-3022	2023	$ 595,555.00
Terry Rogers Stormwater	Drainage Improvements	Hidalgo County 2802 S Business Highway 281 Edinburg, TX 78539	Omar Anzaldua Jr P.E C.F.M 902 N.Doolittle Edinburg,TX 78537 Phone: (956) 292-7080	2023	$ 1,991,106.00

SCHEDULE B : WORK HISTORY

Project Name & Location	Project Description	Owner	Design Engineer	Year Completed	Contract Amount
Love's Combes	Drainage Improvements	VARGO LLX	Chipola Enginnering Group 4420 Jackson St Marianna Florida Phone: (850)372-4045	2023	$ 300,250.00
Basham Subdivision 6&7 Fire Protection & Drainage Improvements	Drainage Improvements	City Of Mission 1201 E 8th St Mission, TX 78572	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone (956) 381-0981	2023	$1,647,311.00
Rio Grande Care Rd Stormwater	Drainage Improvements	Hidalgo County 2802 S Business Highway 281 Edinburg, TX 78539	Omar Anzaldua Jr P.E C.F.M 902 N.Doolittle Edinburg, TX 78542 Phone: (956) 292-7080	2023	$ 197,504.95
Sharylanding Subdivision	Installation of water sanitary sewer drainage street improvement	6 MLD LLC 1308 E Jasmine Ave Mcallen ,TX 78504	Javier Hinojosa Enginering 416 E Dove Ave Mcallen, TX 78504 Phone: (956)668-1588	2022	$ 1,378,930.00
Vilas West Subdivision Phase I	Water Improvements	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2022	$ 411,775.00
Arboledas Phase VI	Installation of water sanitary sewer drainage	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2022	$ 676,547.00
Alice Acres Waterline Extension	Water Improvements	Jim Wells County 200 N. Almond St. Ste. 101 Alice, Tx 78332	R.E. Garcia & Associates 116 N. 12th St. McAllen, Tx 78541 Phone: (956)-381-1061	2022	$ 195,245.00
K-Bar Phase III Waterline Extension	Water Improvements	Jim Wells County 200 N. Almond St. Ste. 101 Alice, Tx 78332	R.E. Gutierrez 130 East Park Avenue Pharr, Texas 78577 (956)782-2557	2021	$ 414,929.50
Arboledas Phase V	Installation of Water, Sanitary Sewer, Drainage Improvements, Street Improvements New Subdivision	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2022	$ 488,888.00
City of Weslaco	Water Improvements, Sewer Improvements	Hidalgo County Urban County Program 1916 Tesoro Ave Pharr, TX	City of Weslaco 255 S Kansas Ave Weslaco, TX 78596 Phone: (956)968-3181	2021	$ 287,457.00

SCHEDULE B : WORK HISTORY

Project Name & Location	Project Description	Owner	Design Engineer	Year Completed	Contract Amount
NAWSC Delta & La Villa Colonias Water Line Project	Water Improvements	NAWSC 420 S Doolittle Rd, Edinburg, TX 78542	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2021	$1,220,222.00
River Acres WSC Water Distribution Imp.	Water Improvements	River Acres Water Supply Co. 15602 Northwest Blvd. Ste H Robstown, TX 78380	Hanson Professional Services Inc. 4501 Gollihar Rd. Corpus Christi, Texas 78411	2020	$ 1,263,296.00
Falcon State Park Wastewater Improvements Phase II	Wastewater Improvements	Texas Parks and Wildlife 4200 Smith School Rd Austin, TX 78744-3291	R.E. Gutierrez 130 East Park Avenue Pharr, Texas 78577 Phone: (956)782-2557	2020	$795,125.00
Las Arboledas De Hidalgo Phase III	Installation of Water, Sanitary Sewer, Drainage Improvements, Street Improvements New Subdivision	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2019	$517,153.00
Mission Housing Authority Storage Rooms	Installation of Drainage	1300 E 8th St, Mission, TX 78572	108 W. 18th St. Mission, Tx 78572 Phone: (956) 581-0143	2019	$244,444.00
City of McAllen Pecan Blvd at N. 27TH Street Drainage Improvements	Installation of Drainage	City of McAllen 1300 Houston Avenue McAllen, TX 78501	Mario A. Cruz, P.E., CFM, CSM 1300 Houston Avenue McAllen, Tx 78501	2019	$233,324.00
San Diego Drainage Project	Installation of Drainage	San Diego 404 S. Mier San Diego, TX 78384	LNV Engineers 801 Navigation Blvd Suite 300 Corpus Christi, TX 78408 Phone:(361)883-1984	2019	$2,643,333.00
Lyford Sanitary Sewer Improvements to Ramona Estates	Sanitary Sewer Improvements	City of Lyford PO Box 310 Lyford TX 78569	Perez Consulting Engineers 808 Dallas Avenue McAllen, Texas 78501 Phone (956)631-4482	2018	$95,625.00
Shary Estates Subdivision	Installation of Water, Sewer, Storm Drainage, And Irrigation	4 MLD LLC PO Box 610 McAllen, TX 78505	Javier Hinojosa 416 E. Dove Avenue Mcallen,TX 78501	2018	$809,150.00
Maravillas Phase III	Installation of Water and Drainage	EEAC 422 South 11TH Street McAllen, TX 78501	Melden and Hunt, Inc. 115 W. McIntyre St Edinburg, TX 78541 956-381-0981	2018	$199,532.75

Pat Espericueta

President

2523 W. Rogers Rd.
Edinburg, TX 78541
pe5125@aol.com
(956) 583-5125

EXPERIENCE

The 5125 Company
3914 Rio Grande Care Rd. Edinburg, Tx. 78541 / 1996 - Present
Owner/President - Responsible for overall operation of the business.

Citrus Valley Construction Company
Houston, Texas 77042 / From 1996- to 1998
Office Manager - Responsible for estimating and preparing bids. Supervised works in the field ensuring jobs were performed timely and efficiently. Purchasing the material needed for the jobs. Prepared all necessary documentation for all construction jobs.

WIO Stores, Inc.
Mission, Texas / From 1995 to 1996
Office Manager - Responsible for the overall management of the office.

Mission Housing Authority
Mission, TX / 1985-1994
Assistant Director - Started in 1985 as a receptionist and worked my way up to Assistant Executive Director. As the Assistant Director was responsible for all phases of the operation. Responsible for the preparation of grant applications which brought the Housing Authority in excess of 4 million dollars in new construction, rehabilitation and social services. Ascertained the recognition of High Performance Housing Authority with scores of 90 and above.

CERTIFICATIONS

Currently Licensed under Texas Department of Insurance State Fire Marshall's Office for FIRE SPRINKLER RME UNDERGROUND

Currently Certify under Texas Commission on Environmental Quality for CLASS D WATER DISTRIBUTION OPERATOR

Certify by Texas Engineering Extension Service for Heavy Equipment Operator

THE RULES & REGULATIONS OF WORKPLACE SAFETY AND OSHA COMPLIANCE
Fred Pryor Seminar
McAllen, TX
January 2010

Pat Espericueta

President

2523 W. Rogers Rd.
Edinburg, TX 78541
pe5125@aol.com (956)
583-5125

UNDERGROUND FACILITY DAMAGE PREVENTION COURSE PW-PROD I

Texas Excavation Safety System
Mission, TX
June 2020

WATER LABORATORY

Texas Engineering Extension Service
McAllen, TX
December 2007

CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

Back-Flow Unlimited
Houston, TX
July 2001

COMPETENT PERSON CERTIFICATE

Speed Shore Corporation
San Antonio, TX
October 1998

CERTIFIED LAZER OPERATOR

A.G.L. Corporation
Jacksonville, AR
October 1998

CERTIFIED ON-SITE SEWAGE INSTALLER

Texas A&M University System
Weslaco, TX
May 1997

SKILLS

- Excellent communication skills
- Proficient in speaking, reading and writing in both Spanish and English
- Comprehensive knowledge of underground utility construction
- Hardworking, energetic and competitive
- Self-motivated, decision maker and problem solver

Eder Alan Espinoza

Project Scheduler

813 E. Tarrant Cir
Pharr, TX 78501
(956) 581-5325
pe5125@aol.com

EXPERIENCE

The 5125 Company

3914 Rio Grande Care Rd
Edinburg TX 78541

Maintain project schedules in Microsoft Project at determined intervals to ensure jobs are being completed on time and within budget. Created project artifacts as well as provided subject matter expertise on systems development life cycles and project management processes and tools. Performed project progress monitoring duties including identifying critical activities and reviewing forecasts with progress achieved to date. Developed project plan and met all established project deadlines. Clearly communicated roles, expectations, and accountabilities to all team members. Maintained the project risk register to ensure that risks are effectively managed to minimize their impact on the schedule, scope and budget of our projects.

SKILLS

PSJA RAIDERS – High School Diploma / GED (Class of 2010)

UNIVERSITY OF TEXAS PAN AMERICAN – Civil Engineer

SKILLS

10 years of experience using MS Project and MS Excel.
7 years construction experience/operation managing companies.
Day to Day field Operating.

Creative and innovative, demonstrate flexibility and adaptability in work style to better respond to multiple requests/tasks and handle sudden changes in priorities. Able to embrace and participate in change initiatives

Strong organizational, analytical, verbal & writing skills, to include solid experience in writing functional and technical specifications.

Joe Perales

SUPERINTENDENT

5212 Rio Grande Care Rd
Edinburg, TX 78541
(956) 207-9300
pe5125@aol.com

EXPERIENCE

The 5125 Company
3914 Rio Grande Road
Edinburg, TX 78541
2015 to Present

Key project management responsibilities include

- Supervised and monitored work of employees to ensure accuracy and completion of work.
- Reviewed and analyzed site plans and blueprints in order to monitor and ensure compliance with plan specifications.
- managing the constraints of the project management triangle, which are *cost*, *time*, *scope* and quality

WORK EXPERIENCE:

The 5125 Company 3914 Rio Grande Care Road Edinburg, TX 2015-Present

550K	2022-2023 City of Hidalgo Drainage Imp.	Hidalgo,TX
700K	4 ½ Mile & Doffing Rd Draiange Imp.	Mission,TX
2.4 Million	Bellawoods Subdivision II & III	Edinburg, TX
1.9 Million	Terry-Rogers Water Improvement	Edinburg,TX
1. Million	Garden Path Subdivision	Mission,TX
1.6 Million	City of Mission Basham Subdivision Ph 6&7	Mission,TX
300K	Jim Wells K-BAR Phase III	Alice,TX
300K	2020 City Of Weslaco Water Improvements	Weslaco,TX
1.1 Million	NAWSC Delta & La Villa Water Line Project	La Villa, TX
500K	Arboledas Phase III	Hidalgo, TX
1.8 Million	Utility & Paving Imp. For Spanish Oaks	McAllen, TX
600K	Las Arboledas Utility Imp.	Hidalgo, TX
400K	K-Bar Waterline Extension	Alice, TX

SKILLS

☐ Over 9 years' experience in all phases of underground utility construction

Jorge Garza

FOREMEN

4015 Eunice St
Mission, TX 78574
(956)283-4839

EXPERIENCE

The 5125 Company

3914 Rio Grande Care Rd
Edinburg, TX 78541
2012- Present

Monitor daily construction procedures to ensure that proper quality is maintained and that schedules are being followed from start to finish. Completed punch list items in a timely manner. Maintained job safety and schedule. Schedule equipment and material delivery coinciding with contractor schedules, to meet project requirement.

CORE STRENGTHS

- Team Management
- Supervising Multiple Problems
- Analysis Plans
- Anticipating Problems
- Equipment and Supply procurement

KEY PROJECTS

- FM 1925 Waterline Relocation
- 4 ½ Mile & Doffing Rd Drainage Improvement Project Bond Ref#3
- 2022-2023 City of Hidalgo Drainage Improvements
- Basham Subdivsion Ph 6&7
- Valle Alto Phase 6
- NAWSC EDAP Sewer Collection System
- University Villages on 10th St
- Just A Closet #7
- Las Arboledas de Hidalgo Phase 3,4,5,6
- NAWSC Delta & La Villa Water Line Project
- Sharylanding Subdivision

- City Of Mcallen Pecan @ 27th St Drainage Improvements
- Falcon State Park Wastewater Improvements Phase II
- Mission Housing Authority Storage Rooms

SKILLS

☐ Over 20 years' experience in all phases of underground utility construction

Fernando Valero

OPERATOR

PO Box 1653
Progresso, TX 78579
(956) 756-1891
pe5125@aol.com

EXPERIENCE

The 5125 Company
3914 Rio Grande Care Rd
Edinburg, TX 78541
2011 to Present

Key project management responsibilities include

- Supervised and monitored work of employees to ensure accuracy and completion of work.
- Reviewed and analyzed site plans and blueprints in order to monitor and ensure compliance with plan specifications.
- managing the constraints of the project management triangle, which are *cost*, *time*, *scope* and quality

WORK EXPERIENCE:

The 5125 Company Edinburg, TX 2002-Present

1.4 Million	North Main Drain Ditch Phase I	Edinburg,TX
550K	2022-2023 City of Hidalgo Drainage Imp.	Hidalgo,TX
700K	4 ½ Mile & Doffing Rd Draiange Imp.	Mission,TX
2.4 Million	Bellawoods Subdivision II & III	Edinburg, TX
1.8 Million	Terry-Rogers Water Improvement	Edinburg,TX
1.8 Million	Utility & Paving Imp. For Spanish Oaks	McAllen, TX
600K	Las Arboledas Utility Imp.	Hidalgo, TX
400K	K-Bar Waterline Extension	Alice, TX
600K	Las Palmas WW System & Yard Line Imp.	Brownsville, TX
1 Milllion	Gulf Blvd Waterline Rehab Project	Laguna Vista, TX
700K	Maravillas Estates Utility Imp.	Donna, TX
500K	FM 493 Utility Adjustments	Donna, TX
800K	New 18" Water Distributions Improvements	Kingsville, TX
820K	2012 Disaster Relief Drainage Imp.	Kenedy, TX
606K	Willacy County La Jarra Living Infrastructure Imp.	Raymondville, TX
400K	Brooks County Colonia Waterline Extension	Alice, TX
1.9M	RWSC New 12" Water Transmission main	Ricardo, TX
2.3M	El Tanque WSC Waterline Installation	Rio Grande City, TX

Fernando Valero

OPERATOR

PO Box 1653
Progresso, TX 78579
(956) 756-1891
pe5125@aol.com

SKILLS

☐ Over 20 years' experience in all phases of underground utility construction

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE 5125 COMPANY

A special meeting of the Board of Directors of The 5125 Company was held on January 06, 2026 at 3914 Rio Grande Care Edinburg, TX 78541. All directors were present.

The meeting, having been duly convened, was ready to proceed with its business whereupon it was:

RESOLVED, that Pat Espericueta, President of the Corporation, is authorized to sign on all documents, including bids and contracts in connection with City of Edinburg Brennaaleen Cedar Detention Pond Project Phase III. in Hidalgo County, Texas.

There being no further business for consideration, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: January 06, 2026

(Corporate Seal)

Secretary

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 6th day of January, 2026.

The 5125 Company
Name of Bidder

Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Equipment List will be provided upon award		

THE CITY OF Edinburg

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER

Executed this: 6th Day of : January 20. 26

By: Pat Espericueta

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

MARIA TERESA BERNAL
Notary ID #133153344
My Commission Expires
June 11, 2029

Subscribed and sworn to before me this: January 6, 2026

NOTARY PUBLIC

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

THE 5125 COMPANY

HUB WBE MBE CERTIFIED UTILITY CONTRACTOR

01/06/2026

City of Edinburg
415 W University Dr.
Edinburg, Texas 78539

Dear [***City of Edinburg***]:

The undersigned party certifies that [***The 5125 Company***] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Pat Espericueta
Printed name

Signature

President
Position in bidding company

01-06-2026
Date

THE CITY OF Edinburg

WILL BE PROVIDED UPON AWARD

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**
Bond Bond Amount: **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Pat Espericueta, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

The 5125 Company
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on January 6, 2026.
[Date]

MARIA TERESA BERNAL
Notary ID #133153344
My Commission Expires
June 11, 2029

[Notary Seal]

Notary Public in and for the State of TEXAS

Maria Teresa Bernal
[Print or type Notary Public name]

My Commission Expires: June 11, 2029
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: **The 5125 Company**
State of Incorporation: **Texas**
Mailing Address: **3914 Rio Grande Care Road Edinburg, TX 78541**

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: **N/A**
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: **N/A**
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Pat Espericueta, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

01/06/26
[Typed Date]

END OF DOCUMENT

THE CITY OF Edinburg

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

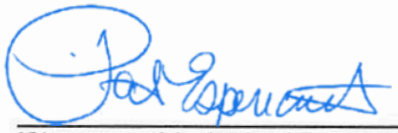
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

The 5125 Company

[Typed Name of Company:]

Pat Espericueta, President

[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

01/06/26

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: **GKQANKR13QV2**

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

01/06/26

Company/Vendor Name:

The 5125 Company

Printed Name and Title:

Pat Espericueta

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

- ☑ I have no conflict of interest to disclose
- ☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: **01/06/26**

Company/Vendor Name: **The 5125 Company**

Printed Name and Title: **Pat Espericueta, President**

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: **The 5125 Company**

Address and Zip Code: **3914 Rio Grande Care Road Edinburg, TX78541**

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Pat Espericueta, President
(Name and Title of Signer – please type)

Signature

01/06/26
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official:

Name of Contractor's Authorized Official: **Pat Espericueta**

Title of Contractor's Authorized Official: **President**

Date: **01/06/26**

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.

Pat Espericueta	**President**
NAME	TITLE
	01/06/26
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

Pat Espericueta, being the first duly sworn, deposes and says that:

1. He/she is **President** (Owner, partner, etc.) **The 5125 Company** (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: **01/06/26**

Title: **President**

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant **The 5125 Company**

Project Number **(956) 583-5125**

Contractor/Engineer **The 5125 Company**

Address, City, State, and Zip **3914 Rio Grande Care Road Edinburg, TX 78541**

Contact Person **Pat Espericueta** Telephone No **(956) 583-5125**

Amount of Contract _____ MBE Percentage **100%** WBE Percentage: **100%**

1. MBE _____ Subcontractor **N/A**
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 01/06/26

Signature: _____

Company Name: The 5125 Company

Title: President

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: **Brennaaleen Cedar Detention Pond Project Phase III** Date: **01/06/26**

Location: **Edinburg, TX** Project No.: **2026-02**

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for **The 5125 Company** in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Karen Rodriguez, whose signature appears below, to supervise the payment

of (my) (our) employees beginning _____, 20____: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

Karen Rodriguez
(Signature of Appointee)

The 5125 Company
(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	**President** (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

THE 5125 COMPANY

MBE WBE HUB CERTIFIED UTILITY CONTRACTOR
Fire Sprinkler - Underground Registration No. SCR-U-1948836

3914 Rio Grande Care Rd
Edinburg, TX 78541

Office: (956) 583-5125
E-mail: pe5125@aol.com

RE: COMPANY INTRODUCTION

To Whom It May Concern:

I would like to take this opportunity to introduce The 5125 Company. This company was incorporated in July of 1988 and thus has been in existence for over 37 years.

We specialize in underground utility work including but not limited to water, sanitary sewer, drainage, and irrigation. We have performed work for entities such as Hidalgo County, Starr County, Brooks County, Rio Grande City, City of Roma, City of McAllen, City of Edinburg, City of Mission, City of Mercedes, City of Kingsville, North Alamo Water Supply Corporation, Agua Special Utility District (formerly La Joya Water Supply Corporation), Military Water Supply Corporation, Wright Way Construction, Williams Brothers Construction and many others.

In addition to underground construction we have had the opportunity to perform various other types of construction such as historical renovations, demolition of existing water towers, demolition of dilapidated structures, building water booster stations and debris removal caused by hurricanes. While working on some of these contracts The 5125 Co. has utilized the assistance of subcontractors such as 2G's DBA Earthworks, Millennium Plus and Insituform Technologies.

In 2008 The 5125 Company successfully completed and graduated from the Texas Department of Transportation's (TxDOT) Disadvantaged Business Enterprise Program. The 5125 Company is currently certified as a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and a Historically Underutilized Business (HUB).

We have worked with engineering firms throughout the valley and have established our company as a notable construction company with quality work. Our staff is composed of competent, hard working individuals, some of who have been doing this type of work all their adult lives.

We would really appreciate the opportunity to work with you on this, and any other projects you may have forthcoming. Enclosed please find copies of some reference letters for your consideration. Please feel free to call me if we can be of service to you.

Respectfully,

Pat Espericueta

President

Serving you is our Business!!!

125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

October 17, 2025

THE 5125 COMPANY
3914 Rio Grande Care Road
Edinburg TX, 78541

RE: TxDOT Vendor Number 06315

Dear Contractor:

Your Bidders Questionaire is satisfactory and qualifies you to bid on waived projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through October 31, 2026.

Your bidding capacity has been set at $1,000,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams

Greg Williams
Director, Letting Management Section
Construction Division

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1742507983100**
Approval Date: **March 21, 2025**
Scheduled Expiration Date: **March 31, 2026**

In accordance with the Memorandum of Agreement between the
WOMEN'S BUSINESS ENTERPRISE ALLIANCE (WBEA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

THE 5125 COMPANY

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **March 21, 2025**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into WBEA's program, you must immediately (within 30 days of such changes) notify WBEA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy. If your firm ceases to remain certified in the WBEA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

THE 5125 COMPANY

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: March 31, 2010
Expiration Date: March 31, 2026
WBENC National Certification Number: 2005115287

April Day

Authorized by April Day, President Women's Business Enterprise Alliance

WBEA

NAICS: 237110, 221310, 221320
UNSPSC: 83101500, 83101509

Center for Women & Enterprise · Great Lakes Women's Business Council · Greater Women's Business Council · Women's Business Council Southwest · WBEC Metro NY · WBEC Greater DMV · WBEC South · WBEC East · WBEC ORV · WBEC Pacific · WBDC · WBEC West · WBEC Florida

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

THE 5125 COMPANY

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Pat Espericueta
NAICS: 237110, 221310, 221320 UNSPSC: 83101500, 83101509
Certification Number: WOSB240439
Renewal Date: March 31, 2026
WOSB Regulation Expiration Date: 03/31/2027

WBEA

April Day, Women's Business Enterprise Alliance President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Sr. Vice President, Certification

THIS CERTIFIES THAT

The 5125 Company

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **SOUTHWEST MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 221310; 221320; 237110; 237210; 237990

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/10/2025		AU01388
Issued Date		**Certificate Number**
	Ying McGuire **NMSDC CEO and President**	
03/01/2026		
Expiration Date		**Karen Box President/CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

FIRE SPRINKLER CERTIFICATE OF REGISTRATION – UNDERGROUND

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
THE 5125 COMPANY

Registration Number
SCR-U-1948836
Effective Date:10-08-2014
Expiration Date: 10-08-2027

Business Location:
3914 RIO GRANDE CARE RD, EDINBURG, TX 78541-4381

Doing Business As:

Registered Location(s):

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates on our website.

FIRE SPRINKLER RME – UNDERGROUND
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
Espericueta, Patricia

License Number
RME-U-1948834
Effective Date:10-08-2014
Expiration Date: 10-08-2027

This will serve as your proof of licensure with the State Fire Marshal's Office.

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates on our website.

Core Data

Actions

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Taxpayer Information
    - Points of Contact
  - Assertions
  - Reps and Certs (FAR/DFARS)

Entity Information

THE 5125 CO

● Active Registration

Unique Entity ID
GKQANKR13QV2

CAGE/NCAGE
4XW35

Expiration Date
Sep 8, 2026

Physical Address
3914 Rio Grande Care RD
Edinburg, Texas
78541-4381, United States

Mailing Address
3914 Rio Grande Care RD
Edinburg, Texas
78541-4381, United States

Purpose of Registration
All Awards

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

PATRICIA ESPERICUETA

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WATER OPERATOR

License Number: **WO0019207**
Issue Date: **12/08/2025**
Expiration Date: **01/04/2029**

Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

PATRICIA ESPERICUETA

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS I OSSF INSTALLER

License Number: **OS0006046**
Issue Date: **11/10/2025**
Expiration Date: **12/31/2028**

Executive Director
Texas Commission on Environmental Quality

TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System

Jose R. Perales

has successfully completed

Work Zone Traffic Control

16 Hours
November 11 - 12, 2025

David Coatney, Director
Texas A&M Engineering Extension Service

Chris Gable, Division Director
Infrastructure Training and Safety Institute

EU HWS002 776 TEEX ID 6611430

Expiration Date: November 12, 2029

State Board for Educator Certification #500132

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1742507983100**
Approval Date: **March 21, 2025**
Scheduled Expiration Date: **March 31, 2026**

In accordance with the Memorandum of Agreement between the
WOMEN'S BUSINESS ENTERPRISE ALLIANCE (WBEA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

THE 5125 COMPANY

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **March 21, 2025**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into WBEA's program, you must immediately (within 30 days of such changes) notify WBEA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy. If your firm ceases to remain certified in the WBEA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

THE 5125 COMPANY

MBE WBE HUB CERTIFIED UTILITY CONTRACTOR
Fire Sprinkler - Underground Registration No. SCR-U-1948836

3914 Rio Grande Care Rd
Edinburg, TX 78541

Office: (956) 583-5125
E-mail: pe5125@aol.com

RE: COMPANY INTRODUCTION

To Whom It May Concern:

I would like to take this opportunity to introduce The 5125 Company. This company was incorporated in July of 1988 and thus has been in existence for over 37 years.

We specialize in underground utility work including but not limited to water, sanitary sewer, drainage, and irrigation. We have performed work for entities such as Hidalgo County, Starr County, Brooks County, Rio Grande City, City of Roma, City of McAllen, City of Edinburg, City of Mission, City of Mercedes, City of Kingsville, North Alamo Water Supply Corporation, Agua Special Utility District (formerly La Joya Water Supply Corporation), Military Water Supply Corporation, Wright Way Construction, Williams Brothers Construction and many others.

In addition to underground construction we have had the opportunity to perform various other types of construction such as historical renovations, demolition of existing water towers, demolition of dilapidated structures, building water booster stations and debris removal caused by hurricanes. While working on some of these contracts The 5125 Co. has utilized the assistance of subcontractors such as 2G's DBA Earthworks, Millennium Plus and Insituform Technologies.

In 2008 The 5125 Company successfully completed and graduated from the Texas Department of Transportation's (TxDOT) Disadvantaged Business Enterprise Program. The 5125 Company is currently certified as a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and a Historically Underutilized Business (HUB).

We have worked with engineering firms throughout the valley and have established our company as a notable construction company with quality work. Our staff is composed of competent, hard working individuals, some of who have been doing this type of work all their adult lives.

We would really appreciate the opportunity to work with you on this, and any other projects you may have forthcoming. Enclosed please find copies of some reference letters for your consideration. Please feel free to call me if we can be of service to you.

Respectfully,

Pat Espericueta

President

Serving you is our Business!!!

FIRE SPRINKLER CERTIFICATE OF REGISTRATION – UNDERGROUND

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
THE 5125 COMPANY

Registration Number
SCR-U-1948836
Effective Date:10-08-2014
Expiration Date: 10-08-2027

Business Location:
3914 RIO GRANDE CARE RD, EDINBURG, TX 78541-4381

Doing Business As:

Registered Location(s):

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates on our website.

FIRE SPRINKLER RME – UNDERGROUND
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
Espericueta, Patricia

License Number
RME-U-1948834
Effective Date:10-08-2014
Expiration Date: 10-08-2027

This will serve as your proof of licensure with the State Fire Marshal’s Office.

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates on our website.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

PATRICIA ESPERICUETA

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS I OSSF INSTALLER

License Number: **OS0006046**
Issue Date: **11/10/2025**
Expiration Date: **12/31/2028**

Executive Director
Texas Commission on Environmental Quality

Core Data

Actions

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Taxpayer Information
    - Points of Contact
  - Assertions
  - Reps and Certs (FAR/DFARS)

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● Active Registration

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CAGE/NCAGE
4XW35

Expiration Date
Sep 8, 2026

Physical Address
3914 Rio Grande Care RD
Edinburg, Texas
78541-4381, United States

Mailing Address
3914 Rio Grande Care RD
Edinburg, Texas
78541-4381, United States

Purpose of Registration
All Awards

THIS CERTIFIES THAT

The 5125 Company

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **SOUTHWEST MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 221310; 221320; 237110; 237210; 237990

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/10/2025
Issued Date

AU01388
Certificate Number

03/01/2026
Expiration Date

Ying McGuire
NMSDC CEO and President

Karen Box President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

PATRICIA ESPERICUETA

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WATER OPERATOR

License Number: **WO0019207**
Issue Date: **01/09/2023**
Expiration Date: **01/04/2026**

Toni E. Chandler

Interim Executive Director
Texas Commission on Environmental Quality

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

THE 5125 COMPANY

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: March 31, 2010
Expiration Date: March 31, 2026
WBENC National Certification Number: 2005115287

April Day

Authorized by April Day, President Women's Business Enterprise Alliance

WBEA

NAICS: 237110, 221310, 221320
UNSPSC: 83101500, 83101509

Center for Women & Enterprise · Great Lakes Women's Business Council · Greater Women's Business Council · Women's Business Council Southwest · WBEC Metro NY · WBEC Greater DMV · WBEC South · WBEC East · WBEC ORV · WBEC Pacific · WBDC · WBEC West · WBEC Florida

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

THE 5125 COMPANY

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Pat Espericueta
NAICS: 237110, 221310, 221320 UNSPSC: 83101500, 83101509
Certification Number: WOSB240439
Renewal Date: March 31, 2026
WOSB Regulation Expiration Date: 03/31/2027

WBEA

April Day, Women's Business Enterprise Alliance President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Sr. Vice President, Certification

Texas Department of Transportation
125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

October 17, 2025

THE 5125 COMPANY
3914 Rio Grande Care Road
Edinburg TX, 78541

RE: TxDOT Vendor Number 06315

Dear Contractor:

Your Bidders Questionaire is satisfactory and qualifies you to bid on waived projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through October 31, 2026.

Your bidding capacity has been set at $1,000,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams

Greg Williams
Director, Letting Management Section
Construction Division

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Enedelia Garcia	
Relation Insurance Services 5801 N 10th St Suite 600 McAllen TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS: Nellie.Garcia@relationinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Dellwood Specialty Insurance Company	17332
INSURED The 5125 Company 3914 Rio Grande Care Road Edinburg TX 78541	INSURER B : Texas Mutual Insurance Company	*22945
	INSURER C : Hanover Specialty Insurance Brokers	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master ALOB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductilbe: BI/PD $10,000 per occr GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			DCP00000164-00	11/01/2025	11/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			DCX00000377-00	11/01/2025	11/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001142644	03/17/2025	03/17/2026	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Inland Marine- Leased/ Rented Equip			RHD M 196497 00	11/01/2025	11/01/2026	Limit Deductible	$300,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability – Blanket Additional Insured - Owners, Lessees or Contractors - scheduled person or organizatin per Form CG 20 10 04 13 and Blanket Additional Insured - Owners, Lessees or Contractors - completed operation per Form CG 20 37 04 13. Blanket Primary and Non-Contributory included per Form CG 20 01 12 19. Blanket Waiver of Subrogation included per Forms GC24 04 12 19 all per written contract.

Workers Compensation Blanket Waiver of Subrogation included per Form WC 42 03 04 B per written contract and 30 Day Notice of cancellation per Form WC42 06 01.

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr. Edinburg
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard J. Bonny

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
01/06/26

Company/Vendor Name:
The 5125 Company

Printed Name and Title:
Pat Espericueta, President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: The 5125 Company
(Full, correct legal name)

- Address: 3914 Rio Grande Care Rd Edinburg, TX 78541
- Telephone/Fax: (956)583-5125
- Email address: pe5125@aol.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes✓ No____

4. Where is the Company's corporate headquarters located? Edinburg, Texas

5. a. Does the Company have an office located in Edinburg, Texas? Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 6 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 35

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Pat Espericueta
Address: 3914 Rio Grande Care Road Edinburg,TX 78541
Telephone: (956)583-5125
Fax: N/A
Email: pe5125@aol.cm

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO 1

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO 2

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO 3

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Pat Espericueta, the undersigned representative of

The 5125 Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Pat Espericueta

SIGNATURE OF COMPANY REPRESENTATIVE:

Pat Espericueta, President

TYPE/PRINT NAME AND TITLE:

01/06/26

DATE:

SENATE BILL 13 VERIFICATION

I, Pat Espericueta, the undersigned representative of

The 5125 Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Pat Espericueta, President

TYPE/PRINT NAME AND TITLE:

01/06/26

DATE:

SENATE BILL 19 VERIFICATION

I, Pat Espericueta, the undersigned representative of

The 5125 Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Pat Espericueta, President

TYPE/PRINT NAME AND TITLE:

01/06/26

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

The 5125 Company

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Pat Espericueta	Pat Espericueta	01/06/26
Name of signatory	Signature	Date

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: The 5125 Company

Reference Company Name: Villa Homes

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory ____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No___

Signature: Eugenio Villanueva

Printed Name: Eugenio Villanueva

Date: 12-23-25

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: **The 5125 Company**

Reference Company Name: **Nuffy's MBE**

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: Arnulfo Puentes

Printed Name: **Arnulfo Puentes jr**

Date: **01-06-26**

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: The 5125 Company

Reference Company Name: Milk and Honey Properties

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory ____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No___

Signature: Matthew Pierson

Printed Name: Matthew Pierson

Date: 12-23-25

SOUTHERN AMERICAN INSURANCE AGENCY
13823 Schmidt Road
Cypress, Texas 77429
(281) 890-9294 (281) 890-2229 FAX

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **The 5125 Company** as Principal, hereinafter called the Principal, and **Hartford Fire Insurance Company** a corporation duly organized under the laws of the State of **Wisconsin** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Edinburg

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars (**$ 5 % of G.A.B.**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

City of Edinburg Brennaaleen Cedar Detention Pond Project Phase III

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal s hall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **23th** day of **December, 2025.**

Yuda Montoya
(Witness)

The 5125 Company
(Principal) (Seal)
Yad Esperanza
(Title)

Melva P. Salinas
Melva P. Salinas (Witness)

Hartford Fire Insurance Company
(Surety) (Seal)
Kenneth L. Meyer
Kenneth L. Meyer (Title) Attorney-In-Fact

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Pat Espericueta

President

2523 W. Rogers Rd.
Edinburg, TX 78541
pe5125@aol.com
(956) 583-5125

EXPERIENCE

The 5125 Company
3914 Rio Grande Care Rd. Edinburg, Tx. 78541 / 1996 - Present
Owner/President - Responsible for overall operation of the business.

Citrus Valley Construction Company
Houston, Texas 77042 / From 1996- to 1998
Office Manager - Responsible for estimating and preparing bids. Supervised works in the field ensuring jobs were performed timely and efficiently. Purchasing the material needed for the jobs. Prepared all necessary documentation for all construction jobs.

WIO Stores, Inc.
Mission, Texas / From 1995 to 1996
Office Manager - Responsible for the overall management of the office.

Mission Housing Authority
Mission, TX / 1985-1994
Assistant Director - Started in 1985 as a receptionist and worked my way up to Assistant Executive Director. As the Assistant Director was responsible for all phases of the operation. Responsible for the preparation of grant applications which brought the Housing Authority in excess of 4 million dollars in new construction, rehabilitation and social services. Ascertained the recognition of High Performance Housing Authority with scores of 90 and above.

CERTIFICATIONS

Currently Licensed under Texas Department of Insurance State Fire Marshall's Office for FIRE SPRINKLER RME UNDERGROUND

Currently Certify under Texas Commission on Environmental Quality for CLASS D WATER DISTRIBUTION OPERATOR

Certify by Texas Engineering Extension Service for Heavy Equipment Operator

THE RULES & REGULATIONS OF WORKPLACE SAFETY AND OSHA COMPLIANCE
Fred Pryor Seminar
McAllen, TX
January 2010

Pat Espericueta

President

2523 W. Rogers Rd.
Edinburg, TX 78541
pe5125@aol.com (956)
583-5125

UNDERGROUND FACILITY DAMAGE PREVENTION COURSE PW-PROD I

Texas Excavation Safety System
Mission, TX
June 2020

WATER LABORATORY

Texas Engineering Extension Service
McAllen, TX
December 2007

CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

Back-Flow Unlimited
Houston, TX
July 2001

COMPETENT PERSON CERTIFICATE

Speed Shore Corporation
San Antonio, TX
October 1998

CERTIFIED LAZER OPERATOR

A.G.L. Corporation
Jacksonville, AR
October 1998

CERTIFIED ON-SITE SEWAGE INSTALLER

Texas A&M University System
Weslaco, TX
May 1997

SKILLS

- Excellent communication skills
- Proficient in speaking, reading and writing in both Spanish and English
- Comprehensive knowledge of underground utility construction
- Hardworking, energetic and competitive
- Self-motivated, decision maker and problem solver

Eder Alan Espinoza

Project Scheduler

813 E. Tarrant Cir
Pharr, TX 78501
(956) 581-5325
pe5125@aol.com

EXPERIENCE

The 5125 Company

3914 Rio Grande Care Rd
Edinburg TX 78541

Maintain project schedules in Microsoft Project at determined intervals to ensure jobs are being completed on time and within budget. Created project artifacts as well as provided subject matter expertise on systems development life cycles and project management processes and tools. Performed project progress monitoring duties including identifying critical activities and reviewing forecasts with progress achieved to date. Developed project plan and met all established project deadlines. Clearly communicated roles, expectations, and accountabilities to all team members. Maintained the project risk register to ensure that risks are effectively managed to minimize their impact on the schedule, scope and budget of our projects.

SKILLS

PSJA RAIDERS – High School Diploma / GED (Class of 2010)

UNIVERSITY OF TEXAS PAN AMERICAN – Civil Engineer

SKILLS

10 years of experience using MS Project and MS Excel.
7 years construction experience/operation managing companies.
Day to Day field Operating.

Creative and innovative, demonstrate flexibility and adaptability in work style to better respond to multiple requests/tasks and handle sudden changes in priorities. Able to embrace and participate in change initiatives

Strong organizational, analytical, verbal & writing skills, to include solid experience in writing functional and technical specifications.

Joe Perales

SUPERINTENDENT

5212 Rio Grande Care Rd
Edinburg, TX 78541
(956) 207-9300
pe5125@aol.com

EXPERIENCE

The 5125 Company
3914 Rio Grande Road
Edinburg, TX 78541
2015 to Present

Key project management responsibilities include

- Supervised and monitored work of employees to ensure accuracy and completion of work.
- Reviewed and analyzed site plans and blueprints in order to monitor and ensure compliance with plan specifications.
- managing the constraints of the project management triangle, which are *cost*, *time*, *scope* and quality

WORK EXPERIENCE:

The 5125 Company 3914 Rio Grande Care Road Edinburg, TX 2015-Present

550K	2022-2023 City of Hidalgo Drainage Imp.	Hidalgo,TX
700K	4 ½ Mile & Doffing Rd Draiange Imp.	Mission,TX
2.4 Million	Bellawoods Subdivision II & III	Edinburg, TX
1.9 Million	Terry-Rogers Water Improvement	Edinburg,TX
1. Million	Garden Path Subdivision	Mission,TX
1.6 Million	City of Mission Basham Subdivision Ph 6&7	Mission,TX
300K	Jim Wells K-BAR Phase III	Alice,TX
300K	2020 City Of Weslaco Water Improvements	Weslaco,TX
1.1 Million	NAWSC Delta & La Villa Water Line Project	La Villa, TX
500K	Arboledas Phase III	Hidalgo, TX
1.8 Million	Utility & Paving Imp. For Spanish Oaks	McAllen, TX
600K	Las Arboledas Utility Imp.	Hidalgo, TX
400K	K-Bar Waterline Extension	Alice, TX

SKILLS

☐ Over 9 years' experience in all phases of underground utility construction

Jorge Garza

FOREMEN

4015 Eunice St
Mission, TX 78574
(956)283-4839

EXPERIENCE

The 5125 Company

3914 Rio Grande Care Rd
Edinburg, TX 78541
2012- Present

Monitor daily construction procedures to ensure that proper quality is maintained and that schedules are being followed from start to finish. Completed punch list items in a timely manner. Maintained job safety and schedule. Schedule equipment and material delivery coinciding with contractor schedules, to meet project requirement.

CORE STRENGTHS

- Team Management
- Supervising Multiple Problems
- Analysis Plans
- Anticipating Problems
- Equipment and Supply procurement

KEY PROJECTS

- FM 1925 Waterline Relocation
- 4 ½ Mile & Doffing Rd Drainage Improvement Project Bond Ref#3
- 2022-2023 City of Hidalgo Drainage Improvements
- Basham Subdivsion Ph 6&7
- Valle Alto Phase 6
- NAWSC EDAP Sewer Collection System
- University Villages on 10th St
- Just A Closet #7
- Las Arboledas de Hidalgo Phase 3,4,5,6
- NAWSC Delta & La Villa Water Line Project
- Sharylanding Subdivision

- City Of Mcallen Pecan @ 27th St Drainage Improvements
- Falcon State Park Wastewater Improvements Phase II
- Mission Housing Authority Storage Rooms

SKILLS

☐ Over 20 years' experience in all phases of underground utility construction

Fernando Valero

OPERATOR

PO Box 1653
Progresso, TX 78579
(956) 756-1891
pe5125@aol.com

EXPERIENCE

The 5125 Company
3914 Rio Grande Care Rd
Edinburg, TX 78541
2011 to Present

Key project management responsibilities include

- Supervised and monitored work of employees to ensure accuracy and completion of work.
- Reviewed and analyzed site plans and blueprints in order to monitor and ensure compliance with plan specifications.
- managing the constraints of the project management triangle, which are *cost*, *time*, ***scope*** and quality

WORK EXPERIENCE:

The 5125 Company Edinburg, TX 2002-Present

1.4 Million	North Main Drain Ditch Phase I	Edinburg,TX
550K	2022-2023 City of Hidalgo Drainage Imp.	Hidalgo,TX
700K	4 ½ Mile & Doffing Rd Draiange Imp.	Mission,TX
2.4 Million	Bellawoods Subdivision II & III	Edinburg, TX
1.8 Million	Terry-Rogers Water Improvement	Edinburg,TX
1.8 Million	Utility & Paving Imp. For Spanish Oaks	McAllen, TX
600K	Las Arboledas Utility Imp.	Hidalgo, TX
400K	K-Bar Waterline Extension	Alice, TX
600K	Las Palmas WW System & Yard Line Imp.	Brownsville, TX
1 Milllion	Gulf Blvd Waterline Rehab Project	Laguna Vista, TX
700K	Maravillas Estates Utility Imp.	Donna, TX
500K	FM 493 Utility Adjustments	Donna, TX
800K	New 18" Water Distributions Improvements	Kingsville, TX
820K	2012 Disaster Relief Drainage Imp.	Kenedy, TX
606K	Willacy County La Jarra Living Infrastructure Imp.	Raymondville, TX
400K	Brooks County Colonia Waterline Extension	Alice, TX
1.9M	RWSC New 12" Water Transmission main	Ricardo, TX
2.3M	El Tanque WSC Waterline Installation	Rio Grande City, TX

Fernando Valero

OPERATOR

PO Box 1653
Progresso, TX 78579
(956) 756-1891
pe5125@aol.com

SKILLS

☐ Over 20 years' experience in all phases of underground utility construction

SCHEDULE B : WORK HISTORY

Project Name & Location	Project Description	Owner	Design Engineer	Year Completed	Contract Amount
Allison Subdivision	Installation of water sanitary sewer drainage	Choice Land Development 19562 Simmons Rd San Benito TX 78586	Vigstol Engineering 2802 Lazy Lake Dr Harlingen, TX 78550 Phone: (956) 212-2743	Dec 2025	$ 2,397,848.00
Morning Side Sewer Project	Sewer Improvements	City of Alamo	Trimad 1803 Mozelle St Pharr, TX 78577 Phone: (956) 497-5355	Dec 2025	$ 944,444.00
Hacienda Olivias Ph II	Installation of water sanitary sewer drainage	Milk & Honey Properties LLC 801 N Bryan Rd Mission, TX 78573	Rio Delta Engineering 921 S 10th Ave Edinburg, TX 78539 Phone: (956) 380-5152	Sept 2025	$ 1,227,007.00
Stormwater Infrastructure on FM 2221 Phase I	Drainage Improvements	Hidalgo County Pct#3 724 N Breyfolge Mission,TX 78574	JR Engineering LLC 1209 S 10th St Ste A Mcallen TX 78577 Phone: (956) 432-5851	Sept 2025	$ 117,111.00
NAWSC FM1925 Waterline Relocation	Waterline Improvements	NAWSC 420 S Doolittle Rd Edinburg, TX 78542	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	Nov 2024	$ 666,448.00
North Drain III Phase I	Drainage Improvements	Hidalgo County 2802 S Business Highway 281 Edinburg, TX 78539	Omar Anzaldua Jr P.E C.F.M 902 N.Doolittle Edinburg, TX 78542 Phone: (956) 292-7080	Nov 2024	$ 1,537,484.00
City of Hidalgo Flood Drainage Improvements Project 15th St Phase I	Installation of drainage street improvement	Hidalgo County Urban County Program 1916 Tesoro Ave Pharr, TX	Javier Hinojosa 416 E Dove Ave Mcallen,TX Phone: (956) 668-1588	2024	$ 515,555.00
University Villages on 10th St	Installation of water sanitary sewer drainage street improvement	Verturo Construction 1308 E Jasmine Mcallen, TX 78501	Rio Delta Enginnering 921 S. 10th Avenue Edinburg, TX Phone :(956)381-5150	2024	$ 666,666.00
4 1/2 Mile and Doffing Rd Drainage Improvements	Drainage Improvements	Hidalgo County 2802 S Business Highway 281 Edinburg, TX 78539	CSJ Group Edinburg, TX 78539 Phone:(956)451-4729	2023	$ 666,004.00

SCHEDULE B : WORK HISTORY

Project Name & Location	Project Description	Owner	Design Engineer	Year Completed	Contract Amount
Bellawoods Phase I & II Subdivision	Installation of water sanitary sewer drainage	Graciela Estates LLC 916 S Mccoll Rd Pharr, Tx 78577	R.E. Garcia & Associates 116 N. 12th St. McAllen, Tx 78541 Phone: (956)381-1061	2023	$ 2,266,414.00
Just A Closet #7	Installation of water sanitary sewer drainage	Verturo Investments 1308 E Jasmine Ave Mcallen, TX 78504	Rio Delta Engineering 921 S 10th St Edinburg, TX 78541 Phone: (956)380-5152	2023	$ 1,185,126.11
Las Comadres No 11 Subdivision	Drainage Improvements	Carlos Garza	South Texas Infrastructure Group 900 S Stewart Rd Mission TX 78572 Phone: (956) 424-3132	2023	$ 738,790.50
City of Palmview Main Street Devolopment	Installation of water sanitary sewer drainage	City of Palmview 400 W Veterans Blvd Palmview, TX 78572	Hinojosa Engineering 108 W 18Th St Mission TX 78572 Phone: (956) 581-0143	2023	$ 403,045.00
Garden Path Subdivision	Installation of water sanitary sewer drainage	DEKA Investments	M2 Engineering 1810 E Griffin Pkwy Mission, TX 78572 Phone: (956) 600-8628	2023	$ 930,925.00
Valle Alto Phase 6 Subdivision	Installation of water sanitary sewer drainage	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Mejia & Rose 1643 W. Price Road Brownsville,TX Phone: (956)544-3022	2023	$ 595,555.00
Terry Rogers Stormwater	Drainage Improvements	Hidalgo County 2802 S Business Highway 281 Edinburg, TX 78539	Omar Anzaldua Jr P.E C.F.M 902 N.Doolittle Edinburg,TX 78537 Phone: (956) 292-7080	2023	$ 1,991,106.00

SCHEDULE B : WORK HISTORY

Project Name & Location	Project Description	Owner	Design Engineer	Year Completed	Contract Amount
Love's Combes	Drainage Improvements	VARGO LLX	Chipola Enginnering Group 4420 Jackson St Marianna Florida Phone: (850)372-4045	2023	$ 300,250.00
Basham Subdivision 6&7 Fire Protection & Drainage Improvements	Drainage Improvements	City Of Mission 1201 E 8th St Mission, TX 78572	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone (956) 381-0981	2023	$1,647,311.00
Rio Grande Care Rd Stormwater	Drainage Improvements	Hidalgo County 2802 S Business Highway 281 Edinburg, TX 78539	Omar Anzaldua Jr P.E C.F.M 902 N.Doolittle Edinburg, TX 78542 Phone: (956) 292-7080	2023	$ 197,504.95
Sharylanding Subdivision	Installation of water sanitary sewer drainage street improvement	6 MLD LLC 1308 E Jasmine Ave Mcallen ,TX 78504	Javier Hinojosa Enginering 416 E Dove Ave Mcallen, TX 78504 Phone: (956)668-1588	2022	$ 1,378,930.00
Vilas West Subdivision Phase I	Water Improvements	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2022	$ 411,775.00
Arboledas Phase VI	Installation of water sanitary sewer drainage	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2022	$ 676,547.00
Alice Acres Waterline Extension	Water Improvements	Jim Wells County 200 N. Almond St. Ste. 101 Alice, Tx 78332	R.E. Garcia & Associates 116 N. 12th St. McAllen, Tx 78541 Phone: (956)-381-1061	2022	$ 195,245.00
K-Bar Phase III Waterline Extension	Water Improvements	Jim Wells County 200 N. Almond St. Ste. 101 Alice, Tx 78332	R.E. Gutierrez 130 East Park Avenue Pharr, Texas 78577 (956)782-2557	2021	$ 414,929.50
Arboledas Phase V	Installation of Water, Sanitary Sewer, Drainage Improvements, Street Improvements New Subdivision	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2022	$ 488,888.00
City of Weslaco	Water Improvements, Sewer Improvements	Hidalgo County Urban County Program 1916 Tesoro Ave Pharr, TX	City of Weslaco 255 S Kansas Ave Weslaco, TX 78596 Phone: (956)968-3181	2021	$ 287,457.00

SCHEDULE B : WORK HISTORY

Project Name & Location	Project Description	Owner	Design Engineer	Year Completed	Contract Amount
NAWSC Delta & La Villa Colonias Water Line Project	Water Improvements	NAWSC 420 S Doolittle Rd, Edinburg, TX 78542	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2021	$1,220,222.00
River Acres WSC Water Distribution Imp.	Water Improvements	River Acres Water Supply Co. 15602 Northwest Blvd. Ste H Robstown, TX 78380	Hanson Professional Services Inc. 4501 Gollihar Rd. Corpus Christi, Texas 78411	2020	$ 1,263,296.00
Falcon State Park Wastewater Improvements Phase II	Wastewater Improvements	Texas Parks and Wildlife 4200 Smith School Rd Austin, TX 78744-3291	R.E. Gutierrez 130 East Park Avenue Pharr, Texas 78577 Phone: (956)782-2557	2020	$795,125.00
Las Arboledas De Hidalgo Phase III	Installation of Water, Sanitary Sewer, Drainage Improvements, Street Improvements New Subdivision	G & M Real Estate P.O. Box 219 Hidalgo, Texas 78557	Melden & Hunt, Inc. 115 West McIntyre Edinburg, Texas 78541 Phone: (956)381-0981	2019	$517,153.00
Mission Housing Authority Storage Rooms	Installation of Drainage	1300 E 8th St, Mission, TX 78572	108 W. 18th St. Mission, Tx 78572 Phone: (956) 581-0143	2019	$244,444.00
City of McAllen Pecan Blvd at N. 27TH Street Drainage Improvements	Installation of Drainage	City of McAllen 1300 Houston Avenue McAllen, TX 78501	Mario A. Cruz, P.E., CFM, CSM 1300 Houston Avenue McAllen, Tx 78501	2019	$233,324.00
San Diego Drainage Project	Installation of Drainage	San Diego 404 S. Mier San Diego, TX 78384	LNV Engineers 801 Navigation Blvd Suite 300 Corpus Christi, TX 78408 Phone:(361)883-1984	2019	$2,643,333.00
Lyford Sanitary Sewer Improvements to Ramona Estates	Sanitary Sewer Improvements	City of Lyford PO Box 310 Lyford TX 78569	Perez Consulting Engineers 808 Dallas Avenue McAllen, Texas 78501 Phone (956)631-4482	2018	$95,625.00
Shary Estates Subdivision	Installation of Water, Sewer, Storm Drainage, And Irrigation	4 MLD LLC PO Box 610 McAllen, TX 78505	Javier Hinojosa 416 E. Dove Avenue Mcallen,TX 78501	2018	$809,150.00
Maravillas Phase III	Installation of Water and Drainage	EEAC 422 South 11TH Street McAllen, TX 78501	Melden and Hunt, Inc. 115 W. McIntyre St Edinburg, TX 78541 956-381-0981	2018	$199,532.75

SCHEDULE A: WORK IN PROGRESS

PROJECT	DESCRIPTION	WORK PERFORMED FOR	ENGINEER	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULED COMPLETION
Valle Alto Commercial Plaza Phase 6 Subdivision	Installation of water sanitary sewer drainage	City of Los Fresnos	Mejia & Rose 1643 W. Price Road Brownsville,TX Phone: (956) 544-3022	$ 595,555.00	99%	Dec 2025
Tom Gill Flood Mitigation Improvements	Drainage Improvements	City Of Penitas 1111 Main St Penitas, TX 78576	CSJ Group 3113 Las Cruces Edinburg, TX 78539 Phone: (956) 239-2984	$ 1,283,333.00	99%	Dec 2025
Expressway Lateral Phase I	Drainage Improvements	City of Raymondville 142 S 7th St Raymondville,TX 78580	Guzman & Munoz Engineering 2020 E Expressway 83 Mercedes,TX 78570 Phone: (956) 565-4637	$ 522,222.00	90%	March 2026
South Raymondville Street and Drainage Imp.	Drainage Improvements	City of Raymondville 142 S 7th St Raymondville,TX 78580	Guzman & Munoz Engineering 2020 E Expressway 83 Mercedes,TX 78570 Phone: (956) 565-4637	$ 798,734.00	99%	Dec 2025

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	**The 5125 Company**		
Corporate Office **3914 Rio Grande Care Road Edinburg, TX 78541**			
Name:	**Pat Espericueta**	Phone number:	**(956) 583-5125**
Title:	**President**	Email address:	**pe5125@aol.com**
Business address of corporate office:	**3914 Rio Grande Care Road**		
	Edinburg, TX 78541		
Local Office **same as corporate**			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	07-28-1988	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	**Pat Espericueta**	Title:	**President**
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	**Please find attached**		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☑ Minority Business Enterprise	National Minority Supplier Development Council	03-01-2026
☑ Woman-Owned Business Enterprise	Womens Business Enterprise National Council	03-31-26
☑ Small Business Enterprise	Women's Business Enterprise National Council	03-31-26
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☑ HUBZone Business (Historically Underutilized) Business	WBEA & CPA	03-31-2026
☑ Other SAMS		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Pat Espericueta	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
The 5125 Company	.97	0	60,027.90	.87	1	62,100.50	.94	1	58,421.00

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Southern American Insurance Agency
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	13823 Schmidt Rd
	Cypress, TX 77429

Physical Address (principal place of business):	13823 Schmidt Rd Cypress, TX 77429		
Phone (main):	(281)890-9294	Phone (claims):	

ARTICLE 7– INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Southern American Insurance Agency	Commercial general Liability
Southern American Insurance Agency	Automobile Liability
Southern American Insurance Agency	Umbrella Liability
Southern American Insurance Agency	Workers Compensation & Employers Liability
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No

Mailing Address (principal place of business):			
Physical Address (principal place of business):	13823 Schmidt Rd Cypress, TX 77429		
Phone (main):	(281)890-9294	Phone (claims):	

ARTICLE 8– CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	35
Estimate of revenue for the current year:	$ 3,000,000.00
Estimate of revenue for the previous year:	$ 5,000,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	37			
As a general contractor:	37	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: The 5125 Company
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Pat Espericueta
(typed or printed)

Title: President
(typed or printed)

Date: 12-23-25
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Yadira Montoya
(individual's signature)

Name: Yadira Montoya
(typed or printed)

Title: Office Assistant
(typed or printed)

Address for giving notices:
3914 Rio Grande Care Road Edinburg, TX 78541

Designated Representative:

Name: Pat Espericueta
(typed or printed)

Title: President
(typed or printed)

Address:
3914 Rio Grande Care Road Edinburg, TX 78541

Phone: (956) 583-5125
Email: pe5125@aol.com

Schedule A– Current Projects

Name of Organization	The 5125 Company				
Project Owner	G.M Real Estates Co.		Project Name	Valle Alto Commercial Plaza Phase 6 Subdivision	
General Description of Project	Installation of Water, Sanitary Sewer, and Drainage Imp.				
Project Cost	$ 595,555.00		Date Project	December 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Anthony Gray	Owner	G.M Real Estates Co.	956-778-8936	tonygray.stonehaven@gmail.com
Designer	Jonathan Hernandez	Civil Engineer	Mejia & Rose	(956) 544-3022	jhernandez@cngmail.com
Construction Manager	Pat Espericueta				

Project Owner	City of Penitas		Project Name	Tom Gill Flood Mitigation Imp.	
General Description of Project	Drainage Improvements				
Project Cost	$ 1,283,333.00		Date Project	December 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Penitas			(956) 581-3345	
Designer	Jose E. Saenz	PE	CSJ Group	(956) 239-2984	eddiesaenz95@gmail.com
Construction Manager	Pat Espericueta				

Project Owner	City of Raymondville		Project Name	Expressway Lateral Phase I	
General Description of Project	Drainage Imp.				
Project Cost	$ 522,222.00		Date Project	March 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			City of Raymondville	(956) 689-2443	
Designer	Albert J Aldana II	Graduate Engineer	Guzman & Munoz	(956) 565-4637	aaldana@gmes.biz
Construction Manager	Pat Espericueta				

Schedule B– Previous Experience with Similar Projects

Name of Organization					
Project Owner	**Verturo Construction**		Project Name	**University Villages on 10th St**	
General Description of Project	**Installation of water, sanitary sewer, drainage and street imp.**				
Project Cost	**$666,666.00**		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	**Eder Espinoza**	**Joe Perales**	**Pat Espericueta**	**Karen Rodriguez**	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Joey Holand	President / Broker	Verturo Interests, LLC	956-213-8244	jwholand@verturo.com
Designer	Gerardo Sanchez		Rio Delta Enginnering	(956) 381-5150	gsanchez@riodeltaengineering.com
Construction Manager	Pat Espericueta				

Project Owner	Hidalgo County Drainage District No. 1		Project Name	4 1/2 Mile and Doffing Rd Drainage Improvements	
General Description of Project	Drainage Imp.				
Project Cost	$666,004.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	HCDD #1			(956) 292-7080	
Designer	BERNARDO (LALO) CHAPA	Engineer	CSJ Group	956.451.4729	bchapa79@yahoo.com
Construction Manager	Pat Espericueta				

Project Owner	Hidalgo County		Project Name	Terry Road - Rogers to North Branch Drain Storm water Management	
General Description of Project	Drainage Improvements				
Project Cost	$1,991,106.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County			(956) 787-8127	
Designer	Omar Anzaldua Jr	P.E C.F.M	HCDD #1	(956) 292-7080	omar.anzaldua@hcdd1.org
Construction Manager	Pat Espericueta				

Schedule B– Previous Experience with Similar Projects

Name of Organization					
Project Owner	City of Mission		Project Name	Basham Subdivision 6&7 Fire Protection & Drainage Improvements	
General Description of Project	Drainage Improvements				
Project Cost	$1,647,311.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			City of Mission	(956) 580-8741	
Designer	Ruben James De Jesus,	P.E., R.P.L.S.	Melden & Hunt, Inc.	956.381.0981	ruben@meldenandhunt.com
Construction Manager	Pat Espericueta				

Project Owner	Hidalgo County Urban County Program		Project Name	Flood Drainage Improvements Project 15th St Phase 1	
General Description of Project	Installation of drainage street improvements				
Project Cost	$ 515,555.00		Date Project	2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County				
Designer	Javier Hinojosa	P.E.	JAVIER HINOJOSA ENGINEERING	956-668-1588	javier@javierhinojosaeng.com
Construction Manager	Pat Espericueta				

Project Owner	Graciela Estates LLC		Project Name	Bellawoods Phase I & II Subdivision	
General Description of Project	Installation of water, sewer, drainage improvements				
Project Cost	$2,266,414.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eder Espinoza	Joe Perales	Pat Espericueta	Karen Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hollis Rankin III	P.E.	Graciela Estates LLC		
Designer	Raul E. Garcia,	P.E., R.P.L.S	R.E. Garcia & Associates	(956)381-1061	regaassoc@aol.com
Construction Manager	Pat Espericueta				

Please find attached: Resumes

Schedule C– Key Individuals

Project Manager			
Name of individual		**Please find attached Resumes**	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE 5125 COMPANY

A special meeting of the Board of Directors of The 5125 Company was held on January 06, 2026 at 3914 Rio Grande Care Edinburg, TX 78541. All directors were present.

The meeting, having been duly convened, was ready to proceed with its business whereupon it was:

RESOLVED, that Pat Espericueta, President of the Corporation, is authorized to sign on all documents, including bids and contracts in connection with City of Edinburg Brennaaleen Cedar Detention Pond Project Phase III. in Hidalgo County, Texas.

There being no further business for consideration, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: January 06, 2026

(Corporate Seal)

Secretary

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 6th day of January, 2026.

The 5125 Company
Name of Bidder

Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Equipment List will be provided upon award		

THE CITY OF Edinburg

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER

Executed this: 6th Day of : January 20. 26

By: Pat Espericueta

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

MARIA TERESA BERNAL
Notary ID #133153344
My Commission Expires
June 11, 2029

Subscribed and sworn to before me this: January 6, 2026

NOTARY PUBLIC

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

THE 5125 COMPANY

HUB WBE MBE CERTIFIED UTILITY CONTRACTOR

01/06/2026

City of Edinburg
415 W University Dr.
Edinburg, Texas 78539

Dear [***City of Edinburg***]:

The undersigned party certifies that [***The 5125 Company***] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Pat Espericueta
Printed name

Signature

President
Position in bidding company

01-06-2026
Date

THE CITY OF Edinburg

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

WILL BE PROVIDED UPON AWARD

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**
Bond Bond Amount: **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Pat Espericueta, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

The 5125 Company
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on January 6, 2026.
[Date]

MARIA TERESA BERNAL
Notary ID #133153344
My Commission Expires
June 11, 2029

[Notary Seal]

Notary Public in and for the State of TEXAS

Maria Teresa Bernal
[Print or type Notary Public name]

My Commission Expires: June 11, 2029
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: **The 5125 Company**
State of Incorporation: **Texas**
Mailing Address: **3914 Rio Grande Care Road Edinburg, TX 78541**

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: **N/A**
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: **N/A**
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Pat Espericueta, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

01/06/26
[Typed Date]

END OF DOCUMENT

THE CITY OF Edinburg

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

The 5125 Company

[Typed Name of Company:]

Pat Espericueta, President

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

01/06/26

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

Core Data

Actions

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Taxpayer Information
    - Points of Contact
  - Assertions
  - Reps and Certs (FAR/DFARS)

Entity Information

THE 5125 CO

● Active Registration

Unique Entity ID
GKQANKR13QV2

CAGE/NCAGE
4XW35

Expiration Date
Sep 8, 2026

Physical Address
3914 Rio Grande Care RD
Edinburg, Texas
78541-4381, United States

Mailing Address
3914 Rio Grande Care RD
Edinburg, Texas
78541-4381, United States

Purpose of Registration
All Awards

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

01/06/26

Company/Vendor Name:

The 5125 Company

Printed Name and Title:

Pat Espericueta

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

- ☑ I have no conflict of interest to disclose
- ☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: **01/06/26**

Company/Vendor Name: **The 5125 Company**

Printed Name and Title: **Pat Espericueta, President**

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: **The 5125 Company**

Address and Zip Code: **3914 Rio Grande Care Road Edinburg, TX78541**

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Pat Espericueta, President
(Name and Title of Signer – please type)

Signature

01/06/26
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official:

Name of Contractor's Authorized Official: **Pat Espericueta**

Title of Contractor's Authorized Official: **President**

Date: **01/06/26**

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.

Pat Espericueta	**President**
NAME	TITLE
	01/06/26
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

Pat Espericueta, being the first duly sworn, deposes and says that:

1. He/she is **President** (Owner, partner, etc.) **The 5125 Company** (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: **01/06/26**

Title: **President**

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant **The 5125 Company**

Project Number **(956) 583-5125**

Contractor/Engineer **The 5125 Company**

Address, City, State, and Zip **3914 Rio Grande Care Road Edinburg, TX 78541**

Contact Person **Pat Espericueta** Telephone No **(956) 583-5125**

Amount of Contract _____ MBE Percentage **100%** WBE Percentage: **100%**

1. MBE _____ Subcontractor **N/A**
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 01/06/26

Signature: _____

Company Name: The 5125 Company

Title: President

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: **Brennaaleen Cedar Detention Pond Project Phase III** Date: **01/06/26**

Location: **Edinburg, TX** Project No.: **2026-02**

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for **The 5125 Company** in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Karen Rodriguez, whose signature appears below, to supervise the payment

of (my) (our) employees beginning _____, 20____: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

Karen Rodriguez
(Signature of Appointee)

The 5125 Company
(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	**President** (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Title 29 – Labor Regulations

Title 29 – LABOR

Subtitle A – Office of The Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sect. Name
3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 3.1 - Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

As used in the regulations in this part:
(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance'', or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
(c) The requirements of this section shall not apply to any contract of $2,000 or less.
(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting
officer or his authorized representative, and by authorized representatives of the Department of Labor.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;
(2) It is either:
(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
(b) The deduction is not otherwise prohibited by law;
(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
(d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.
(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Federal Contract Provisions

Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part 3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and

regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants foremployment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any

Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

   designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

Federal Register 2 CFR Part 200, Appendix II

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The
non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40
U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

"General Decision Number: TX20250003 09/19/2025

Superseded General Decision Number: TX20240003

State: Texas

Construction Type: Heavy

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	09/19/2025

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46 **	
FORM BUILDER/FORM SETTER		

(Structures).....$ 12.30 **

FORM SETTER (Paving & Curb)......$ 12.16 **

LABORER
Asphalt Raker.....$ 10.61 **
Flagger.....$ 9.10 **
Laborer, Common.....$ 9.86 **
Laborer, Utility.....$ 11.53 **
Pipelayer.....$ 11.87 **
Work Zone Barricade
Servicer.....$ 12.88 **

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 13.48 **
Asphalt Paving Machine.....$ 12.25 **
Broom or Sweeper.....$ 10.33 **
Crane, Lattice Boom 80
Tons or Less.....$ 14.39 **
Crawler Tractor.....$ 16.63 **
Excavator, 50,000 lbs or
less.....$ 12.56 **
Excavator, over 50,000 lbs..$ 15.23 **
Foundation Drill, Truck
Mounted.....$ 16.86 **
Front End Loader Operator,
Over 3 CY.....$ 13.69 **
Front End Loader, 3 CY or
less.....$ 13.49 **
Loader/Backhoe.....$ 12.77 **
Mechanic.....$ 15.47 **
Milling Machine.....$ 14.64 **
Motor Grader Operator,
Rough.....$ 14.62 **
Motor Grader, Fine Grade....$ 16.52 **
Scraper.....$ 11.07 **

Servicer.....$ 12.34 **

Steel Worker (Reinforcing).....$ 14.07 **

TRUCK DRIVER
Lowboy-Float.....$ 13.63 **
Single Axle.....$ 10.82 **
Single or Tandem Axle Dump..$ 14.53 **
Tandem Axle Tractor with
Semi Trailer.....$ 12.12 **

WELDER.....$ 14.02 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Contractor’s Guide to Prevailing Wage Requirements

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects

January 2012
Previous versions obsolete

HUD Form 4230A
Report Additional Classification Rate

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (*name and address of requesting agency)*

City of Edinburg
415 W. University Drive
Edinburg TX 78541

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

☐ **Building** ☐ **Residential**
☐ **Heavy** ☐ **Other (specify)**
☐ **Highway**

6. WAGE DECISION NO. (include modification number, if any)

☐ **COPY ATTACHED**

7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Michelle L. Mendoza

Agency Representative
(Typed name and signature)

Date

956-388-8206
Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

Sample Payroll and other Employer Documentation

INSTRUCTIONS FOR PREPARATION OF PAYROLL FORM WH-347

1. Make certain all items in the heading are completed, including payroll number and project number. (Shaded area of Form)

2. Include the name, address, and social security number of each employee the first time such employee is listed on a payroll report.

3. For equipment operators and truck drivers, include a brief but clear description of the equipment the employee is operating. (This is to be shown on each payroll report.)

4. Show the hours and the wages actually worked on the project separate from the employees' total wages for the week. To illustrate: "John Doe" worked on the project 18 hours and on other projects for the same contractor 22hours. (18 x $6.45 = $116.10 earned this project, $239.30 gross amount earned all projects.)

5. When fringe benefits are sent to an approved program, they need not be included in the rate of pay. Employees John Johnson and Bill Thomas illustrate this point. John Johnson receives $5.90 per hour, an additional $0.66 is being sent to approved plan - indicated by marking box (a) of paragraph (4) on the Statement of Compliance. Cement Mason, Bill Thomas receives the fringe benefits required in cash - the total rate of pay shown must be equal to the wage rate for that classification plus fringe benefits. $5.90 (wage rate) plus $0.66 (fringe) - $6.56 indicated by marking box (b) of paragraph (4) on the Statement of Compliance.

6. When an individual performs work on the project in more than one classification within the same workweek, have that individual sign the payroll report by his name or submit a copy of his time card with the payroll report if a lower rate of pay per hour is applicable. The employee must be entered on the payroll separately for each classification he/she performed in. Employee Tom Thompson illustrates this point.

7. When a valid subcontractor works with his employees on the job, he will be listed with his employees on each payroll. However, he need only show his name as owner. EXAMPLE: I.M. Boss (Owner). If the subcontractor has no employees and performs alone on the project, he should submit a letter stating that he is the owner and has no employees. He/she must still submit a time sheet. When working owners/ operators (partners, co-owners, corporation officers, etc.) perform work on the project, they must show daily and total hours worked (Always show exact work classification.)

8. Submit an apprenticeship certification with the payroll report on which apprentice IS FIRST REPORTED. Indicate step of apprenticeship and what percentage of the journeyman wage he is receiving.

9. It is the General Contractor's responsibility to submit correct payrolls. The General Contractor should therefore compare the wage rate shown on EACH SUBCONTRACTOR'S payroll with the required rate shown on the wage determination for this project. If there are underpayments, restitution should be required and the payroll report corrected prior to submitting it to the Contracting Agency.

10. Payroll Form: Contractors are urged to use the Department of Labor Form WH-347, Payroll. The text of the "weekly statement with respect to the payment of wages," which is required by regulations of the Secretary of Labor, appears in EXHIBIT VIII-T, (Department of Labor Form WH-348). A contractor may use an appropriate payroll form of his own choice, but he must report ALL required items of information and he must attach a copy of the weekly statement, using either Department of Labor Form WH-348, Statement of Compliance, which contains the weekly statement and related instructions, or any form containing the statement in the identical wording contained in Forms WH-347 and WH-348.

11. In the event any contractor sees he will be employing a trade for which a wage is not listed on the wage determination, it should be brought immediately to the attention of the Contracting Agency so that a wage rate determination for that trade can be made at the earliest possible date. A HUD 4230A, EXHIBIT VIII-E, should be completed, so that a rate can be established.

12. Submission of Payrolls: Each contractor or subcontractor shall submit to the Contracting Agency a completed payroll for EACH WORKWEEK FROM THE TIME HE BEGINS WORK ON A PROJECT UNTIL WORK IS COMPLETED. The initial and final payrolls shall be identified accordingly. If no work is done on the project during a given week, submit a certified payroll stating "no work this week."

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO. Number Wage Restituion	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SAMPLE REPORT

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR [x] OR SUBCONTRACTOR [ ]
ACES CONSTRUCTION COMPANY, INC.

ADDRESS
1776 America Street; Anytown, Montana 59604

PAYROLL NO: #1 (Show # and FINAL at end)
FOR WEEK ENDING: July 4, 1983
PROJECT AND LOCATION: Happy Valley Manor - Anytown, MT 59604
PROJECT OR CONTRACT NO.: 101-35075-PM-WAH-18

	(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S 28 / M 29 / T 30 / W 1 / TH 2 / F 3 / S 4 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	STATE W / H	VAC FUND	* OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
(2)	John Doe 521-44-7086 1974 Clark Ave. Downtown, MT 59624	1	Foreman Carpenter **	O	2 2 1 1	6	10.95	** A working foreman is one who, in addition to his supervisory duties - at least 20% - performs the work of a laborer or mechanic during a substantial part of his work week.							
				S	8 8 8 8 8	40	7.30	357.70	15.18	53.60	8.00	10.00		86.78	270.92
(3)	Dick Brown 544-43-7806 Box 245 Anytown, MT 59601	2	3 cu. yd. Backhoe Operator	O									Ins.		
				S	8 8 8 8 8	40	6.00	240.00	10.00	45.00	5.00		5.00	65.00	175.00
(4)	John Doe 501-44-7086 Anywhere St. Downtown, MT 59624	0	10 cu. yd. Truck Driver	O	(WORKING ON MORE THAN ONE JOB; ONE JOB IS AN FHA PROJECT, STATE: "Circled hours this project")										
				S	4 6 8 4 8 2 8	18 22	6.45	116.10 239.30	10.59	48.00	7.00			65.59	173.71
(5)	Bill Thomas 515-38-1005 1050 Clearbridge St. Somewhere, MT 59011	1	Cement Mason	O	(FRINGE BENEFITS)										
				S	8 8 8 8	32	6.56	209.92	-- Fringe Benefits Paid in Cash						
	John Johnson 505-43-5478 515 Broadway Anytown, MT 59601	2	Cement Mason	O											
				S	8 8 8 8	32	5.90	188.80	-- Fringe Benefits Paid Into an Approved Fund or Plan						
(6)	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903	2	Laborer	O	(DUAL CLASSIFICATION: Worker must be entered on payroll twice and sign by the lower rate of pay received.)										
				S	4 7 8	19	4.95	94.05							
	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903		Cement Mason	O				123.90							
				S	4 1 8 8	21	5.90	217.95	10.80	15.90	5.80	10.00		42.50	175.45
(7)	Harry Jamison 555-44-3372 Box 333 Friendly, MT 59526		(Owner) Tile Setter	O	(WORKING OWNER: Must show the daily and total hours worked on the site.)										
				S	8 8 8 8 8	40									
(8)	Joe Smith 527-38-7537 730 - 3rd Street Anytown, MT 59601	0	Apprentice Carpenter 1st Step - 55%	O	(APPRENTICES: Apprenticeship Certificate Showing Dept of Labor Certification Must Be Submitted With the First Payroll The Apprentice Appears On.)										
				S	8 8 8 8	32	4.02	128.64	5.00	8.00	2.00			15.00	113.64

**ALL DEDUCTIONS UNDER "OTHER" SUCH AS PURCHASES, ADVANCES, BONDS, ETC. MUST BE IDENTIFIED AND SUPPORTED BY A SIGNED STATEMENT FROM THE EMPLOYEE AUTHORIZING SUCH DEDUCTIONS WITH THE TOTAL AMOUNT AND REPAYMENT AMOUNT.

SAMPLE REPORT

Date _____

I, Samantha Sammons (Name of signatory party), Bookkeeper (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Ace Construction Company (Contractor or Subcontractor) on the Happy Valley Manor (Building of work)

101-35075 ; that during the payroll period commencing on the 28th day of June , 19 83 and ending the 4th day of July 19 83 , all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Ace Construction Company (Contractor or Subcontractor) from the full weekly wages earned by any person and that

no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA, Federal, and State

Other: Vacation and Insurance

BE SURE TO INCLUDE EXPLANATION AND SIGNED STATEMENT FOR ALL "OTHER" DEDUCTIONS.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

John Johnson) (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH (Bill Thomas)

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Exceptions must be approved.	Use this space for any special
Send copy of plan.	or unusual circumstances which
	affects wages or employees.

Remarks

Additional space which can be used for explanations.

NON-COVERED JOB CLASSIFICATIONS: Workers performing the following classifications are not subject to the prevailing wage requirements - Project Superintendent, Project Engineer, Supervisory Foreman, Watchman, Waterboy, Messenger, and Clerical workers such as timekeepers, payroll clerks, and bookkeepers.

NAME AND TITLE	SIGNATURE
Samantha Simmons Bookkeeper ***	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

***** AN AUTHORIZATION FORM OR LETTER MUST BE SUBMITTED FOR ANYONE SIGNING PAYROLLS OTHER THAN AN OFFICER OF THE COMPANY.**

Record of Employee Interview

U.S. Department of Housing and Urban Development
Office of Labor Relations

OMB Approval No. 2501-0009
(exp.0 /30/201)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential**.

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

CONFIDENTIAL

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Previous editions are obsolete **Form HUD-11 (08/2004)**

PAYROLL DEDUCTION AUTHORIZATION FORM

This is authorization to the _____

_____ to deduct from my paycheck $_____.

*This is for item number as shown below:

Repayment of

1. Loan
2. Retirement
3. Advance on Wages
4. Savings
5. Saving Bonds
6. Uniforms
7. Credit Union
8. Profit Sharing
9. Donations to Agencies
10. Insurance Premiums
11. Union Dues

*This deduction is to be made:

Check Appropriate Box	
	One Time Only
	Weekly
	Bi-Weekly
	For _____Weeks

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

PERMISSIBLE PAYROLL DEDUCTIONS

The “Anti-Kickback” regulations of the Copeland Act permit the following deductions from the workman’s weekly wages:

1. Where required by Federal, State or Local Statutes.

2. Bona fide payment of wages without discount of interest.

3. Deductions required by court process, provided such deduction is not in favor of the contractor, subcontractor, or any affiliated person, or where collusion exists.

4. The purchase price of United States Notes, Stamps and Bonds.

5. The repayment of loans to or the purchase of shares in, credit unions organized and operated in accordance with Federal or State statutes.

6. Contributions to a Federal Government or quasi-governmental agency.

7. The payment of dues or premiums to unaffiliated associations for medical or hospitalization insurance where the employer is not required by law to supply such benefits.

8. Contributions to the Red Cross and Community Chests.

9. Regular union initiation fees and membership dues where a collective bargaining agreement provides for such deductions. (This does not include work permits or special assessments.)

STATEMENT OF NON-PERFORMANCE

Payroll Number: _____

I, _____, _____ do hereby state that
(Name of Signatory party) (Title)

NO PERSONS employed by _____ performed work on
(Name of submitting company)

the construction project known as _____

for the payroll period commencing on the _____ day of _____, _____
(1st date of week) (month)

and ending on the _____ day of _____, _____.
(last date of week) (month)

_____
Signature of Authorized Person

_____
Date

*THIS STATEMENT IS NOT REQUIRED TO BE SUBMITTED UNTIL AFTER SUBMISSION OF THE INITIAL PAYROLL REPORT

SECTION 3 REQUIREMENTS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 which ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low and very low-income persons.

The City of Edinburg is committed to promoting employment, contracting, and training opportunities to low and very low income individuals and to business concerns who employ such individuals.

WHICH CITY OF EDINBURG PROJECTS ARE SUBJECT TO SECTION 3 REQUIREMENTS?

Section 3 projects include housing rehabilitation, housing construction and other public construction (infrastructure, public facilities, park improvements etc.) assisted under the Community Development Block Grant Program (CDBG) when the total funding amount exceeds $200,000.

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last 6 months:

1. At least 51% owned and controlled by low or very low income persons; or
2. Over 75% of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If your business meets the criteria as noted above, please register as a Section 3 Business Concern on the HUD Section 3 Business Registry database here:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/What

***Please note that registry on this database DOES NOT GUARANTEE contract preference. The City of Edinburg must still review and verify the attached certifications and provide final approval.**

WHO IS A LOW INCOME PERSON?

To determine if a person is considered low-income, please refer to the HUD Individual Income Limits included in the attached Section 3 Eligibility Guidelines.

WHO IS A "SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild Participant.

WHO IS A "TARGETED SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
   - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
   - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[VCCS, LLC.] RESPONSE DOCUMENT REPORT

BID No. 2026-02

Brennaaleen Cedar Detention Pond Project - Phase III

RESPONSE DEADLINE: January 6, 2026 at 3:00 pm

Report Generated: Thursday, January 15, 2026

VCCS, LLC. Response

CONTACT INFORMATION

Company:
VCCS, LLC.

Email:
oscar@vccsllc.com

Contact:
Oscar Boeta

Address:
3314 Prestwick St
La Feria, TX 78542

Phone:
N/A

Website:
N/A

Submission Date:
Jan 6, 2026 1:54 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 24, 2025 2:02 PM by Oscar Boeta

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

VCCS_Proposal_Brennaaleen_Cedar.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

COI_VCCS.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Company_Providing_Proposal.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_form.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_bill_13_verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_verification.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_of_interest_questionnaire.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

Reference_from_owner_for_past_performance.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

Bid_Bond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Statement_of_Bidder's_Qualifications-_Edinburg.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Certificate_of_Bidder_Experience.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Equipment_&_Material_Suppliers_List.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

City_of_Edinnburg_Non-bribbery_form.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K - Performance Bond.pdf

Performace_Bond.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

Payment_Bond.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Bonds_and_Certificates_affidavit_of_Insurance.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Form_of_Business.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Certification_Regarding_Debartment.pdf

6. CDBG Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Pass

Please download the document below, complete, and upload.

- 1. SAM.UEI.Vendor Informati...

System_for_Award_Management_Registration.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 2. Conflict of Interest Dis...

City_of_Edinburg_Conflict_of_interest.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 3. CDBG Affidavit.pdf

Community_Development_Block.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 4. EEO Certification.pdf

Certification_of_Bidder_equal_employment.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 5. Clean Air & Water Certif...

Clean_Air_and_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 6. Non-Lobbying Certificati...

Certification_of_Non-Lobbying_activities.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

Non_Collusion_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Pass

Please download the document below, complete, and upload.

- 8. Minority-Owned, Women-Ow...

Information_Regarding_the_use_of_minority.pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 9. Build America, Buy Ameri...

Buy_America_Requirements.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATE FROM CONTRACTOR/SUBCONTRACT FORM AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 10. Contractor-Subcontracto...

Certificate_From_contractor_desginating_officer_employee.pdf

7. Information Only

PLEASE READ THE TITLE 29-LABOR REGULATIONS - INFORMATION ONLY
Please read - Information Only

- APPLICABLE_REGULATIONS_INFO...

No response submitted

PLEASE REVIEW THE ATTACHED WAGE DECISION TX2025-0003 DOCUMENT -INFORMATION ONLY
Please read - Information Only

- Applicable_Project_Wage_Dec...

No response submitted

PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS - INFORMATION ONLY
Please read - Information Only

- DBLS_INFORMATION_ONLY.pdf

No response submitted

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

No response submitted

PRICE TABLES

DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$15,450.00	$15,450.00
2	Traffic Control	1	LS	$1,730.00	$1,730.00
3	Manhole	3	EA	$3,960.00	$11,880.00
4	Inlet Type A	1	EA	$3,780.00	$3,780.00
5	Inlet Type CC	1	EA	$4,420.00	$4,420.00
6	Type A Inlet w/ Extension	5	EA	$4,680.00	$23,400.00
7	24" R.C.P. Class III Rubber Gasket	774	LF	$100.00	$77,400.00
8	18" R.C.P. Class III Rubber Gasket	383	LF	$98.50	$37,725.50
9	18" R.C.P. Safety End Treatment	1	EA	$1,820.00	$1,820.00
10	SW3P Plan & Implementation	1	LS	$7,530.00	$7,530.00
11	Removal of R.C.P.	29	LF	$36.00	$1,044.00
12	Trench Protection	343	LF	$6.50	$2,229.50
13	Stabilized Backfill	247	CY	$59.10	$14,597.70
14	Project Sign (4'x8')	1	LS	$450.00	$450.00
TOTAL					**$203,456.70**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	460	SY	$43.00	$19,780.00
2	Remove Curb & Gutter	102	LF	$10.90	$1,111.80
TOTAL					**$20,891.80**

VALLEY CIVIL CONSTRUCTION SERVICES

Service Provider:
Oscar G. Boeta
VCCS, LLC.
10966 Business 83
La Feria, Texas 78559
Phone: (956) 404-5787
oscar@vccsllc.com

Client:
Purchasing Department
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539
Phone: (956) 388-8202

Project: 2026-02 Brennaaleen Cedar Detention Pond Project - Phase III

Biditem	Description	Bid Quantity	Unit	Unit Price	Total
1	Mobilization/Bonds/Insurance	1.00	LS	$ 15,450.00	$ 15,450.00
2	Traffic Control	1.00	LS	$ 1,730.00	$ 1,730.00
3	Manhole	3.00	EA	$ 3,960.00	$ 11,880.00
4	Inlet Type A	1.00	EA	$ 3,780.00	$ 3,780.00
5	Inlet Type CC	1.00	EA	$ 4,420.00	$ 4,420.00
6	Type A Inlet w/ Extension	5.00	EA	$ 4,680.00	$ 23,400.00
7	24" R.C.P. Class III Rubber Gasket	774.00	LF	$ 100.00	$ 77,400.00
8	18" R.C.P. Class III Rubber Gasket	383.00	LF	$ 98.50	$ 37,725.50
9	18" R.C.P. Safety End Treatment	1.00	EA	$ 1,820.00	$ 1,820.00
10	SW3P Plan & Implementation	1.00	LS	$ 7,530.00	$ 7,530.00
11	Removal of R.C.P	29.00	LF	$ 36.00	$ 1,044.00
12	Trench Protection	343.00	LF	$ 6.50	$ 2,229.50
13	Stabilized Backfill	247.00	CY	$ 59.10	$ 14,597.70
14	Project Sign (4'x8')	1.00	LS	$ 450.00	$ 450.00
15	Cut & Restore	460.00	SY	$ 43.00	$ 19,780.00
16	Remove Curb & Gutter	102.00	LF	$ 10.90	$ 1,111.80
	TOTAL				**$ 224,348.50**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-
CONTACT NAME:	COMMERCIAL DEPT
PHONE (A/C, No, Ext):	(956)685-1937 **FAX (A/C, No):** (956)702-7556
E-MAIL ADDRESS:	INFOCL@VIP-INS.NET
INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A : Kinsale Insurance Company	38920
INSURER B : Texas Mutual Insurance Co	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	VCCS, LLC 3314 PRESTWICK ST. EDINBURG TX 78542-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	0100305335-1	06/06/2025	06/06/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	0002111842-25	06/07/2025	06/07/2026	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AI 130906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax: ( ) -

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/24/25

Company/Vendor Name: VCCS, LLC

Printed Name and Title: Oscar Boeta / Managing Member

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: VCCS, LLC
(Full, correct legal name)

- Address: 10966 BUS 83, LA FERIA, TX 78596
- Telephone/Fax: (956) 277-0017
- Email address: Oscar@vccsllc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No____

4. Where is the Company's corporate headquarters located? LA FERIA, TEXAS

5. a. Does the Company have an office located in Edinburg, Texas? Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 6 (years) 3 (months)

c. State the number of full-time employees at the Edinburg office. 2

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: OSCAR BOETA
Address: 10966 BUS 83, LA FERIA, TX 78596
Telephone: (956) 404-5787
Fax: _____
Email: oscar@vccsllc.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
AVRO Logistics, LLC

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Oscar Boeta, the undersigned representative of VCCS, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Oscar G. Boeta / Member

TYPE/PRINT NAME AND TITLE:

12/24/25

DATE:

SENATE BILL 13 VERIFICATION

I, Oscar Boeta, the undersigned representative of VCCS, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Oscar Boeta / Member

TYPE/PRINT NAME AND TITLE:

12/24/25

DATE:

SENATE BILL 19 VERIFICATION

I, Oscar Boeta, the undersigned representative of VCCS, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

OSCAR BOETH / MEMBER

TYPE/PRINT NAME AND TITLE:

12/24/25

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

VCCS, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

OSCAR BOETH

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory	Signature	Date
	OSCAR BOETH	12/24/25

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Santa Anna Subdivision

Reference Company Name: SM Logistic

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes X No___
3. Provided completed warranty documents and performed warranty items timely: Yes X No___
4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory ____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No___

Signature: _____

Printed Name: Carlos San Martin

Date: 12/23/2025

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder VCCS, LLC Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]** 10966 BUS 83, LA FERIA, TX 78596	**Surety** Great Midwest Insurance Company Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 800 Gessner Rd.
Owner Name: **[Full formal name of Owner]** City of Edinburg Address *(principal place of business)*: **[Address of Owner's principal place of business]** 101 N 7th Ave Edinburg, TX 78539	**Bid** Project *(name and location)*: City of Edinburg 101 N 7th Ave Edinburg, TX 78539 **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]** January 06, 2026

Bond

Penal Sum: **[Amount]**

Date of Bond: **[Date]** December 19, 2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
VCCS, LLC *(Full formal name of Bidder)*	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: OSCAR BOETA *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: MEMBER	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

SEE ATTACHED BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

VCCS, LLC.
10966 Business 83
La Feria, TX 78559

OWNER:
(Name, legal status and address)
City of Edinburg
101 N 7th Ave
Edinburg, TX 78539

BOND AMOUNT:
5% Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Edinburg Bid #2026-02 Brennaaleen Cedar Detention Pond Project Phase III

SURETY:
(Name, legal status and principal place of business)
Great Midwest InsuranceCompany
800 Gessner Rd., Suite 600
Houston, TX 770224

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of December 2025

(Witness)	VCCS, LLC. *(Principal)* *(Seal)*
	(Title) Luis Martinez, Managing Member
(Witness)	Great Midwest InsuranceCompany *(Surety)* *(Seal)*
	(Title) Attorney-in-Fact Michael Benitez

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Andres Alvarez, Philip Young, Ruby Hernandez, Michael Benitez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC — STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of December 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	VCCS, LLC		
Corporate Office			
Name:	Oscar Boeta	Phone number:	(956) 277-0017
Title:	Member	Email address:	oscar@vccsllc.com
Business address of corporate office:	10966 BUS 83 La Feria, Tx, 785[illegible]59		
Local Office			
Name:	Oscar Boeta	Phone number:	(956) 404-5787
Title:	Member	Email address:	oscar@vccsllc.com
Business address of local office:	3314 Prestwick St. Edinburg, Tx 78542		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☒ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2019	State in which Business was formed:	Tx
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Oscar Boeta	Title:	Member
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ 5,000,000
Name:	Luis Martinez	Title:	Member
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ 5,000,000
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☒ Disadvantaged Business Enterprise	TxDOT	2020
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Carlos Mauny / Luis Martinez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	2027

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Great Midwest Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	800 Gessner Rd, Suite 600 Houston, TX, 770024

Physical Address (principal place of business):	800 Gessner Rd, Suite 600 Houston, TX, 770224		
Phone (main):	713 973-0226	Phone (claims):	713-973-0226

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Kinsale Insurance Company	Commercial General Liability
Texas Mutual Insurance	Workers Comp
Accisure / Clear Blue Insurance	Automobile Liability
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No

Mailing Address (principal place of business):	PO Box 3783 McAllen TX 78502		
Physical Address (principal place of business):	400 W Express Way 83 San Juan TX 78589		
Phone (main):	956-685-1437	Phone (claims):	956-685-1937

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	20
Estimate of revenue for the current year:	1,700,000
Estimate of revenue for the previous year:	1,043,810

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	15+			
As a general contractor:	5	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: VCCS LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Luis Martinez
(typed or printed)

Title: Managing Member
(typed or printed)

Date: 12/29/25
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices: 10966 Business 83, La Feria, TX, 78559

Designated Representative:

Name: Luis Martinez
(typed or printed)

Title: Managing Member
(typed or printed)

Address: 10966 Business 83, La Feria, TX, 78559

Phone: 956-777-0017

Email: luis@vcesllc.com

Schedule A—Current Projects

Name of Organization	~~Riverwood Subdivision~~ VCCS LLC			
Project Owner	Spaceland Investments, LLC	Project Name	Riverwood Subdivision	
General Description of Project	Construction of residential Subdivision 29.25 Acres			
Project Cost	1,276,743.40	Date Project	August 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Emiliano Garcia	Luis Martinez	Oscar Botello

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Mark Sulbaran	Owner	MS Construction	956-408-6974	marksulbaran@msconstructionservices.com
Designer	Mario Reyna	Member	Melden & Hunt	956-381-0981	
Construction Manager	Juan Celis	Manager	MS Construction	956-590-3102	juanfcelis@gmail.com

Project Owner	City of Brownsville	Project Name	Old Hwy 77	
General Description of Project	Roadway, stormwater and utilities from Morrison Rd to Ruben Torres Blvd			
Project Cost	904,083.15	Date Project	October 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Mitch Kelly	Mitch Kelly	Oscar Botello

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Doroteo Guerra	Engineer	City of Brownsville	956-541-1012	Doroteo.Guerra@brownsvilletx.gov
Designer	Sarah DeBerry	Engineer	Hanson Professional Services	956-541-1155	SDeBerry@hanson-inc.com
Construction Manager	Brandon Byus	Project Manager	Mylco Contracting	361-561-6256	brandon@mylcocontracting.com

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	VCCS LLC			
Project Owner	City of Lu Feria	Project Name	Lu Feria Water Plant	
General Description of Project	Installation of Water line on Water Plant			
Project Cost	117,010.00	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Joe Castillo	Luis Martinez	Oscar Botello

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jaime Sandoval	City Manager	City of Lu Feria	956-797-2261	jsandoval@cityofluferia.com
Designer	George Luzuro	Engineer	Fulcrum Consulting	956-272-8103	geluzuro@aol.com
Construction Manager	Gustavo Rey	Engineer	Fulcrum Consulting	956-272-8103	grey@fulcrum-cs.com

Project Owner	Alpeq Development LLC	Project Name	Santa Anna Subdivision - San Juan TX	
General Description of Project	Construction of residential subdivision, consisting of water, sewer, storm drain and roadway			
Project Cost	1,368,062.74	Date Project	March 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Lupe Cantu	Luis Martinez	Oscar Botello

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Rene Peña	Owner	Alpeq Development	832-373-4343	rpena@cantuconsultingfirm.com
Designer	Milo Saltrus	Principal	MZ Engineers	956-227-5327	milo@mz-engineers.com
Construction Manager	Hector Moreno	Engineer	MZ Engineers	956-222-7690	hector@mz-engineers.com

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual	Luis Martinez		
Years of experience as project manager	11		
Years of experience with this organization	4		
Number of similar projects as project manager	15+		
Number of similar projects in other positions	25+		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Riverwood Subdivision	25%	July 2026	
Old Hwy 77	25%	December 2026	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ricardo Guzman	Name	Rogelio Hernandez
Title/Position	Project Manager	Title/Position	Owner
Organization	Positivo Civil	Organization	Garza & Hernandez Engineering
Telephone	956-209-1419	Telephone	956-212-3898
Email	rguzman@positivoinc.com	Email	rogelio@garzahernandez.com
Project	Milagro Subdivision	Project	Multiple
Candidate's role on project	Project Manager	Candidate's role on project	Engineer

Project Superintendent			
Name of individual	Emiliano Garcia		
Years of experience as project superintendent	25+		
Years of experience with this organization	2+		
Number of similar projects as project superintendent	40+		
Number of similar projects in other positions	70+		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Riverwood Subdivision	25%	July 2026	
Old Hwy 77	25%	December 2026	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Diego Gonzalez	Name	Cesar Garcia
Title/Position	Regional Director - Structures	Title/Position	Superintendent
Organization	Forecast Paving	Organization	Positivo civil
Telephone	956-342-0453	Telephone	956-227-7026
Email	diego@fpi-tex.com	Email	cigarcia@positivoinc.com
Project	Borderwall Projects	Project	US 77 Hwy - Kenedy County
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Safety Manager	Same as Project Manager (Luis Martinez)		
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual	Oscar Bootz		
Years of experience as project superintendent	8+		
Years of experience with this organization	4		
Number of similar projects as project superintendent	6		
Number of similar projects in other positions	8		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Rivercrest Subdivision		25%	July 2026
Old Hwy 77		25%	December 2026

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Sebastian Sulinas	Name	Jose Cerda
Title/Position	Project Manager	Title/Position	Owner
Organization	SAM CS	Organization	Cerda & Sons LLC
Telephone	956-479-8151	Telephone	956-854-3020
Email	Sebastian.Sulinas@SAM-CS.biz	Email	jose@cerdaandsonsutilityconstruction.com
Project	I2-I69 Interchange, Pharr TX	Project	Multiple Projects
Candidate's role on project	Project Engineer	Candidate's role on project	Project Manager

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 24 day of December, 2025.

OSCAR ROETA
Name of Bidder

Signature of Bidder

MANAGING MEMBER
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
2013 John Deere 770G Motograder	✓	
2015 John Deere 250G Excavator	✓	
2014 CAT 336F Excavator	✓	
2017 Volvo Sheep Foot	✓	
2019 John Deere 310SL Backhoe	✓	
2016 CAT Smooth roller	✓	
2015 Watertruck	✓	
2008 Sheepfoot		Villareal Construction
2016 CAT Paver		GMW
2016 Freightliner Cascadia	✓	
2016 Freightliner Cascadia	✓	
2018 International	✓	
2019 Loader		GMW
2010 Bomag Mixer	✓	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Slurry Lime	Valley Materials & Trucking, LLC
Rebar & Miscellaneous	CMC
PVC & Manholes	ACT
PVC & Manholes	Core & Main
PVC & Manholes	Aquaworks
PVC & Manholes	Ferguson
RCP	Rio Grande Valley Pipe
Concrete	CAPA
Inlets & Manholes	L&R
Concrete	Royal Ready Mix
RCP, Inlets & Manholes	Royal Ready Mix
Flexbase	CAPA
Asphalt	CAPA
Oil & Emulsifies	Valero
Flexbase	Martin Marietta
Asphalt	Valley Asphalt
Concrete	VMK
Silt Fence	GEO Solutions
Geogrid	GEO Solutions
Signs	Delta Signs

BIDDER

Executed this: 29 Day of: December 20. 25

By: Luis Martinez VCCS LLC

BIDDER

Title: Managing Member

NOTARY PUBLIC

State of Texas

County of: Cameron

ALEJANDRA GONZALEZ
Notary Public, State of Texas
Comm. Expires 05-29-2029
Notary ID 135517697

Subscribed and sworn to before me this: 29th day of December 2025

Alejandra Gonzalez

NOTARY PUBLIC

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]
VCCS, LLC

VCCS, LLC
[*Name and address*] 10966 Business 83,
La Feria, Tx 78596

[*Date*] 12/24/25

Dear [*Name of Owner*] :

The undersigned party certifies that [*Name of bidding company*] complies with the following criteria:

VCCS, LLC

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Oscar Botta
Printed name

Signature

Managing Member
Position in bidding company

12/24/25
Date

Reviewed / If awarded will provide

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

Reviewed / If awarded will provide

PAYMENT BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Cameron § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Luis Sergio Martinez, who
[Affiant]

being by me duly sworn on his oath stated that he is Managing Member, of
[Title]

VCCS, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 29th day of December 2025.
[Date]

ALEJANDRA GONZALEZ
Notary Public, State of Texas
Comm. Expires 05-29-2029
Notary ID 135517697

[Notary Seal]

Alejandra Gonzalez
Notary Public in and for the State of TEXAS

Alejandra Gonzalez
[Print or type Notary Public name]

My Commission Expires: 5/29/2029
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: VCCS, LLC
State of Incorporation: TEXAS
Mailing Address: 10966 BUS 83, LA FERIA, TX 78559

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

OSCAR BOETTA / MEMBER
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/24/25
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

VCCS, LLC
[Typed Name of Company:]

OSCAR BOETH / MEMBER
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/24/25
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ___X___Yes ____No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: V44RV6K8H785

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.

SAM.GOV®

VCCS, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
V44RV6K8H785	**(blank)**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Mar 12, 2026**	
Physical Address	Mailing Address	
10966 Business 83 **La Feria, Texas 78559-4437** **United States**	**3314 Prestwick ST** **Edinburg, Texas 78542** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 14, 2025	**Mar 12, 2025**	**Mar 12, 2025**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 22, 2019	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Partnership or Limited Liability Partnership

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

DOT Certified DBE

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
(blank)

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********43**

Lock Box Number
(blank)

Financial Institution
RALLY CREDIT UNION

Account Number
*********97**

Automated Clearing House

Phone (U.S.)
9564045787

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

VCCS, LLC
3314 Prestwick ST
Edinburg, Texas 78542
United States

Taxpayer Information

EIN
*******6831**

Type of Tax
Applicable Federal Tax

Taxpayer Name
VCCS LLC

Tax Year (Most Recent Tax Year)
2023

Name/Title of Individual Executing Consent
Managing Member

TIN Consent Date
Mar 12, 2025

Address
3314 Prestwick ST
Edinburg, Texas 78542

Signature
Oscar Boeta

Points of Contact

Accounts Receivable POC

Oscar G Boeta, Managing Member
oscar@vccsllc.com
9564045787

Electronic Business

Oscar G Boeta, Managing Member
oscar@vccsllc.com
9564045787

3314 Prestwick ST
Edinburg, Texas 78542
United States

Government Business

Oscar G Boeta, Managing Member
oscar@vccsllc.com
9564045787

3314 Prestwick ST
Edinburg, Texas 78542
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

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: 12/24/25

Company/Vendor Name: VCCS, LLC

Printed Name and Title: OSCAR BOETA / MANAGING MEMBER

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

- ☒ I have no conflict of interest to disclose
- ☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/24/2025

Company/Vendor Name: VCCS, LLC

Printed Name and Title: Oscar G. Boeta / Managing Member

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: VCCS, LLC

Address and Zip Code: 10966 BUSINESS 83, LA FERIA, TEXAS 78559

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No X (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 X (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required X

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.

OSCAR G. BOETA / MANAGING MEMBER
(Name and Title of Signer – please type)

Signature

12/24/2025
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Oscar G. Boeta

Title of Contractor's Authorized Official: Managing Member

Date: 12/24/2025

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OSCAR G. BOETA — NAME

MANAGING MEMBER — TITLE

SIGNATURE

12/24/2025 — DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

OSCAR G. BOETA, being the first duly sworn, deposes and says that:

1. He/she is MANAGING MEMBER (Owner, partner, etc.) VCCS, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 12/24/2025

Title: MANAGING MEMBER

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant N/A

Project Number _____

Contractor/Engineer _____

Address, City, State, and Zip _____

Contact Person _____ Telephone No _____

Amount of Contract _____ MBE Percentage _____ WBE Percentage: _____

1. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____
   _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____
   _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____
   _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____
   _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 12/24/2025

Signature: _____

Company Name: VCCS, LLC

Title: MANAGING MEMBER

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: BRENNALEEN CEDAR DETENTION POND PROJECT - III Date: 12/24/2025

Location: Edinburg Project No.: 2026-02

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for HEAVY CIVIL & UTILITIES in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

LUIS MARTINEZ, whose signature appears below, to supervise the payment

of (my) (our) employees beginning DECEMBER, 2025: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)

VCCS, LLC
(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)

MANAGING MEMBER
(Title)

(Signature)

Managing Member
(Title)

(Signature)

(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.A.
SLCGP2027

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto. [Daniel Vera, Director of Information Technology].

2. **Description:**
The Office of the Governor released the solicitation for the Fiscal Year 2027 State and Local Cybersecurity Grant Program – Mitigation Projects on December 15, 2025. The State and Local Cybersecurity Grant Program (SLCGP) supports cybersecurity efforts to address imminent cybersecurity threats to local information systems, including implementing investments that support local governments with managing and reducing systemic cyber risk associated with the SLCGP objectives. The objective for the SLCGP's Mitigation Projects is to implement security protection commensurate with risk.

The City previously submitted applications to the State and Local Cybersecurity Grant Program – Mitigation Projects in both FY 2025 and FY 2026 at varying funding levels to strengthen its cybersecurity infrastructure and address network security and resiliency needs. In FY 2026, the City was partially funded for the first time in the amount of $224,336.00, with a required 20 percent match of $56,084.00, for a total project cost of $280,420.00. The FY 2026 award will support the procurement and professional configuration of modern network switches and voice gateways, replacing 24 end-of-life switches and nine outdated voice gateway devices across City of Edinburg facilities.

The Information Technology Department seeks to apply for cybersecurity infrastructure, including a secondary firewall, and associated accessories. The grant request is approximately $321,693.19, with a required 30% local match of $137,868.51, for a total project cost of $459,561.70.

If awarded, the required matching funds will need to be appropriated in the IT Department's FY 2026-2027 General Fund Operating Budget, contingent upon the availability of city funds. Procurement will adhere to federal and state guidelines and City policy.

The deadline for the grant application is February 12, 2026. The award notification is anticipated by the Summer 2026. The period of performance for projects selected for funding must begin on or after September 1, 2026, through August 31, 2027.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures related to cybersecurity infrastructure.

3. **Staff's Recommendation:**
Approve Resolution authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Daniel Vera, Director of Information Technology

Attachments:

A. FY 2027 SLCGP Mitigation Projects Resolution Final

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM – MITIGATION PROJECTS AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Office of the Governor is soliciting grant applications for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects which supports cybersecurity efforts to address imminent cybersecurity threats to local information systems, including implementing investments that support local governments with managing and reducing systemic cyber risk associated with the SLCGP objectives.

WHEREAS, the City of Edinburg finds it is in the best interest of the residents to submit a grant application for the Fiscal Year 2027 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects grant funding, with a 30% local match required; and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the grant funds, the City of Edinburg assures that the funds will be returned in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate, and execute any and all documents related to the grant on behalf of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS 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 2027 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects to the Office of the Governor.

SECTION 3: SEVERABILITY: If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its

parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE: This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 3rd day of February, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney

Application Number: 5401002

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.B.
FY 2027 Peace Officer Mental Health Grant Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor under the Fiscal Year 2027 Peace Officer Mental Health Grant Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2027 Peace Officer Mental Health Grant Program on December 15, 2025. The purpose of this program is to provide services and assistance directly to peace officers to address direct and indirect trauma that occurs in the course of their normal duties either as the result of the commission of crimes by other persons or in response to an emergency.

The City was previously awarded this grant for FY 2023 and FY 2025 under the name First Responder Mental Health Grant Program from the Office of the Governor to provide counseling and alternative therapy sessions. For FY 2027, the grant name has been changed to Peace Officer Mental Health Grant Program.

The Edinburg Police Department is requesting approximately $10,000 in funding to support approximately 123 professional therapy and counseling sessions at an estimated rate of $81.25 per session.

No matching funds are required.

The grant will provide professional therapy and counseling services for officers with the objective of improving coping mechanisms/strategies and providing a confidential, specialized, evidence-based approach to treating and reducing stress.

The deadline for the grant application is February 12, 2026. The period of performance is 12 months, beginning October 1, 2026 through September 30, 2027. The award notification is anticipated by Summer 2026.

If awarded, procurement will adhere to federal, state, and City procurement policies.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to The Office of The Governor, under the Fiscal Year 2027 Peace Officer Mental Health Grant, and to Execute Grant Documents Relating Thereto.

Reviewed by: **Prepared by:**

Jaime Ayala, Chief of Police

Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:

A. FY 2027 Peace Officer Mental Health Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, UNDER THE FISCAL YEAR 2027 PEACE OFFICER MENTAL HEALTH GRANT PROGRAM AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor, under the Fiscal Year 2027 Peace Officer Mental Health Grant Program for professional therapy and counseling sessions; and

WHEREAS, the grant requires no local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to apply for, accept, alter, reject, terminate and execute any and all documents related to the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, 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 of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, under the Fiscal Year 2027 Peace Officer Mental Health Grant Program, and accept, alter, terminate and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 3rd day of February 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney

Application Number: 5735401

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.C.
FY 2027 General Victim Assistance Grant Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 General Victim Assistance Grant Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police].

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2027 General Victim Assistance Grant Program on December 15, 2025. The purpose of the grant is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

The City of Edinburg was previously awarded the FY 2023, FY 2024, FY 2025, and FY 2026 General Victim Assistance Grant Program from the Office of the Governor to fund the salary and benefits of a second Crime Victim Liaison. Crime Victim Liaisons are expected to provide direct victim services; and to promote and educate the community and professionals about victim rights and services in an effort to identify and provide or refer them to needed services.

The Police Department is seeking to re-apply in order to continue funding the second Crime Victim Liaison position for another one-year period for FY 2026-2027. The Crime Victim Liaison's salary and fringe benefits are compensated through this grant.

The City is requesting approximately $40,000 to fund the salary, fringe benefits and overtime costs of the second Crime Victim Liaison. A 20% match is required of approximately $10,000 for a total project cost of approximately $50,000.

The matching funds will need to be appropriated through the Police Department's Fiscal Year 2026-2027 General Fund Operating Budget, contingent on funding availability.

The City is responsible to pay any cost over the grant award amount for salaries and fringe benefits. If the grant is not awarded for FY26–27, and the City intends to retain the position, the salary and fringe benefits will be requested through the Police Department's FY 2026-2027 General Fund budget. The City is not required by the grant to retain the position if the grant is not awarded.

The deadline for the grant application is February 12, 2026. The period of performance is 12 months, beginning Oct. 1, 2026 through Sept. 30, 2027. The award notification is anticipated by Summer 2026.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of

the Governor Under the Fiscal Year 2027 General Victim Assistance Grant Program, and to Execute Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:
A. FY 2027 General Victim Assistance Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2027 GENERAL VICTIM ASSISTANCE GRANT PROGRAM AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City Council of the City of Edinburg finds it is in the best interest of citizens to submit a grant application for the Fiscal Year 2027 General Victim Assistance Grant to the Office of the Governor to continue funding the second Crime Victim Liaison position for another one-year period for FY 2026-2027. The Crime Victim Liaison's personnel costs are compensated through this grant; and,

WHEREAS, the Office of the Governor will pay grants on a cost reimbursement basis and the grant requires a 20 percent local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg designates the City Manager, as the grantee's authorized official, and the authorized official is given the power to apply for, accept, alter, reject, terminate and execute any and all grant documents on the behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS:

SECTION 1: **INCORPORATION OF RECITALS.** The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, under the FY 2027 General Victim Assistance Grant Program to fund one (1) Crime Victim Liaison, and accept, alter, terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is

expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 3rd day of February 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Josephine Ramirez-Solis
City Attorney

Application Number: 4429505

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.D.
FY 2027 Project Safe Neighborhoods Grant Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Project Safe Neighborhoods Grant Program and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police].

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2027 Project Safe Neighborhoods Grant Program on December 15, 2025. The program funds projects designed to create and foster safe neighborhoods through a sustained reduction in violent crime, including but not limited to addressing criminal gangs and felonious possession and use of firearms. Applicants are required to develop data-driven strategies to target enforcement efforts in locations with significant violent crime problems and against offenders who are driving the violence.

The City of Edinburg was previously awarded the FY 2023 and FY 2026 Project Safe Neighborhoods Grant from the Office of the Governor to fund overtime and fringe costs for Commissioned Police Officers for targeted and prioritized enforcement in neighborhoods.

The Police Department is seeking approximately $75,000 to compensate overtime and fringe costs for Commissioned Police Officers for targeted and prioritized enforcement in neighborhoods by focusing on the following three areas:

1. Identify locations within the Edinburg Police Department's jurisdiction in greatest need of comprehensive violent crime reduction efforts;
2. Identify offenders who are driving the violence in those locations; and
3. Ensure offenders are prosecuted in the jurisdiction that can provide the most certain and appropriate sanction

No matching funds are required.

The deadline for the grant application is February 12, 2026. The Grant Period of Performance is (1) one year, beginning October 1, 2026 through September 30, 2027. The award notification is anticipated by summer 2025.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and serve the community through organized and comprehensive violent crime reduction efforts.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor under the Fiscal Year 2027 Project Safe Neighborhoods Grant Program and Execute Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:

A. FY 2027 Project Safe Neighborhoods Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2027 PROJECT SAFE NEIGHBORHOODS GRANT PROGRAM AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City Council of the City of Edinburg finds it is the best interest of the citizens to submit a grant application to the Office of the Governor Fiscal Year 2027 Project Safe Neighborhoods Grant Program; and,

WHEREAS, the grant does not require a local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to apply for, accept, alter, reject, terminate and execute any and all documents related to the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS:

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, comply with applicable grant requirements as required by funding source, and accept, alter, terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its

parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 3rd day of February, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Josephine Ramirez-Solis
City Attorney

Application Number: 5356502

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.E.
FY 2027 Criminal Justice Grant Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Criminal Justice Grant Program, and to Execute all Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2027 Criminal Justice Grant Program on December 15, 2025. This program funds projects that promote public safety, reduce crime, and improve the criminal justice system. The Edinburg Police Department (EPD) is requesting 14 portable radios. The radios, including accessories such as remote speaker microphones, chargers, updated batteries, and carry accessory cases will be used to sustain and enhance operations. The portable radios will allow the Police Department to improve communication, reliability, and officer safety by replacing aging radios for all patrol officers.

EPD will request 14 portable radios totaling approximately $143,000 and requires no local match. If awarded, any cost over the grant award amount will need to be considered and appropriated from the Fiscal Year 2027 General Fund.

The City was previously awarded FY 2024 and FY 2026 Criminal Justice Grant Program funding at varying levels from the Office of the Governor to purchase two portable narcotic analytical instruments, and 15 portable radios. However, there are still radios that need to be modernized.

The deadline for the grant application is February 12, 2026. The period of performance is 12 months, beginning October 1, 2026 through September 30, 2027. The award notification is anticipated by Summer 2026.

Procurement will adhere to federal, state, and City of Edinburg Procurement Policies.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor, Under the Fiscal Year 2027 Criminal Justice Grant Program, and to Execute all Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:

A. FY 2027 Criminal Justice Grant Program Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, UNDER THE FISCAL YEAR 2027 CRIMINAL JUSTICE GRANT PROGRAM AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor, under the Fiscal Year 2027 Criminal Justice Grant Program to request fourteen (14) portable radios; and

WHEREAS, the grant does not require a local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to apply for, accept, alter, reject, terminate, and execute any and all documents related to the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, 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 of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, under the Fiscal Year 2027 Criminal Justice Grant Program, and accept, alter, terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED, and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 3rd day of February 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Josephine Ramirez-Solis
City Attorney

Application Number: 5357002

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.F.
FY 2027 Violence Against Women Justice and Training Program Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Violence Against Women Justice and Training Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2027 Violence Against Women Justice and Training Program Grant on December 15, 2025. The purpose of the Fiscal Year 2027 Violence Against Women Justice and Training Grant is to solicit applications for projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence and stalking.

The Police Department is requesting funds to cover overtime and fringe costs associated with educating the community, recertify the eight R.A.D.-certified officers, and purchase student manuals for the classes, including shipping costs. The grant request is approximately $19,250, with a required 30 percent match of $8,250, for a total project cost of approximately $27,500. The local match will need to be budgeted in the Police Department's FY 2026-2027 General Fund Operating Budget, contingent upon the availability of funds.

The City of Edinburg was previously awarded the FY 2022, FY 2025, and FY 2026 Violence Against Women Justice and Training Grant Program. The awarded funds were used to train eight police officers in the Rape Aggression Defense (R.A.D.) program, send officers to out-of-state courses, purchase equipment for the classes, and cover overtime and fringe costs associated with delivering the R.A.D. training to the community.

The deadline for the grant application is February 12, 2026. The period of performance is 12 months, beginning October 1, 2026 through September 30, 2027. The award notification is anticipated by Summer 2026.

If awarded, procurement will adhere to federal, state and City procurement policies.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Violence Against Women Justice and Training Program and Execute Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants

Analyst
Iris Alvarado, Management
Services Administrator

Attachments:

A. FY 2027 VAWA Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2027 VIOLENCE AGAINST WOMEN JUSTICE AND TRAINING PROGRAM GRANT AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City Council of the City of Edinburg finds it is the best interest of citizens to submit a grant application to the Office of the Governor for the Fiscal Year 2027 Violence Against Women Justice and Training Program Grant to seek grant funds to compensate overtime and fringe costs associated with educating the community, recertify the eight R.A.D. officers, and purchase student manuals for the classes, including shipping costs; and,

WHEREAS, the grant requires a 30 percent local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg designates the City Manager, as the grantee's authorized official, and the authorized official is given the power to apply for, accept, alter, reject, terminate and execute any and all grant documents on the behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS:

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor for the Fiscal Year 2027 Violence Against Women Justice and Training Grant Program, and to alter, terminate, accept and execute grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its

parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 3rd day of February 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney

Application Number: 4735404

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.G.
Purchase & Installation : One (1) Backwash Pump

1. **Agenda Item:**
Consider Authorizing the Purchase and Installation of One Backwash Pump from Austin Armature Works, L.P., Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 770-25 in the Amount Not to Exceed $57,168.80. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
In an effort to continue providing efficient and cost-effective procurement for the City of Edinburg, the City participates in several cooperative purchasing programs within the State of Texas, including the Houston-Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, the Texas Department of Information Resources (DIR), and the Texas Facilities Commission (TFC). Participation in these cooperative purchasing entities allows the City to comply with Texas State procurement statutes while leveraging the combined purchasing power of member agencies to secure competitively bid pricing for commodities, goods, and services.

The proposed purchase and installation of one backwash pump at the Edinburg Downtown Water Plant is necessary to ensure full compatibility and reliable operation with the plant's existing treatment systems. The backwash pump plays a critical role in the filter backwash process, which is essential for maintaining filter performance, water quality, and regulatory compliance.

The warranty for the pump and installation will be for one (1) year. The estimated timeline for this installation will be 154 days.

Funding is available within the Fiscal Year 2025-2026 Capital Outlay-Water Treatment Plant.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase and Installation of One Backwash pump from Austin Armature Works, L.P., Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 770-25 in the Amount Not to Exceed $57,168.80.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 1/28/2026	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	New -	Administrative Assistant

Attachments:
A. Agreement - Austin Armature Works

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND AUSTIN ARMATURE WORKS, LP FOR THE REMOVAL AND INSTALLATION OF A BACKWASH PUMP LOCATED AT THE DOWNTOWN WATER PLANT

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and **Austin Armature Works LP**, (hereinafter "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain Work in connection therewith; and,

WHEREAS, Contractor represents that is has the knowledge, ability, equipment, and personnel to properly provide Work needed by the City; and

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to provide the following Work as stated in the agreement and Proposal attached as **Exhibit "**A". Upon receipt of Work to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
WORK OF CONTRACTOR

A. The Contractor agrees to perform the Work, under the terms of this Agreement, and at its own proper cost and expense to furnish all labor, insurance and other accessories and Work necessary to complete the said task in accordance with the conditions and prices stated in the proposal attached as **Exhibit "A".**

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implications to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITES OF CONTRACTOR

A. Contractor shall perform the Work described in **Exhibits "A".**

B. Contractor shall perform its Work with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Work furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in performing the Work. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of Work furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Work performed under this Agreement. In connection with the performance of the Work by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Work as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Work.

E. Contractor will submit monthly progress data for the reporting period. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City.

G. City's review or approval of reports and other Work furnished hereunder shall not in any way relieved Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Work shall be construed as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement.

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Work furnished under this Agreement.

I. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

J. J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION IV

PAYMENT AND FEES

City agrees to pay Contractor for Work herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed **$57,168.80 as listed in Exhibit A** for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate Work performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and /or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensations required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Work, including property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, and interference with Work and related work;

c. Contractor has failed to provide and maintain required insurances;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or cost related to evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Work is defective, requiring correction or replacement;

g. City has been required to correct defective Work or has accepted

defective Work;

h. Liens have been filed in connection with the Work; or

i. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction with 30 day of receiving City's written notice.

E. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Contractor following termination or expiration of this Agreement as defined below, the Contractor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION V
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Work to be performed under it, shall commence within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared complete in a written instrument signed by the City Manager. Work shall be completed in no more than 154 calendar days after the Notice to Proceed. The city shall have the right, in its sole discretion, to extend the term of this Agreement for an additional period of time. If approved by City, City shall provide Contractor with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Work rendered by Contractor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either of both parties hereunder shall so survive the termination, cancellation or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Work hereunder or as such other time as may be requested by City, Contractor shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Work.

E. The City reserves the right to suspend work on the Work, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Work so suspended when directed to so by the City. The City shall have no lability to Contractor except for charges for work performed by Contractor and accepted by the City prior to receipt of notice of suspension of Work. If only a portion of the Work are suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Work under this Section, the City may take over the work and may obtain the Work of another entity to complete the work under this Agreement.

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the

City may suffer financial loss if the Work is not completed within the time **specified in Section V herein, plus any extensions thereof as allowed under this Agreement. Accordingly, instead of requiring any such proof of financial loss, the City and the Contractor agree that, not as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each calendar day after the time to complete the Work specified in Section V, plus any extensions thereof as allowed under this Agreement, the amount corresponding below:**

FOR AMOUNT OF CONTRACT	COST PER CALENDAR DAY
$ 5,000.00 to $ 25,000.00	$100.00
$ 25,001.00 to $ 100,000.00	$200.00
$ 100,001.00 to $ 500,000.00	$250.00
$ 500,001.00 to $1,000,000.00	$300.00
$1,000,001.00 to $2,000,000.00	$400.00
$2,000,001.00 to $3,000,000.00	$500.00
$3,000,001.00 to $4,000,000.00	$600.00
$4,000,001.00 to $5,000,000.00	$700.00
$5,000,001.00 and over	$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be

reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Proposal including the Quote, Information Required of Bidder and all required certificates and affidavits

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order pursuant to City Regulations and/or laws of this state or as allowed by this Agreement.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and

monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance an professionals liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with city ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Comprehensive General Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate

-or- $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

D. City's Protective Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit “B” and the City shall be listed as an additional insured.

G. Contractor shall not commence work under this Agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

H. If at any time and for any reason contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to contractor, City may, but shall have no obligation to , procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, with ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

I. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and least fifteen (15) days before this expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

J. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums, payable under each insurance policy required to be obtained, kept , and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept and maintained under this Agreement to be void, voidable, unenforceable, suspended, or impaired in whole or in part of which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstance of which it is aware which, if not disclosed to its insurers or re-insures, is likely to affect adversely the nature

or extend of the coverage to be provided under any insurance policy required hereunder.

SECTION XV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arrases under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute with seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XVI
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including its attorneys' fees, cost, and expenses.

SECTION XVII
INDEMNIFICATON

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against

the City related to this project, including any claims related to design or any other Work provided by Contractor regarding this agreement.

SECTION XVIII
LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Work. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profit, or loss of data, arising in connection with this Agreement, Contractor's performance of Work, or of any other obligations relating to his Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XIX
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this agreement. This agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XX
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, be foe any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threated against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial conditions or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XXI
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

SECTION XXII
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Attorney

(b) Notices to Contractor:

Austin Armature Works LP
496 Commercial Drive,
Buda, Texas 78610
(512) 312-0088

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, there (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XXIII
NON-APPROPRIATIONS

A. Notwithstanding anything in the contract documents to the contrary, any and all

payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

SECTION XXIV
SUCCESSORS AND ASSIGNS

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXV
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, other documents composing the Contract Documents, or any current or future Task Orders and /or Change Orders the terms of this Agreement shall be controlling.

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXVI
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instance (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waive, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future excise thereof or insistence thereupon or the exercise of any other right, power, remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Work with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Work or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amount due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be

deemed an accord and satisfaction. City may accept Work or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2025.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez-Solis
City Attorney

AUSTIN ARMATURE WORKS, LP

BY:_____
Jim Livingston
496 Commercial Drive
Buda, Texas 78610
Phone: (512) 312-0088

Attachments: Exhibit "A" Proposal
Exhibit "B" Certificate of Insurance

EXHIBIT “A” – PROPOSAL QUOTE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND AUSTIN ARMATURE WORKS LP

Quote

Pumps Motors Controls
Austin Armature Works, LP
496 Commercial drive, Buda, TX 78610
Phone (512)312 0088 Fax (512)312 0988

Contact	Customer Number	Quote Date	Quote Number
	002021	01/23/2026	DNSQ1129

Quote To:

City of Edinburg
PO Box 1079
EDINBURG, TX 78540

Ship To:

City of Edinburg
Attn: Javier Valdez
TAG PO P260153
1752 S. Mon Mack Road
EDINBURG, TX 78539

FOB

Ship Via	Terms	Quoted By	Customer RFQ	Customer PO
	Net 30	Jerry Ochoa		

Product ID	Qty	Description	Sales Price		Total
Pump-Custom Build	1	The quote is to provide a backwash pump Peerless split case pump Model 10AE12. Pump is running at 1200rpm. CCW rotation, 12-inch suction by 10-inch discharge. Pump conditions are 1000gpm at 40ft. pump will be complete with pump, motor, base and guard. The motor will be a 25hp 1200rpm 230/460 volt 3 phase ODP motor. and impeller is made of Nickel Alum. Brz. Impeller with Integral Rings. Please see the attached data sheets and construction sheet on the pump.	50,125.00	20.00% DISC.	40,100.00
Labor	9	Remove Pump and Motor	180.00		1,620.00
Labor	14	Teardown and Remove existing concrete structure	180.00		2,520.00
Labor	15	Rebuild concrete structure	180.00		2,700.00
Labor	10	Set Pump and Motor	180.00		1,800.00
Labor	8	Align Pump to existing piping	180.00		1,440.00
Labor	12	Make all electrical connections	180.00		2,160.00
Labor	8.5	Align Pump and Motor and Paint	180.00		1,530.00
Freight-DP	1	Freight	1,100.00		1,100.00
Bonding Fee	1	Bonding Fee Payment and Performance	2,198.80		2,198.80

Quotes are only Valid for 30 days.

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED):

Quote

Pumps Motors Controls
Austin Armature Works, LP
496 Commercial drive, Buda, TX 78610
Phone (512)312 0088 Fax (512)312 0988

Contact	Customer Number	Quote Date	Quote Number
	002021	01/23/26	DNSQ1129

Quote To:

City of Edinburg
PO Box 1079
EDINBURG, TX 78540

Ship To:

City of Edinburg
Attn: Javier Valdez
TAG PO P260153
1752 S. Mon Mack Road
EDINBURG, TX 78539

FOB

Ship Via	Terms	Quoted By	Customer RFQ	Customer PO
	Net 30	Jerry Ochoa		

Product ID	Qty	Description	Sales Price		Total
Buy Board Contract 770-25	1	Buy Board Contract #770-25			

Quotes are only Valid for 30 days.

Subtotal:		**57,168.80**
Freight:		**0.00**
Other:		**0.00**
0.0000 % Sales Tax 1:		**0.00**
0.0000 % Sales Tax 2:		**0.00**
Total:		**57,168.80**

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED):

EXHIBIT “B” - INSURANCE CERTIFICATE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND AUSTIN ARMATURE WORKS, LP

Client#: 59523 AUSTIARM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Nitsche Group
143 East Austin
Giddings, TX 78942-3299
979 542-3666

CONTACT NAME: Rachelle Lehmann
PHONE (A/C, No, Ext): 979 540-2255 **FAX (A/C, No):**
E-MAIL ADDRESS: RachelleL@TheNItscheGroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Co of Am	25674
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Austin Armature Works, LP
496 Commercial Drive
Buda, TX 78610

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			P6308X486075TIA25	06/12/2025	06/12/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP4S57013325NF	06/12/2025	06/12/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0002011118	06/12/2025	06/12/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Inland Marine			P6308X486075TIA25	06/12/2025	06/12/2026	Leased/Rented Equipment $200,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FULL NAMED INSURED: Austin Armature Work, LP dba EMS (Electro Mechanical Services), dba AAW Pumps Motor Controls, dba Dynamic Pump Systems; Taylor Armature Works, LLC dba Tomeck Electric; Temple Armature Works, LLC dba Goldman Electric

CERTIFICATE HOLDER
City of Edinburg
Water Treatment Plant
500 East Mahl St.
Edinburg, TX 78540

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
RJ. Nitsche

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.H.
Airport Project Participation Agreement

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division for Infrastructure Improvements Totaling $10,526,316 for South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]

2. Description:

The City of Edinburg has been awarded a $10,000,000 grant from the State of Texas 89th Legislature to fund critical airport improvements. These improvements include the replacement of visual navigational aids; stormwater drainage and flood mitigation enhancements; runway and taxiway upgrades; and airfield surface preparations in anticipation of future runway and taxiway extensions.

The City of Edinburg is required to provide a 5% local match in the amount of $526,316, resulting in a total project cost of $10,526,316.

Pursuant to the Airport Project Participation Agreement (APPA), the Texas Department of Transportation Aviation Division will serve as the City's agent for the project. Upon execution of the APPA and completion of all engineering plans, TxDOT will administer the bidding process for the airport improvement projects.

Legislative funding from the previous 88th Legislature is being combined with this allocation, and the project is currently in the engineering design phase. Bidding for the project is anticipated to occur in April of this year.

The required 5% local matching funds will be allocated from the Airport Operating Fund for Fiscal Year 2026–2027.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division for Infrastructure Improvements Totaling $10,526,316 for South Texas International Airport at Edinburg.

Reviewed by:

Prepared by:
Eddie Velarde, Director of Aviation

Attachments:

A. Council Resolution
B. TXDoT EBG airfield improvements project layout

RESOLUTION NO. xxxx

STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AIRPORT PROJECT PARTICIPATION AGREEMENT FOR TEXAS DEPARTMENT OF TRANSPORTATION AVIATION DIVISION INFRASTRUCTURE IMPROVEMENTS AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, City of Edinburg (Sponsor) intends to make continuous improvement to South Texas International Airport at Edinburg; and

WHEREAS, City of Edinburg engages such improvements in manners consistent with Federal Aviation Administration regulations and precepts; and

WHEREAS, City of Edinburg received from the State of Texas 89th Legislature a grant amount of $10,000,000 toward continued funding of said Airport improvements including enhancements to airport storm water drainage and flooding mitigation, airfield pavements including runways and taxiways extensions, replacement of airfield visual navigational aids and electrical systems; and

WHEREAS, total project cost associated with the grant is estimated to be $10,526,316, including City of Edinburg responsible for Sponsor share of 5% currently estimated to be $526,316 available through the FY 2025-2026 Capital Outlay budget; and

WHEREAS, City of Edinburg names Texas Department of Transportation Aviation Division as its agent for the purposes of applying for, receiving and disbursing all funds for said improvements and for the administration of contracts necessary for their implementation; and

WHEREAS, City of Edinburg designates its City Manager as City's authorized official to accept, alter, terminate, and execute any and all documents related to the grant on behalf of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF EDINBURG, TEXAS, THAT:

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2. City Manager is hereby directed to submit on behalf of City of Edinburg the Airport Project Participation Agreement to Texas Department of Transportation Aviation Division for said Project.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a regular meeting of the City Council of the City of Edinburg at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code §551.041 on the 3rd day of February 2026.

CITY OF EDINBURG

BY: _____
Omar Ochoa, Mayor

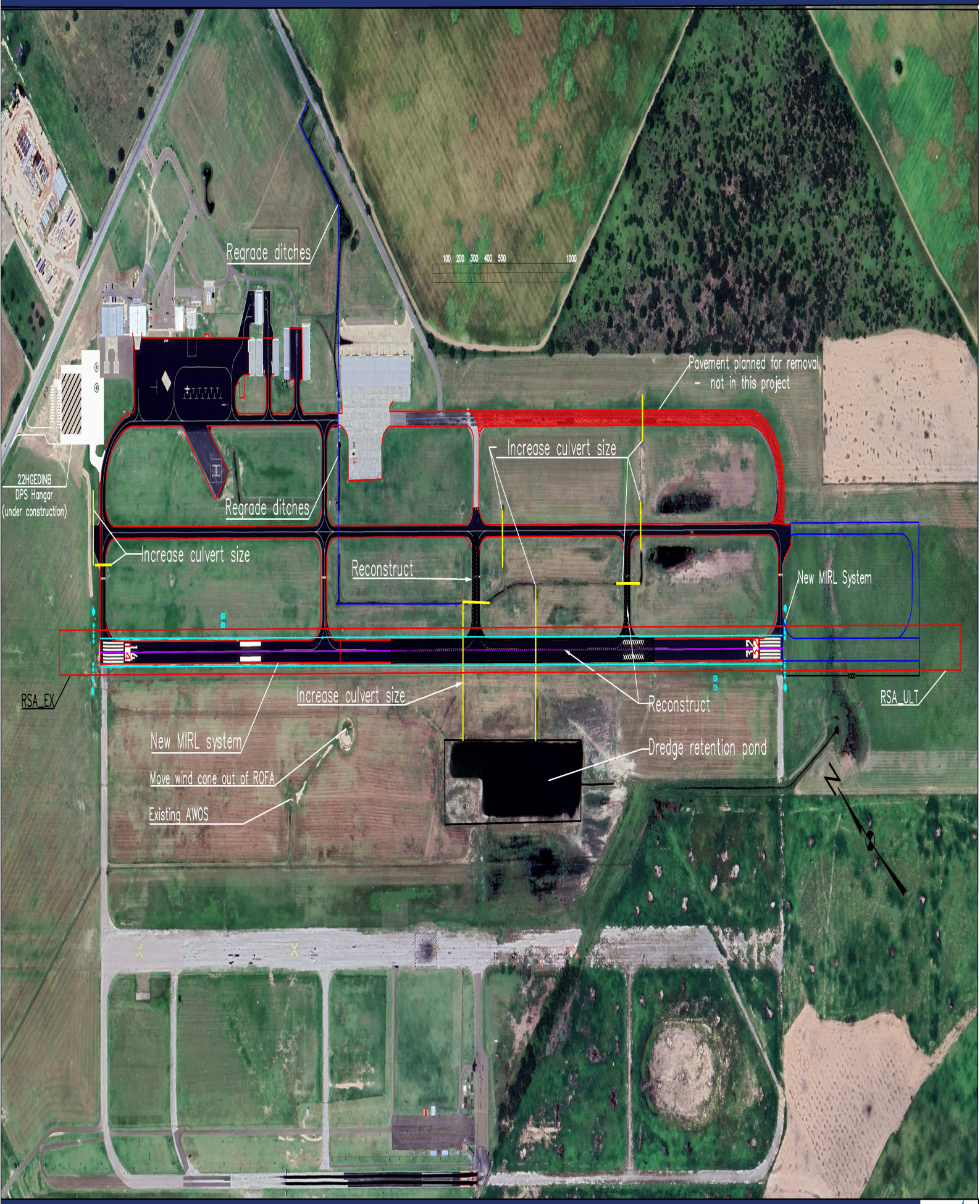
ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis
City Attorney

South Texas International Airport at Edinburg EXHIBIT (review only) 2024



CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.I.
Generac TX Series Automatic Transfer Switch

1. **Agenda Item:**
Consider Authorizing the Purchase of a Generac TX Series Automatic Transfer Switch from BuyBoard Purchasing Cooperative-listed Vendor Waukesha Pearce Industries in the Amount of $54,537.00 to Replace Irreparable Unit for Airport Hangar 4. [Eddie Velarde, Director of Aviation]

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 (Buy Board), 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.

Irreparable damage to the Generator AP4 transfer switch was sustained as a result of a commercial power failure by utility provider Magic Valley Electric Cooperative on the morning of September 8, 2025. According to a troubleshooter from Waukesha-Pearce Industries (WPI), one leg of the three-phase electrical feed to the airport experienced an under voltage condition, which resulted in the failure of the transfer switch equipment. WPI, the City of Edinburg's contractor responsible for preventive maintenance of all City generators, assessed the AP4 transfer switch and determined that the components responsible for automatically engaging emergency power upon loss of commercial power were damaged beyond repair and are no longer replaceable due to obsolescence. The only viable solution identified is full replacement of the transfer switch system, at a cost of $54,537.00.

A claim was subsequently filed with the Texas Municipal League Risk Pool, resulting in a reimbursement check in the amount of $44,537.00, representing the total claim less the deductible. The reimbursement was deposited into Airport Fund account. The remaining balance required to complete the repair will be funded through the Department of Aviation's Fiscal Year 2026 operating budget (RAMP Grant).

3. **Staff's Recommendation:**
Staff recommends approval of this purchase in order to restore fully automatic standby electrical power generator function for airport Hangar 4 in case of future commercial power outage.

Reviewed by: **Prepared by:**

Attachments:
A. memorandum - AP4 generator transfer switch
B. memo addendum AP4 xfer switch

C. follow-up - AP4 transfer switch replacement report
D. WPI QUOTE-Rev 2-STX International Airport 800Amp ATS-DEC. UPDATE
E. TML CHECK $44,537.00 11.18.25

THE CITY OF Edinburg

MEMORANDUM

To: Cindy Gutierrez, Risk Manager, Human Resources Department

From: Eddie Velarde, Director of Aviation

cc: Tomas D. Reyna, Assistant City Manager
Ascencion Alonzo, Director, Finance Department
Jarita L. Hernández, Aviation Manager

Date: October 28, 2025

Subject: Standby electrical generator transfer switch damaged beyond repair or identical replacement, 1300 E. FM 490, Hangar 4

During the recent commercial power interruption at the airport, standby electrical generator AP4 for Hangar 4 did not engage. City contractor Waukesha-Pearce Industries (WPI) was immediately summoned to dispatch a troubleshooter to address the problem. The technician who responded to the situation said the generator was operational, but the backup system's emergency transfer switch was inoperative. Although this equipment is an accessory of the backup electrical power system, it is situated apart from the generator, within its own cabinet attached to the building's exterior. Typically, the moment the transfer switch component detects power failure, it should automatically switch from commercial feed to the generator circuit while simultaneously engaging the generator to supply electrical power.

Based on the WPI tech's report, we then asked the contractor to immediately send their expert to determine what repairs were needed to restore the system. Addressing this situation is most important because Texas Department of Public Safety Aircraft Operations Division is the airport's tenant at Hangar 4. The failure of automatic transfer to standby power in case the lights go out has already had a detrimental effect on DPS operations...which they perform 'round the clock.

According to WPI, the automatic transfer switch experienced a catastrophic irreparable failure – irreparable and irreplaceable because it is obsolete. The only available alternative is to replace the transfer switch with a newer model. Attached is WPI's estimation of the cost of replacement.

Thank you.

attachment

THE CITY OF Edinburg

ADDENDUM MEMORANDUM

To: Cindy Gutierrez, Risk Manager, Human Resources Department

From: Eddie Velarde, Director of Aviation

cc: Tomas D. Reyna, Assistant City Manager
Ascencion Alonzo, Director, Finance Department
Jarita L. Hernández, Aviation Manager

Date: October 28, 2025

Subject: Addendum - Standby electrical generator transfer switch damaged beyond repair or identical replacement, 1300 E. FM 490, Hangar 4

The irreparable damage to generator AP4 system's transfer switch was caused by utility provider Magic Valley Electric Cooperative commercial power failure the morning of September 08, 2025. Specifically, as told to us by the WPI troubleshooter, one leg of the 3-phase electrical feed to the airport lapsed into under voltage, which resultantly ruined the transfer switch equipment.

Thank you.

Follow-up: AP4 damage

On Mon, Oct 20, 2025 at 3:48 PM Jose "Eddie" Velarde <jvelarde@cityofedinburg.com> wrote:
Good afternoon:
One of the airport's standby electrical generator systems has experienced a catastrophic irreparable failure of its automatic transfer system. According to City of Edinburg's contractor Waukesha-Pearce Industries, the firm currently responsible for maintaining all CoE standby electrical generators, the transfer switch's components that automatically engage emergency electrical generation, at the loss of commercial power, is damaged beyond repair and irreplaceable due to its obsolescence. The only solution here they've determined is to replace the transfer system itself, which is estimated to cost $54,537.00.

Jose "Eddie" Velarde
Director of Aviation
Aviation
: jvelarde@cityofedinburg.com
: (956) 292-2047
: cityofedinburg.com
: 1300 E Farm to Market Rd 490, Edinburg, TX 78542

Nov 18, 2025,
11:39 AM

Hello,

We have received a check from TML in the amount of $44,537 for damages to the Aviation property TML ID#738, DOI: 9/8/2025. Please provide me with an account number for the deposit of this check. A copy of the check will be provided to you for your records.

Thank you.

Cindy Gutierrez
Risk Manager

On Tue, Nov 18, 2025 at 12:51 PM Jose "Eddie" Velarde <jvelarde@cityofedinburg.com> wrote:
Good afternoon, Cindy, and thank you. Please post the $44,537 check from TML to account 220-7000-513309 which has a current balance of $81,758. We will then use that same account to requisition a purchase order to BuyBoard-listed vendor Waukesha-Pearce Industries in the amount of $54,537 for replacement of Hangar 4 backup generator system's transfer switch that was claimed.
- Eddie

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date:	Monday, December 1, 2025
Company:	City of Edinburg-South Texas International Airport
Attention:	Jose Velarde
Quote Number:	092625-001 VA R2
Reference:	DPS Hangar ATS Replacement

BuyBoard Contract # 757-24
BuyBoard Vendor ID# 837

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above-referenced project.

Generac TX Series Automatic Transfer Switch, Installation, Freight, & Startup	$54,537.00

The following quotation is per your request and is based on your requirements for South TX Edinburg Airport.

Proposal is based on scope of work provided. Pricing is subject to change according to the city or county comments and final approved electrical drawings.

Scope of Work: Removal of existing 1200A ATS and install (1) 800A Automatic Transfer Switch.

Included in this proposal

- All labor and material needed for the safe and proper operation of the ATS to be installed.
- Remove existing ATS wiring and demo existing ATS.
- Reinstall existing feeder wiring for the new ATS line side, load side and generator power.
- Termination of new equipment.
- Make all final connections for operational system.

Quanity 1- Generac TX Series 800Amp Automatic Transfer Switch

- 120/208V 3 phase 4pole 60Hz
- NEMA 3R Enclosure

Quantity 1 – Factory Startup and Warranty Registration

FOB Shipping Point

Installation Clarifications

- Proposal is based on verbal specifications provided by customer. No other information was provided for consideration in this proposal. Compliance with any other specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.
- Includes delivery, offloading and installation.
- Includes 1-week temporary portable generator rental/cables and labor to provide emergency power to facility during power outage. Additional fueling for the temporary generator rental will be a change order at cost plus 20% if required.

Installation Assumptions/Exclusions

- Does not include engineered drawings if required by local AHJ. (WPI can quote separately)
- Does not include any electrical meter/panel upgrades.
- Does not include repair or replacement of any existing code violations.
- Does not include removal/disposal of demoed equipment.
- Excludes any bollards or vehicle crash protection. (WPI can quote separately)
- Does not include remote annunciator. (WPI can quote separately)
- Does not include Estop push button. (WPI can quote separately)
- Assumes unrestricted access to the construction area and work done during normal business hours. Excludes weekends or after-hours work.

Installation Standard Exclusions

- Performance bonds and any associated fees.
- Third party testing.
- Underground obstructions, rock, utilities and hazardous or contaminated materials.
- Over-excavation, compaction or replacement of unsatisfactory sub-grade soils.
- Quotation is limited to the quantity and description listed above.

Installation Standard Clarifications

- Please be advised that due to the potential for changes in tariffs, All quotes are subject to revision. We kindly ask for your understanding, as any adjustments will be made to reflect the updated costs associated with these changes. Please reach out if you would like to verify your current pricing.
- Price does not include any federal, state, or local sales, use, property, TERP, or exercise taxes that may be applicable.
- All freight is FOB factory, freight prepaid and allowed to jobsite.
- All work to be done in accordance with any seed and local code requirements.
- Wage scaling not included.
- Startup and customer training is by others.

- Manufacturers' standard literature is available.
- This is subject to WPI Terms & Conditions.
- Due to market volatility of raw commodities, WPI reserves the right to review all material pricing prior to acceptance of a purchase order or entering any contract.
- Quotation is valid for 30 days.

Project Clarifications:

- Please be advised that, due to the potential for changes in tariffs, all quotes are subject to revision. We kindly ask for your understanding, as any adjustments will be made to reflect the updated costs associated with these changes. Please reach out if you would like to verify your current pricing.
- Item quoted is stock unit and can sell at any time without notice,
- Quoting 800amp ATS. Building safety disconnected is rated & fused at 800amps. This will allow for fast lead time of replacement ATS. Existing generator breaker is an adjustable breaker and can be set to 800amps.
- Quotation based on email communication only.
- Power metering equipment by others.
- Exceptions to any specifications. None provided at the time of bidding/quoting.

Standard Clarifications:

- Cancellation policy included in WPI Terms and Conditions.
- All PO's must be submitted to PowerGenPO@wpi.com and virgilio.aniceto@wpi.com.
- Sales Tax is NOT Included.
- All gas train accessories by others.
- Any Factory witness test expenses by others.
- Arch flash studies by others.
- Offering manufacturers standard materials of construction.
- In accordance with acceptable state laws, we may impose a surcharge on credit cards that is not greater than our cost of acceptance.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only.
- Quotation is limited to the quantity and description listed above.
- External plumbing & required Primary Gas Pressure Reducing Regulator by others
- Recommended gas supply guidelines available at www.energy.wpi.com.
- All Fuel to be provided by others.
- All fresh air intake & exhaust piping by others for special applications done by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Coordination studies by others.
- Witness testing by others.

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms and Conditions.
- Roof curbs and all roof accessories by others.
- Quotation is valid for 30 days.

Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50Hp and up.

Current estimated lead time is from 1to 2 release to order and approved credit by WPI Credit department. All lead times are updated periodically and are subject to change.

Best Regards,

Virgilio E. Aniceto
New Unit Sales - Power Generation
Waukesha-Pearce Industries
Mobile: 956-272-2784
Email: virgilio.aniceto@wpi.com
www.wpi.com

Accepted:

_____
Print Name

_____
Signature

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Other services available include Paralleling, Turnkey Services, Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

1. Acceptance
All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms
Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

50% upon submittal approval and release of order to the factory
50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination
The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <$100,000 in Total Price:
20 weeks prior to ship date 10% of Selling Price
- **18 weeks prior to ship date 20% of Selling Price**
- **16 weeks prior to ship date 30% of Selling Price**
- **15 weeks prior to the ship date or less 40% of Selling Price**
- **Discontinued Product (Engine) No Cancellations Accepted**

Non-Standard Tanks
- **Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price**

For Orders >$100,000 in Total Price:
- **20 Weeks Prior to Ship Date 10% of Selling Price**
- **18 Weeks Prior to Ship Date 15% of Selling Price**
- **16 Weeks Prior to Ship Date 20% of Selling Price**
- **14 Weeks Prior to Ship Date 30% of Selling Price**
- **13 Weeks Prior to Ship Date 40% of Selling Price**
- **12 Weeks Prior to Ship Date 50% of Selling Price**
- **10 weeks prior to the ship date or less 60% of Selling Price**
- **Discontinued Product (Engine) No Cancellations Accepted**
- **Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price**

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:
- **>18 Weeks Prior to Ship Date 0% of Selling Price**
- **14-18 Weeks Prior to Ship Date 25% of Selling Price**
- **Less than 14 Weeks Prior to Ship Date 100% of Selling Price**

PSTS Products >1000 Amps:
- **13 Weeks Prior to Ship Date 0% of Selling Price**
- **12-13 Weeks Prior to Ship Date 25% of Selling Price**
- **Less than 12 Weeks Prior to Ship Date 100% of Selling Price**

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:
- **2-4 Weeks Prior to Ship Date 2% of Selling Price**
- **1 Day-2 Weeks Prior to Ship Date 5% of Selling Price**

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders
No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- **4-6 weeks prior to ship date……4%**
- **2-3 weeks prior to ship date……6%**
- **Less than 2 weeks……..No Changes Accepted**

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes
In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates
Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage,

epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance
It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage
It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity
Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges
WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee
Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions
When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty
WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature
WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up
When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

THE CITY OF Edinburg

To: Finance Department

Date: 11/18/2025

A Note From:

Kassandra Sanchez
HR Generalist I
Human Resources / Risk

415 W University Dr
Edinburg, Texas 78539

Phone: (956) 388-1873 ext. 8663
Fax: (956) 292-2040
E-Mail: ksanchez@cityofedinburg.com

Re: TML Check

Comments:

Check No. 9860 November 13, 2025 $44,537.00

Aviation Property Damages

DOL: 9/8/2025

Use account number 220-7000-513309

Notes/Recommendations:

Texas Municipal League Intergovernmental Risk Pool
Joint Self Insurance Fund
PO Box 149194
Austin, TX 78714-9194

000497

000497

Edinburg
PO Box 1079
Edinburg TX 78540-1079

REC'D RISK MANAGEMENT
NOV 18 2025 AM11:08

Payment Log ID: 74a1ad9c-dbbe-455f-9c04-75f161893ac8
Check Date: 11/13/25
Check Number: 0000009860
Check Amount: $44,537.00

If you have any questions regarding this payment please contact TMLIRP at 800-537-6655

Claim Number	Date of Loss	Payment Amount
TMLIRP		
TX0000000251846	September 08, 2025	$44,537.00
Invoice Number ID 738		
TMLIRP Number 9133749		
Adjuster Name - Adjuster Phone Lisa Kutch - 512-491-2412		
Bulk Number		
TMLIRP		
	Grand Total:	$44,537.00

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE VOID IS VISIBLE.

Texas Municipal League Intergovernmental Risk Pool
Joint Self Insurance Fund
PO Box 149194
Austin, TX 78714-9194

Commerce Bank
18-1/1010

Check No. 0000009860
Check Date 11/13/25

Pay: **FORTY-FOUR THOUSAND, FIVE HUNDRED THIRTY-SEVEN AND 00/100 DOLLARS**

Check Amount
$44,537.00

Pay to the Order of: Edinburg

PAYABLE IN U.S. FUNDS ONLY

Authorized Signature

Security features. Details on back.

Memo: TMLIRP

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

⑈0000009860⑈ ⑆101000019⑆ 20506 2348⑈

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
CONSENT AGENDA
Agenda Item No: 11.J.
Disposition of Records

1. **Agenda Item:**
Consider Authorizing the Disposition of Approximately 60 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.
By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. **Staff's Recommendation:**
Approve Authorizing the Disposition of Approximately 60 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Joe Rios, Records Processing Supervisor

Attachments:
A. 2025-2026 DISPOSITION OF RECORDS
B. DISP of RCDS LAWS

DISPOSITION OF RECORDS FOR FY 2025-2026
PRESENTED TO CITY COUNCIL ON FEBRUARY 03, 2026

	Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
	POLICE DEPT. / JUVENILE						
1	8743	Second & Third degree Felonies	01/2016 12/2015	10	Offense Investigation Reports	PS4125-05b	12/2025
2	11774	Juvenile Arrest/Offense Reports A-F	12/1994	31	Juvenile Case Files	PS4225-06d	12/2025
3	11775	Juvenile Arrest/Offense Reports Fue-Jua	12/1994	31	Juvenile Case Files	PS4225-06d	12/2025
4	11776	Juvenile Arrest/Offense Reports L-O	12/1994	31	Juvenile Case Files	PS4225-06d	12/2025
5	11777	Juvenile Arrest/Offense Reports P-R	12/1994	31	Juvenile Case Files	PS4225-06d	12/2025
6	11778	Juvenile Arrest/Offense Reports S-Z	12/1994	31	Juvenile Case Files	PS4225-06d	12/2025
7	11779	Juvenile Arrest/Offense Reports A-Gon	12/1993	31	Juvenile Case Files	PS4225-06d	12/2024
8	11780	Juvenile Arrest/Offense Reports Gon-Mar	12/1993	31	Juvenile Case Files	PS4225-06d	12/2024
9	11781	Juvenile Arrest/Offense Reports Mar-Reb	12/1993	31	Juvenile Case Files	PS4225-06d	12/2024
10	11782	Juvenile Arrest/Offense Reports Rec-Ser	12/1993	31	Juvenile Case Files	PS4225-06d	12/2024
11	11783	Juvenile Arrest/Offense Reports Sil-Z	12/1993	31	Juvenile Case Files	PS4225-06d	12/2024
12	11913	Training Packets	12/2020	5	Training Packets	PS4325-01	12/2025
13	11914	Police Academy Field Training Records	12/2020	5	Training Packets	PS4325-01	12/2025

14	11915	Police Academy Field Training Records	12/2020	5	Training Packets	PS4325-01	12/2025
15	11916	Police Academy Field Training Records	12/2018	5	Training Packets	PS4325-01	12/2023
16	11917	Police Academy Field Training Records	12/2020	5	Training Packets	PS4325-01	12/2025
	MUNICIPAL COURT						
17	10485	Final Cases Numeric/C/Ct/E Tickets	11/2020 – 12/2020	5	Case Papers	LC2350-04a	12/2025
18	10486	Finalized Cases E Tickets	11/2020 – 12/2020	5	Case Papers	LC2350-04a	12/2025
19	10487	Finalized Cases E/E2 Tickets	11/2020 – 12/2020	5	Case Papers	LC2350-04a	12/2025
20	10642	Miscellaneous #2	12/2020	5	Case Papers	LC2350-04a	12/2025
21	10973	Ministrations	12/2020	5	Case Papers	LC2350-04a	12/2025
	CITY SECRETARY						
22	10535	Completed Contracts & Agreements	01/2019 - 11/2021	4	Accounts Payable & Disbursement Records	GR1025-26a	11/2025
23	10546	Application for Certificate Copy of Birth and Death Certificate	11/2022	3	Records of Issuance of Birth & Death Records	CC1325-08a	11/2025
24	10547	Application for Certificate Copy of Birth and Death Certificate	12/2022	3	Records of Issuance of Birth & Death Records	CC1325-08a	12/2025
25	10548	Application for Certificate Copy of Birth and Death Certificate	12/2022	3	Records of Issuance of Birth & Death Records	CC1325-08a	12/2025
26	10886	Application for Certificate Copy of Birth & Death Certificate	01/2023	3	Records of Issuance of Birth & Death Records	CC1325-08a	01/2026
27	10898	Burial Transit Permits	01/2023 - 12/2023	2	Burial Transit Permits	CC2400-13	12/2025
	PARKS & RECREATION						

28	11484	SPO’s, recording device and tapes	12/2022	3	Accounts Receivable Records	GR1025-27a	12/2025
29	11486	Rec class reg forms / Afterschool program	12/2023	2	Correspondence, Internal Memoranda Files	GR1000-26a	12/2025
30	10917	Daily Cash Reports, Transaction Express	12/2022	3	Accounts Receivable Records	GR1025-27a	12/2025
	FINANCE DEPT						
31	11195	Customer Bill Records/Water Stubs	12/12/2022	2	Service Application and Deposit Records	UT5000-19	12/2024
32	11230	Service Application/Work Orders	11/01/2022	2	Service Application and Deposit Records	UT5000-19	11/2024
33	11309	Daily Cash Reports	11/2022	3	Accounts Payable & Disbursement Records	GR1025-26a	11/2025
34	11217	Service Application/Work Orders	01/01/2023	2	Service Application and Deposit Records	UT5000-19	01/2025
35	11313	Daily Cash Reports	01/2023	3	Accounts Payable & Disbursement Records	GR1025-26a	01/2026
36	11314	Daily Cash Reports	01/2023	3	Accounts Payable & Disbursement Records	GR1025-26a	01/2026
37	11331	A/R Invoice Register Reports	01/2023	3	Accounts Payable & Disbursement Records	GR1025-26a	01/2026
38	11531	Service Application/Work Orders	01/2024	2	Service Application and Deposit Records	UT5000-19	01/2026
39	11310	Daily Cash Reports	11/2022	3	Accounts Receivable Records	GR1025-27a	11/2025
40	11311	Daily Cash Reports	12/2022	3	Accounts Receivable Records	GR1025-27a	12/2025
41	11312	Daily Cash Reports	12/2022	3	Accounts Receivable Records	GR1025-27a	12/2025
42	11535	Service Application/Work Orders	11/2023	2	Service Application and Deposit Records	UT5000-19	11/2025

43	11537	Service Application/Work Orders	12/2023	2	Service Application and Deposit Records	UT5000-19	12/2025
	PUBLIC WORKS / STREETS						
44	11784	Street Expenditures (Sop's)	11/2022	3	Accounts Payable & Disbursement Records	GR1025-26a	11/2025
45	11785	Row Expenditures (Sop's)	11/2022	3	Accounts Payable & Disbursement Records	GR1025-26a	11/2025
46	11792	Purchase Requisitions	11/2022	3	Accounts Payable & Disbursement Records	GR1025-26a	11/2025
47	11794	Paving Account Expenditures	11/2022	3	Accounts Payable & Disbursement Records	GR1025-26a	11/2025
48	11795	Contracts for Fiscal Year 2020-2021	11/2021	4	Contracts, Leases & Agreements	GR1000-25	11/2025
49	11799	Rain Events	11/2021	4	Contracts, Leases & Agreements	GR1000-25	11/2025
	PLANNING & ZONING						
50	11886	TABC Beer & Wine License Applications	2003 - 12/2004	2	Beer & Wine License Applications Records	CC1775-01	12/2006
51	11887	Zoning Board of Adjustment, Planning & Zoning Commission, Agenda Notices, Sign in Logs,	2001 - 12/2016	2	Agenda Notices	GR1000-54	12/2018
52	11888	Zoning Board of Adjustment Case, Variances	2004 - 12/2018	5	Zoning Permit Records	PW5225-03c	12/2023
	HUMAN RESOURCES						
53	11166	Workers Compensation Claims Records	01/1988 - 12/2020	5	Workers Compensation Claim Records	GR1050-32b	12/2025
54	11900	2025 Active Employees FMLA Request, Sick/Vacation Leave Sharing Request	10/2004 - 09/2022	3	Leave Records	GR1050-54b	09/2025
55	11901	Workers Compensation Claims, and Incident Reports.	10/2004 - 12/2020	5	Workers Compensation Claim Records	GR1050-32b	12/2025
	SOLID WASTE MANAGEMENT						
56	11826	Copies of Former Employee Flies	12/2020	5	Employment Applications	GR1050-14c	12/2025

	ENGINEERING						
57	10934	Various general documents such as invoices, purchase orders, small purchase orders, check requisitions, travel requests & reports, vehicle inspection forms.	01/2016 - 12/2022	3	Accounts Receivable Records	GR1025-27a	12/2025
	BUILDING SAFETY						
58	10516	Residential Building Permit Application	2016 -11/2020	2	Permits & Licenses	GR1000-36	11/2022
	LIBRARY & CULTURAL ARTS						
59	11900	Rental Contracts & Receipt Books	2017- 12/2021	4	Contracts, Leases & Agreements	GR1000-25	12/2025
	LOS LAGOS GOLF COURCE						
60	11687	Daily Cash Reports	5/2022-1/2023	3	Accounts Payable & Disbursement Records	GR1025-26a	01/2026

Source: Texas State Library and Archives Commission https://www.tsl.texas.gov/slrm/pubs/bulletind#Ch201

TEXAS LOCAL GOVERNMENT CODE
Title 6. Records
Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:
1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section **203.044**; or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section **441.169**, Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):
1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

RECORDS MANAGEMENT PROGRAM
Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

(A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.

(B) *Development; authority granted; revision.*

(1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.

(2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.

(3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

(`82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 3, 2026
OTHER BUSINESS
Agenda Item No: 12.B.

1. **Agenda Item:**
Consider Canceling or Rescheduling the Tuesday, February 17, 2026 City Council Regular Meeting. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City of Edinburg Code of Ordinances at Title III Administration, Chapter 31 City Council, Section 31.01 Rules and order of business for City Council Meetings, Rule 1: Regular meetings, states that the regular meetings of the City Council shall be held on the first and third Tuesdays of every month at 6:00 p.m., at Edinburg City Hall in the City of Edinburg, Texas. Whenever a function conflicts with the Tuesday of a regular meeting, such regular meeting may be scheduled as soon as practical at the same time and place. Special meetings of the City Council shall be held as scheduled.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next regularly scheduled meeting.

3. **Staff's Recommendation:**
Consider Canceling or Rescheduling the Tuesday, February 17, 2026 City Council Regular Meeting.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
None